

**AGREEMENT**

**between**

**THE BOARD OF EDUCATION**

**of**

**THE PASCACK VALLEY REGIONAL HIGH SCHOOL DISTRICT**

**and**

**THE PASCACK VALLEY REGIONAL EDUCATION ASSOCIATION**

**for the period**

**July 1, 1982 thru June 30, 1984**



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PREAMBLE

This agreement entered into this twelfth day of July, 1982, by and between the Pascack Valley Regional Board of Education, hereinafter called the "Board" and the Pascack Valley Regional Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Law 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

RECOGNITIONA. Unit

The Board hereby recognizes the Association as the executive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all professional personnel under contract, on leave, employed or hereafter employed, including:

Classroom Teachers	Work-Experience Coordinators
Guidance Counsellors	School Psychologists
Librarians	School Social Workers
Audio-Visual Coordinators	Learning Disability Teacher
School Nurses	Consultants
Speech Correctionists	Reading Instructors
and Therapists	Resource Room Teachers
Directors of Athletics	Lead Teachers

but excluding:

Superintendent	Administrative Assistants
Principals	and Secretaries
Vice-Principals	Transportation Officers
Supervisors of Instruction	Library Technicians
Board Secretary	Attendance Officers
Business Administrator	Cafeteria Aides
Directors of Guidance	Substitute Teachers
Secretaries	
Custodians and Maintenance	
Personnel	

B. Title I, Supplementary and Compensatory Teachers

The unit status of these categories shall be determined by appropriate regulations of PERC.

C. Definition of Teacher

Unless otherwise indicated, the term "teacher", when used hereinafter, in this Agreement, shall refer to all professional employees represented by the Association in the negotiation unit as above defined.

## ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into discussions over a successor agreement in accordance with Chapter 123, Public Law 1974, prior to October 1 of the calendar year preceding the calendar year in which this Agreement expires.

## ARTICLE III

GRIEVANCE PROCEDUREA. Policy

The Board hereby declares as a statement of policy that any teacher invoking the Grievance Procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking such procedure.

Pursuant thereto, all documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

B. Definitions

1. The term "grievance" shall mean a complaint by a teacher covered by this Agreement, in that:

a. there has been

(1) a violation, misinterpretation, or misapplication of the provisions of any memorandum of understandings or agreements arrived at between the Board and any organization of which the teacher is a member.

(2) a violation, misinterpretation, or misapplication of any policy or any administrative regulation or ruling adopted by or pursuant to the authority of the Board.

b. the teacher has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting teachers.

2. The term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule, regulation, or by-law of the State Commissioner of Education, or of the State Board of Education having the force and effect of law; or (2) in cases where the Board is without authority to act; or (3) to the failure or refusal of the Board to renew a contract of a non-tenure teacher.

3. The term "representative" shall mean any organization designated by any teacher as spokesman provided, however, that the teacher shall have designated such "representative" in writing and a copy of such authorization shall have been filed with the Board or with the individual conducting any hearing prior to the holding of such hearing.

### C. Procedure

An aggrieved teacher shall institute action under the provisions hereof within thirty (30) days of the occurrence complained of or within thirty (30) days after said teacher would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance. A teacher shall have the right to have a representative at any level.

1. Initially, any teacher who has a grievance shall discuss the matter with the immediately responsible administrator. If the matter is satisfactorily resolved within five (5) school days, no further proceedings need take place.

2. If the grievance is not satisfactorily resolved within five (5) school days, steps a. through f. shall be followed:

a. The teacher shall reduce his/her grievance to writing and submit it to the immediately responsible administrator within five (5) school days.

b. That administrator shall have five (5) school days following the submission of the written grievance in which to reduce the decision to writing.

c. Copies of the grievance and decision shall be forwarded to the grievant, grievance chairperson, and to the next administrative level.

d. If there is an appeal and if the level of appeal is either the Principal or Superintendent, the following shall be implemented:

(1) A meeting between that administrator and the grievant shall be held within five (5) school days following the date of the last written decision.

(2) A written disposition shall be sent to the next administrative level (Superintendent or Board) within five (5) school days of this meeting.

e. Where an appeal is to be taken to the Board level, copies of the grievance, appeals, and decisions previously rendered shall be forwarded by the aggrieved party to the Secretary of the Board together with a written statement of the basis of the appeal to the Board. A copy of the statement of the appeal to the Board shall be given to the Superintendent.

The Board Secretary shall, upon receipt of such appeals, notify the Board at its next Regular meeting. The Board shall within ten (10) school days thereafter fix a time and place of hearing. The hearing will take place within fifteen (15) school days after the Board has been notified of the appeal.

At the hearing, all parties who have been involved in any stage of the procedure shall have the right to be heard.

