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RUTGERS UNIVERSITY

A G R E E M E N T

between the

PASSAIC VALLEY EDUCATION ASSOCIATION, INC.

and the

BOARD OF EDUCATION OF

PASSAIC COUNTY REGIONAL HIGH SCHOOL DISTRICT NO. 1

THE COUNTY OF PASSAIC

LITTLE FALLS, NEW JERSEY 07424

for

1976-77 - 1977-78

PREAMBLE

1 This Agreement entered into this \_\_\_\_\_ day of  
2 \_\_\_\_\_, 19\_\_\_\_, by and between the Board of  
3 Education of the Passaic County Regional High School District No. 1  
4 of Passaic County, New Jersey, hereinafter called the "Board", and  
5 the Passaic Valley Education Association, Inc., hereinafter called  
6 the "Association".  
7  
8

9 WITNESSETH:

10  
11 WHEREAS, the parties have reached certain understandings which  
12 they desire to confirm in this Agreement, be it  
13 RESOLVED, in consideration of the following mutual covenants, it  
14 is hereby agreed as follows:  
15  
16

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52		
53		
54		

## TEACHER EMPLOYMENT

1. A. Standard Certification

2.  
3 1. The Board agrees to make every effort to hire only certificated  
4 teachers holding standard certificates issued by the New Jersey State  
5 Board of Examiners for every certificated teaching assignment covered  
6 by ARTICLE I.  
7

8 B. Notification of Contract Salary

9  
10 Teachers shall be notified of their contract and salary status for  
11 the ensuing year in accordance with the date provided by the law then  
12 in effect. In the event that contract negotiations have not been com-  
13 pleted, a letter of intent to rehire or not to rehire will be sent to  
14 all teachers no later than the date provided by the law then in effect,  
15 the statutory reference being N.J.S.A. 18A:27-10. The intent of this  
16 paragraph is to include both tenure and non-tenure teachers.  
17

18 C. Notification of Compensated Extra-Curricular Activities

19  
20 The Board shall notify teachers of compensated extra-curricular  
21 activities no later than the last school day of June regarding their  
22 status except in those instances in which an unforeseen contingency, the  
23 reasons for which shall be in writing, makes the giving of a notice by  
24 the stated date impossible.

## ARTICLE I

RECOGNITION1 A. Unit

2 The Board hereby recognizes the Passaic Valley Education Assoc-  
 3 iation, Inc. as the exclusive and sole representative for collective  
 4 negotiations concerning the terms and conditions of employment for  
 5 all certificated personnel under contract, on leave, employed by the  
 6 Board or hereinafter employed pursuant to the terms of this Agreement  
 7 to include:

8  
 9 Guidance Counselors  
 10 Social Workers  
 11 Coaches  
 12 Teachers  
 13 Advisors  
 14 Coordinators  
 15 Nurses  
 16 Librarians  
 17 Supplemental Instructors  
 18 Specialists  
 19 Special Service Personnel  
 20 Psychologists  
 21 Learning Disability Teacher Consultant  
 22 \*Child Study Team Personnel  
 23 \*\*Athletic Director  
 24 \*\*Audio-Visual Specialist

25  
 26 to exclude:

Superintendent  
 Assistant Superintendents  
 Area Managers  
 Administrative Assistants to the  
 Superintendent:  
 Director/Supervisor of Pupil Personnel  
 Services  
 Home School Counselor

27  
 28  
 29  
 30  
 31  
 32  
 33 \* Not to include a Physician or Psychiatric Consultant

34  
 35  
 36 \*\*Shall be included when position is held by a person eligible for  
 37 PVEA Membership

38  
 39 B. Definition of Teacher:

40  
 41 Unless otherwise indicated, the term "teachers", when used herein-  
 42 after in this Agreement, shall refer to all certificated personnel under  
 43 contract represented by the Association in the negotiating unit as above  
 44 defined, and references to male teachers shall include female teachers.



## ARTICLE 2

NEGOTIATION PROCEDURE1 A. Deadline Date

2  
3 The Board and the Association agree to enter into collective  
4 negotiations over a successor agreement in accordance with  
5 Chapter 303, Public Laws as amended by Chapter 123 P L 1974,  
6 in a good-faith effort to reach agreement on matters concerning  
7 the terms and conditions of teachers' employment. Such negotiations  
8 shall begin not later than October 1 of the calendar year preceding  
9 the calendar year in which this Agreement expires. Any Agreement  
10 so negotiated shall apply to all teachers, be reduced to writing, be  
11 signed by the Board and the Association and be adopted by the Board.

12  
13 B. Availability of Data

14  
15 During negotiation, the Board and the Association shall present  
16 relevant data, exchange points of view and make proposals and counter-  
17 proposals. The Board and Association shall make available to each  
18 other for inspection research materials that are available pertinent  
19 to the item being negotiated. As soon as possible the Board shall  
20 provide the Association with a complete tentative line budget for  
21 the next fiscal year as well as preliminary budgetary proposals,  
22 requirements and allocations.