Within five (5) school days after the hearing, a determination shall be made and all parties shall be notified in writing of the determination. The Board decision is final in all grievances set before it except when there is alleged to be a violation, misinterpretation, or misapplication of this agreement in which case the aggrieved person shall avail himself or herself of the provisions delineated in paragraph (f) of this article.

f. In the event the aggrieved person is dissatisfied with the disposition of his grievance by the Board, he shall request in writing that the Representative Council of the Association submit his grievance to binding arbitration before a single arbitrator to be selected, if possible, by mutual agreement as a permanent arbitrator for the duration of the contract; if not possible, a single arbitrator would then be selected in accordance with the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Public Law 1974.

If the Representative Council of the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) school days after receipt of request by the aggrieved person.

Any of these deadlines may be extended by mutual agreement. Such agreement shall be in writing and shall be signed by both parties.

In no event shall any arbitrator have the authority to modify, and to subtract from, or in any manner whatsoever alter the terms and provisions of this Agreement. Copies of the arbitrator's award shall be furnished to each of the parties. Such awards shall be binding on both parties.

In the event of binding arbitration, the cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and Association. Any other costs incurred shall be paid by the party incurring same.

3. At any stage of the Grievance Procedure, the aggrieved party shall have the right to summon and have present witnesses on his/her behalf. The aggrieved teacher shall have the right to be represented by counsel and to have speak on his/her behalf, a member of his "representative". The right to participate in cross examination and/or argument on behalf of the aggrieved party shall be limited to one person.

4. Nothing contained in this Procedure shall be deemed to require any teacher to become a member of any organization and any teacher shall be entitled to a hearing under this Procedure whether a member of any organization or not.

5. Whenever any requirements of the State Department of Education or of any law enacted by the Legislature of the State of New Jersey provides for any additional appellate procedures not herein set forth, then such additional appellate procedures may be invoked by any aggrieved teacher notwithstanding that they have not been set forth herein.

6. Whenever any requirements of the State Department of Education or any enactment by the Legislature of New Jersey are contrary to the provisions of this Procedure, then such requirements shall be deemed to supersede this Procedure and such requirements shall be substituted in place of the provisions set forth herein.

7. If, in the judgment of the Representative Council of the Association, a grievance uniquely affects a group of teachers covered by this Agreement, the Association may submit such grievance in writing directly to the Superintendent of Schools. If the Superintendent agrees that the grievance is such as to warrant direct consideration by him, then the processing of such grievances shall commence at this level. This procedure is not intended to apply to common grievances that could be resolved by immediate superiors or principals, but to unique grievances over which immediate superiors or principals have no control.

#### ARTICLE IV

##### TEACHER RIGHTS

##### A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. As a duly elected body exercising governmental power under the laws 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 enjoyment of any rights conferred by Chapter 123, Public Laws 1974 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 membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.



#### B. Required Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent or a designee, Board, or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in office, position or employment, or the salary or any increments pertaining thereto, then the teacher 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 and represent the teacher during such meeting or interview.

#### C. Evaluation of Students

Evaluation of students shall be per Board Policy No. 5128 adopted July 24, 1978. This provision shall be grievable to Board level only.

#### D. Criticism of Teachers

Any criticism by a supervisor, administrator, or Board member of a teacher and the teacher's instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings. Nothing contained herein, shall be deemed to prevent the Board from carrying out its duties, responsibilities, and obligations from acting publicly on disciplinary actions against teachers, which actions may possibly result from criticism of the teachers.

#### E. Complaint Procedure

1. In the event of complaints, the appropriate administrator shall make a determination as to whether to make an investigation. If the administrator decides to conduct an investigation, the teacher shall be notified in writing of that determination, and of the allegations being investigated, and of the name(s) of the complainant(s). The teacher shall have the right of representation by the Association for the duration of the investigation. If a written report results from the investigation, the teacher shall have the right to reply in writing and to have this reply appended to the report. The complaint shall not appear in any evaluation nor shall it influence an evaluation unless the investigation substantiates the complaint.

2. The provisions of the above paragraph are intended to apply to those cases where a complaint may be used in connection with evaluating a teacher, but shall not be deemed applicable with reference to any complaints that may result in the determination by the Board to forward charges which may be made against a teacher to the Commissioner of Education for processing in accordance with the Tenure Hearing Act set forth in the provisions of Title 18A.

#### F. Personnel Files

1. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the teacher's personnel file unless said teacher has had an opportunity to review the material, except such material as may have been received in connection with the application for employment of the teacher.

The teacher shall acknowledge that there has been the opportunity to review such material by signing the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents or assents to its inclusion in the teacher's personnel file. The teacher shall have the right to append a written reply to such material.

2. The Board shall not establish any separate personnel file unless it is available for the teacher's inspection, with the exception of personal references solicited by the Board at the time of employment.

a. This provision shall not limit the Board's right to establish personnel files as may be required in the operation of the school system, with the understanding that such files will be available for the teacher's inspection.

b. Teachers shall have the right, upon request, to review the contents of these personnel files in the presence of a person authorized by the Board. After an initial review of personnel files, a teacher may request a second review of the files accompanied by a representative of the Association, in the presence of the Superintendent or his designee.

#### G. Non-Discrimination

The Board and the Association agree that there shall be no discrimination in the policies and practices of the District. Said policy of non-discrimination shall be in accordance with Title VI and Title IX and any other applicable State or Federal Legislation.

#### H. Enrollment of Dependent Children

A full-time tenured teacher in the District shall be entitled to enroll dependent children in either high school at no tuition, provided that the children shall not compete in interscholastic activities unless meeting eligibility requirements met by other students.

### ARTICLE V

#### ASSOCIATION RIGHTS AND PRIVILEGES

##### A. Information

The Board agrees to make available to the Association all public information concerning the school district.

##### B. Released Time for Meetings

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

2. Whenever the presence of a single teacher representative is required by counsel for the Association in connection with a court appearance involving PVREA-Pascack Valley Regional High School District matters where no testimony is to be taken, that representative shall suffer no loss in pay.

C. Use of School Building

Whenever the Association desires to use school buildings for meetings, it shall request permission for such use. The Principal shall grant the permission, provided that the use by Association does not conflict with any other scheduled activities and provided, further, that in connection with said use, no additional costs are incurred by the Board.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall furnish all materials and supplies in connection with said use and pay for any damages and repairs to the facilities and equipment occasioned by such use.

E. Bulletin Boards

1. Bulletin board space shall be provided in the main teachers' room and in each faculty cafeteria in each building for the posting of the Association notices.

2. No approval shall be required for the posting of said notices.

3. Prior to posting, copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required for their posting.

4. Nothing contained herein, however, shall be deemed to relieve the Association and any teacher of the consequences of any improper postings on said bulletin boards.

F. Mail Facilities

Upon oral notice first being given to the building principal and without approval of the contents by the principal, the Association shall have the right to use the school mailboxes reasonably. Nothing contained herein, however, shall be deemed to relieve the Association, or any teacher, of the consequences of any improper use of mailboxes. Notice shall consist of oral notice to the building principal or, if the building principal is not available in the office, through written notice consisting of a copy of the communication delivered to the principal's

secretary or assistant principal.

G. Released Time for Association President

The Association President shall be given released time of one study hall period per week to perform Association business.

ARTICLE VI

TEACHER WORK YEAR

A. In-School Work Year

1. Ten (10) Month Personnel. The in-school work year for teachers employed on a ten-month basis (other than new personnel who may be required to attend one (1) additional day of orientation) shall not exceed one hundred and eighty-five (185) days. Whenever any member of the bargaining unit is required to complete any work which is customary and which should have been reasonably anticipated to be completed prior to the close of the school year, the member shall complete such work even if the fact that the completion of said work shall require the member to remain beyond the aforementioned 185-day period.

2. Eleven (11) Month Personnel. The in-school work year of teachers employed on an eleven-month basis shall not exceed two hundred and five (205) days. Whenever any member of the bargaining unit is required to complete any work which is customary and which should have been reasonably anticipated to be completed prior to the close of the school year, the member shall complete such work even if the completion of said work shall require the member to remain beyond the aforementioned 205-day period.

B. School Calendar

The school calendar shall be approved by the Board at a regularly scheduled meeting. Prior to this meeting, the Association will discuss with the Board, through the Superintendent of Schools, any date or dates that it feels should be considered in the school calendar. This meeting between the Superintendent of Schools and the representatives of the Association shall take place before December 1.

The final determination of the calendar is a Board prerogative and nothing contained herein shall prevent the Board from adopting this calendar.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. Check-in Procedure. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to

"clock in or clock out" by hours and minutes, except during the course of the school day. Teachers shall indicate their presence for duty by placing a checkmark in the appropriate column of the faculty "sign-in" roster.

2. Length of the Day. The total in-school work day shall consist of not more than six (6) hours and fifty-one (51) minutes which shall include a duty-free lunch period and at least one (1) planning period.

3. Arrival and Dismissal Time. Teachers shall be required to report for duty five (5) minutes before the opening of the school day, and shall be permitted to leave five (5) minutes after the close of the pupils' day. In accordance with school policy, teachers shall be required to remain to give extra help on the appropriate assigned days. It is the responsibility of all teachers to be present in their assigned classes and duties at the appointed times.

4. Meetings. Teachers shall attend regularly scheduled faculty and departmental meetings, serve on curriculum and other professional committees for the welfare of the District and the profession. Such committee assignments shall be distributed as equitably as possible among all by the administration, who will, in turn, take into consideration each teacher's regular teaching load, abilities, and interests. Special meetings may be called on at least twenty-four (24) hours notice; however, in emergency situations this requirement shall be waived. The notice of an agenda for any faculty meeting shall be given to the teachers at least twenty-four (24) hours prior to the meeting, except in an emergency.

#### B Teaching Load

##### 1. Normal Load

a. A teacher whose teaching duties require daily preparation for teaching, and involve such items as checking homework, marking papers, etc. shall not be required to teach more than five (5) classes per day, except as herein otherwise provided.

b. A teacher shall take charge of a homeroom or perform equivalent services which shall be assigned by the administration.

c. A teacher shall be required to supervise one study hall period per day or perform equivalent services of professional or non-professional nature which shall be assigned by the administration.

d. Teachers assigned to both schools on a daily basis shall not be assigned a supervisory period.

##### 2. Exceptions

Under extraordinary circumstances and after a thorough investigation of all viable alternatives by the teacher, and administration, a teacher may be required to teach a sixth period per day. Teachers assigned to a sixth period per day will not

be required to perform the duties listed in B.1.c. above.

#### ARTICLE VIII

##### Cafeteria Supervision

Personnel other than teachers shall perform supervisory duties in the cafeterias except in those instances where such personnel is not available. In the event of unavailability of such personnel, teachers may be called upon to perform such duties by the Principal or designated representative.

#### ARTICLE IX

##### Salaries

###### A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedules A1 and A2 which are attached hereto and made a part hereof.

###### B. Compensable Extra-Curricular Activities

The stipend for certain extra-curricular activities covered by this Agreement is set forth in Schedules B and C which are attached hereto and made a part thereof.

###### C. Lead Teachers, Directors of Athletics, and Audio-Visual Coordinators

The stipend for each of these positions is set forth in Schedules B, E and F.

###### D. Additional Compensation

1. When members of the professional staff are assigned to cover teaching situations which would ordinarily require a substitute, such teachers shall be recompensed at the rate of \$10 per period after the 3rd substitution period. There shall be no compensation for the first three (3) substitutions per school year.

2. When teachers covered by this Agreement are employed on an eleven (11) month basis, they shall receive one-tenth (1/10) of their previous year's annual base pay as compensation for the additional month of employment.

###### E. Method of Payment

1. Eleven (11) Month. Each teacher employed on an eleven (11) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Ten (10) Month. Each teacher employed on a ten (10)

month basis shall be paid in twenty (20) semi-monthly installments.

3. Exceptions. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.

F. Withholding of Increment and/or Adjustment

1. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

2. The Superintendent shall have the responsibility to recommend to the Board, the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

3. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in accordance with the provisions of the Grievance Procedure applicable in such matters.

4. In cases involving the withholding of increments pursuant to the provision of R.S. 18A 29-14, an individual affected by such action shall have the right to invoke the Grievance Procedure through the hearing before the Board. From the final determination by the Board, the method of review shall be that set forth in R.S. 18A 29-14.

5. Whenever an increment has been withheld, the Board shall have the right in its discretion to restore the teacher to the appropriate place on the guide in any succeeding year.

### G. Mileage Compensation

When a teacher qualifies for mileage compensation, the teacher shall be compensated at the same mileage compensation rate that applies to District administrators.

## ARTICLE X

### Health Benefits

#### A. Full Health-Care Coverage

As of the beginning of the 1976-77 school year, the Board shall provide the health-care insurance protection through New Jersey State Health Benefit Program. The Board shall pay the full premium for each teacher and for the teacher's family.

##### 1. Provisions of Coverage

a. Provisions of the health-care insurance program shall consist of Blue-Cross, Blue-Shield with Rider J and Major Medical, or their equivalent.

b. The Board shall pay the full premium for each teacher and the teacher's family the Dental insurance contracted with the New Jersey Dental Service Plan.

##### 2. Carriers

After consultation with the Association, the Board has the right to choose an insurance carrier, provided that the benefits and coverage are at least equivalent to the benefits and coverage which presently exist.

##### 3. Complete Annual Coverage

For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of Health Care insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, payment of premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.



**B. Description to Teachers**

Wherever material is made available by the carriers describing the provisions of the policies and such material is made available to the Board, the Board shall, in turn, distribute said materials to the teachers.

**ARTICLE XI****SICK LEAVE****A. Eligibility**

Any ten (10) month teacher of the school district shall be eligible for ten (10) sick leave days during the teacher's contract period. Any eleven (11) month teacher in the school district shall be eligible for eleven (11) sick leave days during the teacher's contract period. Any classroom teacher, guidance counsellor, nurse, librarian, coordinator, or member of the Special Services Team, who has been employed continuously for a period of ten (10) years shall be eligible for twelve (12) sick leave days per contract year.

**B. Definition**

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the District's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household.

**C. Cumulative**

When a teacher uses less than the allotted number of sick leave days during a contract period, the number of such unused days is cumulative, beginning from the date of the teacher's initial employment in the District. Such cumulative days shall be credited as additional days beyond the regular allotted days for any one year. Cumulative sick leave is not transferable when a teacher enters the employment of the school district.

A statement listing the total amount of cumulative unused sick leave credited is to be submitted to each teacher at the beginning of each school year by the Board Secretary.

**D. Deduction for Cause**

If a teacher who forfeits or discontinues a contract for any reason, has expended the sick leave and taken additional sick leave before the contract is forfeited, the Board may deduct from the teacher's terminal paycheck reimbursement for the days missed in excess of allowable sick leave.

**E. Extension of Coverage**

Whenever a teacher is granted sick leave, with pay, by the

Board, the basic health insurance coverage shall be paid by the Board. Such payment shall be made during the period of such sick leave for a maximum of twelve (12) months. If the teacher is granted sick leave, without pay, the teacher may continue coverage under the health benefit program at Board expense for a maximum of three (3) months. At the expiration of the three-month period, coverage may continue if the teacher elects to pay the required premiums directly to the carrier at non-group rates.

F. Extended Sick Leave

When a teacher's absence exceeds the annual and accumulated sick leave, the Board may pay any teacher each day's salary less the pay of a substitute, for a reasonable length of time, as may be determined in each individual case by the Board and Superintendent.

ARTICLE XII

PROFESSIONAL DEVELOPMENT FUND

There shall be established a Professional Development Fund (P.D.F.). The purpose of this fund shall be to provide fiscal support for curriculum projects proposed by members of the teaching and administrative staff which will prove of benefit to students. Funding shall be \$7,000 for each year of this contract.

The Superintendent and the Association will, by mutual agreement, establish detailed procedures for receiving, evaluating, and making recommendations relative to all project proposals. The Board shall approve or disapprove all recommended proposals submitted to it, but shall be committed to the expenditure of the total amount allocated for the fund if there are adequate, acceptable proposals.

The following general guidelines are to be incorporated into the document of procedures:

1. Specific deadlines for receiving and acting upon proposals shall be clearly established.
2. The P.D.F. Committee established to receive, evaluate, and make recommendations concerning projects shall be broadly representative of the entire professional staff.
3. All projects must have as their primary purpose the improvement of curriculum and instruction.
4. No single project proposal shall receive funding in excess of 15 percent of the total monies provided in the Professional Development Fund, except by mutual agreement of the P.D.F. Committee and the Board.
5. Project expenditures may include compensation for services rendered by members of the teaching staff, secretaries and clerks, and consultants, purchase of materials and travel expenses.

6. In the event that P.D.F. funds are not expended in any fiscal year, it is the intent of the Board and the Association that such funds shall be incorporated into the P.D.F. for the next fiscal year.

7. Expenditures under the P.D.F. shall not be considered a substitute for monies regularly budgeted by the Board for in-service projects, workshops or professional travel unconnected with an approved P.D.F. project.

#### ARTICLE XIII

##### PERSONAL LEAVE

###### A. Philosophy

Personal leave is a privilege which allows teachers to be absent for important reasons. The Board expects this privilege to be used in a responsible manner.

###### B. Number of Days

Five (5) days personal leave shall be allowed with pay for each ten-month teacher per year. Six (6) days leave shall be allowed for each eleven-month teacher per year. Prior approval should be obtained whenever possible, at least 24 hours before the leave is to occur, in writing, on the appropriate form. Application should be made through the line of communication to the Superintendent.

###### C. Reasons

This policy shall cover all absences not chargeable to sick leave or professional leave or bereavement leave. These reasons include absences for death, illness in the immediate family, presentation of a degree, religious holidays, court appearances, any emergency situation, or personal business which cannot be handled outside of school hours and by any other member of the family.

###### D. Partial Days

When a teacher is absent for less than half the normal working day, it will be considered one-half day of personal leave. More than one-half day's absence will be considered a full day of personal leave.

###### E. Miscellaneous

1. No unused days shall be cumulative for use in another year.
2. Every absence must be reported in writing on the Employee's Absence Form on returning to work.

F. Bereavement Leave

Teachers shall be entitled to the following temporary, non-cumulative leave of absence with full pay each school year:

1. Up to four (4) days at any one time in the event of death of a teacher's spouse, child, parent, brother or sister.

2. Up to two (2) days at any one time in the event of death of a teacher's father-in-law, mother-in-law,

3. One (1) day in the event of death of a teacher's son-in-law or daughter-in-law.

ARTICLE XIV

TEACHER OBSERVATION AND EVALUATION

A. General

1. Observation and evaluation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. Such on-the-job evaluations shall include only school-related activities and responsibilities.

2. Information regarding the performance of a teacher obtained by an administrator as the result of an on-the-job observation by another administrator may be included in an annual evaluation. However, such observations must be communicated to the teacher in writing. The teacher shall have the right to dissent with any or all parts of the evaluation and to have this written dissent appended to the report.

3. The Administration shall have the right to determine when an evaluation shall be made. In selecting the times for evaluations, supervisors shall consider all relevant factors which should be taken into consideration and shall avoid making evaluations at those times when, in the opinion of the evaluator, a fair evaluation may not be made. Supervisors shall make all evaluations as comprehensive as possible keeping with conditions then in existence.

B. Classroom Observation

1. Non-tenure teachers shall be observed by their immediate superiors (e.g., Supervisors of Instruction and/or Principal/Vice Principal) at least three (3) times each year, no more than two (2) of which shall be in the same marking period. Tenure teachers shall be observed at least one (1) time each year by their immediate superiors. Each one of the minimum required observations shall consist of at least thirty (30) minutes in duration. The

teacher shall be furnished with a copy of any classroom observation report within two (2) school days of the observation. A conference between the teacher and the observer for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction shall be held within three (3) school days of the observation. Additional observations and help are recommended for teachers experiencing difficulty. When possible, two or more persons should observe teachers independently. Where both teacher and observer agree that there has been an oversight, or a mistake in fact, in connection with any observation report, said observation report shall be rewritten to reflect the facts.

3. When the principal is not the observer, no observation report shall be submitted to him or any supervisor while such conference as outlined in B.2. above is pending. The teacher shall have the right to dissent with any or all parts of the observation report and to have his/her written dissent appended to the report at the time of submission to the principal or other supervisor.

#### C. Evaluation

1. Prior to the submission of mid-year and annual evaluations, the administrator or supervisor writing the evaluation shall hold a conference with each teacher. Where both teacher and evaluator agree that there has been an oversight, or a mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts before submission. If the teacher objects to, or disagrees with statements in his evaluation, he shall be allowed five (5) school days to append a written reply to the evaluation. The evaluation shall not be forwarded without this reply. If the teacher does not reply within the allotted time, the evaluation shall be forwarded to the Principal/Superintendent on the sixth school day.

2. All teachers shall be required to sign completed evaluation forms. The signing of such forms does not signify approval by the teacher. Where teacher and evaluator agree that there has been an oversight, or a mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts.

3. Mid-year and annual evaluation reports shall be in addition to the classroom observation reports.

### ARTICLE XV

#### PROFESSIONAL COURSES

The Board encourages members of the professional staff to take courses for the betterment of their teaching capabilities and for their increased value to the school, and will subsidize up to 75 percent of the tuition cost of such courses within the limits defined below and with the exception of courses which have been suggested or recommended by the Board.

A. Eligibility

The teacher shall have been a full-time member of the professional staff for a full school year prior to enrollment in the course.

B. Approval of Courses

1. To be approved it must meet the following requirements:

a. The value and suitability of the courses shall have had approval of the Superintendent prior to enrollment by each individual.

b. Be in the area of specialty of the teacher making application, or

c. Be determined that the course will enhance the value of the staff member in terms of the needs of the district as determined by the Superintendent of Schools.

d. All courses must be taken in residence at an approved or accredited college. Attendance at classes is required. Approval of independent study, research, dissertation, thesis credits and correspondence courses will be considered on an individual basis by the Superintendent.

2. All applications are to be submitted to the Superintendent of Schools for approval by the dates announced by the Superintendent of Schools to the staff for courses to be taken during the Fall, Spring, or Summer semesters. In the event that evidence is presented that college catalogues were not available by the dates announced yearly by the Superintendent, the Superintendent has the prerogative of extending the announced date for submission of application on an individual basis.

C. Payment

1. Successful completion of the course shall be furnished to the Superintendent and endorsed by him before payment is made.

2. A teacher who does not return from a summer session will not be reimbursed.

3. Teachers not returning to their position for the school year following that in which an approved course of study was taken will be required to reimburse the Board for such payment and will sign an agreement to that effect at the time of application. Teacher reimbursement will be on or about June 30 of that school year providing they are still members of the school district.

4. For the term of this contract, this subsidy shall be 75 percent of the tuition cost. This 75 percent is not to exceed \$410. per year in 1982/1983 and \$450. per year in 1983/1984 to any one teacher. Payment shall be made upon furnishing proof of successful completion of the course and the total payment by the Board of Education will not exceed \$12,000. in 1982/1983 and \$14,000. in 1983/1984.

D. Required Training

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required by the Board to take.

ARTICLE XVI

DEDUCTIONS FROM SALARY

A. Professional Dues

Deductions from salary for members of the negotiating unit for dues for the Pascack Valley Regional Education Association, the New Jersey Education Association, or the National Education Association shall be made in accordance with the laws of the State of New Jersey. (Chapter 310, PL 1967)

B. Annuity Program

Whenever the Association indicates a desire to participate in an annuity program in accordance with the provisions of R.S. 18A:66-127, the Board shall participate on behalf of the employees in said program provided, however, that there shall be no more than two plans covering such annuity programs, which plans shall be agreed upon mutually between the parties.

ARTICLE XVII

AGENCY FEE

A. Purpose of Fee

If a teacher 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 to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

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 equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B

above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher during the remainder of the membership year in question. The deductions will begin 30 days after the teacher begins his or her employment in a bargaining unit position.

D. Termination of Employment

If a teacher 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 teacher during the membership year in question and promptly forward same to the Association.

E. 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.

F. Save Harmless

The Association shall save the Board harmless from any claim raised against it by an employee as a result of fulfilling its obligation under this article.

ARTICLE XVIII

BOARD RIGHTS

The Board reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations:

1. To direct employees of the school district;
2. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, to demote, discharge, or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal agency regarding these matters;
3. To maintain the efficiency of the school district operations entrusted to them;



4. To determine the methods, means, and personnel by which such operations are to be conducted, subject to all applicable laws and decisions of any State or applicable Federal Agency; and

5. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitation, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it, by the Constitutions of the State of New Jersey and of the United States and the laws of the State of New Jersey and of the United States, as the same have been interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.

Nothing in the above shall limit the Association directly or indirectly in its duty to fairly represent the membership of the Association and to present grievances, proposals, counter-proposals, and to negotiate with the Board on wages, hours and other terms and conditions of employment.

#### ARTICLE XIX

##### TEACHERS' RESPONSIBILITIES

Except as otherwise modified by this Agreement and subject to the provisions of this Agreement, teachers shall act under the supervision of their superiors and they shall be fully responsible for:

1. The instruction, guidance, discipline, and supervision of students assigned to their classes.
2. Evaluation of the progress of students under their direction.
3. The maintenance of such records and reports as they may be required to keep under the provisions of State law or as required by their superiors.
4. Attendance at staff meetings called by their superiors according to Article VII.
5. Complying with all applicable rules, regulations and policies of the Board, except as where otherwise provided by this Agreement.
6. Where called upon by their superior to plan, guide, direct, evaluate, and supervise extra-curricular activities within the sphere of their competence, scheduled as per past practices. Volunteers shall first be sought.
7. Recommending to the Guidance Department such pupils as in the opinion of the teachers require assistance from the Guidance Department.
8. Any question or criticism of a supervisor or administrator by a teacher shall be made in private and not in the presence of students, parents, or other public gatherings.

9. Meeting with students for extra help as provided elsewhere in this Agreement.

## ARTICLE XX

### MISCELLANEOUS PROVISIONS

#### A. Separability

If any provision of the 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 applications shall continue in full force and effect.

#### B. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### C. Printing Agreement

The Association and the Board shall share equally in the costs of preparing, printing, and reproducing this Agreement.

#### D. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at:

46 Akers Avenue  
Montvale, New Jersey 07645

2. If by Board, to Association at:

Pascack Hills High School  
Grand Avenue  
Montvale, New Jersey 07645

Should any difficulties arise in the implementation of this Agreement, either party may request a meeting to clarify the disputed section(s).

## ARTICLE XXI

### DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1982 and shall continue in effect until June 30, 1984. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

PASCACK VALLEY REGIONAL  
EDUCATION ASSOCIATION

PASCACK VALLEY REGIONAL  
BOARD OF EDUCATION

By David Dierker S/B  
President

By Dr. Eleanor Cummins S/B  
President

By Mary Ellen Legge S/B  
Secretary

By Bradford A Keith S/B  
Secretary

PASCACK VALLEY REGIONAL HIGH SCHOOL DISTRICT

Salary Guide - 1982-1983

Teachers and Certificated Nurses with Bachelor's Degree

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	13,310	14,260	14,650	15,340	16,430	17,130
2	14,080	15,180	15,600	16,290	17,380	18,080
3	14,860	16,110	16,560	17,250	18,340	19,040
4	15,650	17,050	17,530	18,220	19,310	20,010
5	16,450	18,000	18,510	19,200	20,290	20,990
6	17,260	18,960	19,500	20,190	21,280	21,980
7	18,080	19,930	20,500	21,190	22,280	22,980
8	18,910	20,910	21,510	22,200	23,290	23,990
9	19,750	21,900	22,530	23,220	24,310	25,010
10	20,600	22,900	23,560	24,250	25,340	26,040
11	21,460	23,910	24,600	25,290	26,380	27,080
12	22,330	24,930	25,650	26,340	27,430	28,130
13	23,210	25,960	26,710	27,400	28,490	29,190
14	24,100	27,000	27,780	28,470	29,560	30,260
15	24,100	27,000	28,860	29,550	30,640	31,340

Longevity

Teachers with a minimum of sixteen (16) credited years in the District will receive longevity salary.

Credited years of experience in the District is the basis for assignment to the given step on the salary guide. Half steps do not qualify an individual for movement to the next full step on the longevity guide. Only a full year of service will be given salary credit on the longevity guide.

Credited years of experience in the District means actual full contracted years of teaching in the Pascack Valley Regional High School District, plus years of approved sabbatical leave, plus credit accepted by the Pascack Valley Regional High School District for military service, plus teaching experience outside the Pascack Valley Regional High School District credited for placement on the salary guide.

PASCACK VALLEY REGIONAL HIGH SCHOOL DISTRICT  
 Salary Guide - 1983-1984  
Teachers and Certificated Nurses with Bachelor's Degree

Step	BA	BA+30	MA	MA+15	MA+30	MA+45
1	14,770	15,810	16,280	17,060	18,250	19,010
2	15,600	16,790	17,290	18,070	19,260	20,020
3	16,440	17,780	18,310	19,090	20,280	21,040
4	17,290	18,780	19,340	20,120	21,310	22,070
5	18,150	19,790	20,380	21,160	22,350	23,110
6	19,020	20,810	21,430	22,210	23,400	24,160
7	19,900	21,840	22,490	23,270	24,460	25,220
8	20,790	22,880	23,560	24,340	25,530	26,290
9	21,690	23,930	24,640	25,420	26,610	27,370
10	22,600	24,990	25,730	26,510	27,700	28,460
11	23,520	26,060	26,830	27,610	28,800	29,560
12	24,450	27,140	27,940	28,720	29,910	30,670
13	25,390	28,230	29,060	29,840	31,030	31,790
14	26,340	29,330	30,190	30,970	32,160	32,920
15	26,340	29,330	31,330	32,110	33,300	34,060

1982-1984 Longevity

Years	Salary
16-18	\$ 300
19-21	600
22-24	900
25-27	1,200
28+	1,500

Teachers with a Doctoral Degree shall receive \$750 above the appropriate step on the MA+45 guide.

Certificated Nurses who do not have Bachelor Degrees shall be placed on that step of the guide appropriate to the number of years of service, but the rate of compensation shall be 85% of that set forth on the BA guide.

Graduate courses taken prior to receipt of the MA and after receipt of the BA but not credited toward the MA shall be credited toward the MA+30 if completed before July 1, 1978 and if claimed and verified on forms available in the Superintendent's Office no later than November 1, 1978.

PASCACK VALLEY REGIONAL HIGH SCHOOL DISTRICT

Athletic Pay Guide 1982/84

Schedule B

<u>Positions Each School</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Head Football Coach	2116	2247	2379
Asst. Football Coach (4)	1465	1594	1727
Football Trainer	1465	1594	1727
Head Basketball Coach	1890	2020	2151
Assistant Basketball Coach (3)	1238	1368	1498
Head Wrestling Coach	1890	2020	2151
Asst. Wrestling Coach (2)	1238	1368	1498
Head Baseball Coach	1695	1825	1955
Asst. Baseball Coach (2)	1108	1238	1368
Head Track Coach (2)	1695	1825	1955
Asst. Track Coach (2)	1108	1238	1368
Head Soccer Coach	1695	1825	1955
Assistant Soccer Coach	1108	1238	1368
Cross Country Coach	1108	1238	1368
Volley Ball Coach	1695	1825	1955
Gymnastics Coach	1108	1238	1368
Indoor Track Coach	1108	1238	1368
Tennis Coach (2)	1108	1238	1368
Softball Coach	1695	1825	1955
Asst. Softball Coach	1108	1238	1368
Bowling Coach	1108	1238	1368
Golf Coach	1108	1238	1368

1. A Coach of one sport in the district who transfers to a different sport should be given credit for prior coaching experience.
2. A Head Coach at another school who comes to this district as a Head Coach should be given prior coaching credit.
3. An Assistant Coach at another school who comes to this district as an Assistant or Head Coach should be given prior coaching credit.

Service Credit:

A. Within the District:

Any Coach within the district transferring to a new assignment within the same sport will be given credit on the salary guide for his/her coaching experience in that sport. Any coach within the district transferring to a different sport will not be given credit on the salary guide for his/her coaching experience in sports not the same as that of his/her new assignment. This last provision does not apply to transfers between softball and baseball.

(NOTE: This regulation shall not be construed to mean that with the acceptance of an additional assignment a coach automatically assumes the same experience level in the new sport. For instance, a baseball coach on Step 3 who accepts a track assignment would begin the new assignment on Step 1)

B. Entering the District :

Any Coach entering the district shall receive credit for coaching experience, whether it be at assistant or head coaching level. The experience, to be credited, must be in the same sport to which the new coach has been assigned.

EXTRA CURRICULAR PAY GUIDE 1982-84

<u>Positions Each School:</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Student Council Advisor	1046	1147	1249
Yearbook Advisor	1046	1147	1249
Newspaper Advisor	1046	1147	1249
Marching Band/Color Guard Advisor	1071	1129	1385
Dance Band Advisor	632	697	742
Senior Class Sponsor (2)	790	954	1118
Junior Class Sponsor	681	681	681
Sophomore Class Sponsor	598	598	598
Freshman Class Sponsor	563	563	563
Literary Magazine Advisor	940	940	940
Majorette Advisor	817	845	872
Festival Director	1044	1044	1044
Debating Team Advisor	647	693	742
Dramatics Advisor	742	863	982
Flag Twirler Advisor	550	591	632
Set Construction Advisor	770	770	770
Set Design and Decoration Advisor	770	770	770
Cheerleading Advisor (2)	1029	1112	1195



PASCACK VALLEY REGIONAL HIGH SCHOOL DISTRICT

Salary Schedules

1982-1984

Director of Athletics                      Schedule D

Step 1 ----- 2,256.  
Step 2 ----- 2,393.  
Step 3 ----- 2,532.

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Lead Teacher                                      Schedule E

Step 1 ----- 417.  
Step 2 ----- 417.  
Step 3 ----- 417.

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Audio-Visual Coordinator                      Schedule F

Step 1 ----- 953.  
Step 2 ----- 1017.  
Step 3 ----- 1080.