23  
24 C. Exclusive Selection of Representatives

25  
26 Neither party in any negotiation shall have any control over the  
27 selection of the negotiating representatives of the other party. The  
28 parties mutually pledge that their representatives shall be clothed  
29 with all necessary power and authority to make proposals, consider  
30 proposals and make counterproposals in the course of negotiations.

31  
32 D. Meetings to Review Agreement

33  
34 1. In a multiyear contract, at the end of the first year of that  
35 contract, prior to the last day of student attendance, representatives  
36 of the Board and the Association's negotiating committee shall meet  
37 to review the administration of the Agreement, and to resolve problems  
38 that may arise. These meetings are not intended to bypass the griev-  
39 ance procedure.

40  
41 2. Each party shall submit to the other, at least seven (7) days  
42 prior to the meeting, an agenda covering matters they wish to discuss.

## ARTICLE 2

NEGOTIATION PROCEDURE

1           3. All meetings between the parties shall be regularly  
2 scheduled, whenever possible, to take place when the teachers  
3 involved are free from assigned instructional responsibilities  
4 unless otherwise agreed.

5  
6           4. Should a mutually acceptable amendment to this Agree-  
7 ment be negotiated by the parties, it shall be reduced to  
8 writing, be signed by the representatives of the Board and the  
9 Association, and be recommended for adoption by their respect-  
10 ive bodies.

11  
12 E. Savings Clause

13  
14           Except as this Agreement shall hereinafter otherwise provide,  
15 all terms and conditions of employment applicable on the effective  
16 date of this Agreement to employees covered by this Agreement as  
17 established by the rules, regulations and/or policies of the  
18 Board in force on said date, shall continue to be so applicable  
19 during the term of this Agreement. Unless otherwise provided  
20 in this Agreement, nothing contained herein shall be inter-  
21 preted and/or applied so as to eliminate, reduce nor otherwise  
22 detract from any teacher benefit existing prior to its effective  
23 date. This section shall not apply to Art. 15 section A-1.  
24

25 F. Association Exclusive Negotiating Rights

26  
27           The Board agrees not to negotiate concerning said employees  
28 in the negotiating unit as defined in ARTICLE 1 of this Agree-  
29 ment, with any organization other than the Association for the  
30 duration of this Agreement.

31  
32 G. Modification Clause

33  
34           This Agreement shall not be modified in whole or in part  
35 by the parties except by an instrument in writing duly executed  
36 by both parties.

## ARTICLE 3

GRIEVANCE PROCEDURE1 A. Definitions  
2

3 1. A "grievance" shall mean a complaint by a teacher (1) that  
4 there has been as to him a violation or inequitable application  
5 of any of the provisions of this contract, or of Board policies  
6 relating to terms or conditions of employment.  
7

8 2. An "aggrieved person" is the person or persons making the  
9 complaint.  
10

11 3. A "party in interest" is the person or persons making the  
12 complaint and any person who might be required to take action  
13 or against whom action might be taken in order to resolve the  
14 complaint.  
15

16 4. The term "days" when used in this article shall mean  
17 working school days; thus weekend or vacation days are excluded.  
18

19 B. Purpose  
20

21 The purpose of this procedure is to secure, at the lowest  
22 possible administrative level, equitable solutions to the prob-  
23 lems which may from time to time arise, affecting the welfare  
24 or working conditions of teachers. Both parties agree that  
25 grievance proceedings will be kept as informal and confidential  
26 as may be appropriate at any level of the procedure.  
27

28 C. Initiation and Processing  
2930 1. Level One - Immediate Supervisor  
31

32 The teacher shall present his complaint orally to his  
33 immediate supervisor who shall orally and informally discuss  
34 the problem with the teacher in an attempt to resolve the problem.  
35

36 2. Level Two - Written Grievance  
37

38 a. Any teacher may present a grievance in writing  
39 within twenty-five (25) days following the act or condition  
40 which is the basis of his complaint, to the superior (for  
41 example, area manager, unit chairman, supervisor or director)  
42 of the employee against whom the grievance exists and who has  
43 jurisdiction over the act or condition involved. Information  
44 copies of the grievance shall be sent by the teacher to the  
45 Assistant Superintendent, to the President of the Association  
46 and to the Superintendent. The hearing on such grievance shall  
47 be held by the teacher's superior within five (5) days of re-  
48 ceipt of such written communication. Within five (5) days after  
49 hearing of the grievance at the level specified above, the person  
50 hearing the grievance shall make his decision known in writing to  
51 the grievant and to all persons officially present at the hearing.

## ARTICLE 3

GRIEVANCE PROCEDURE

1           b. If the aggrieved employee has instituted his grievance  
2 with a person subordinate to the Assistant Superintendent, he  
3 may appeal the decision on such grievance to his Assistant Super-  
4 intendent. Such appeal shall be made in writing within five (5)  
5 days from the date of receipt of the written decision rendered  
6 by the administrator to whom it was initially submitted. The  
7 appeal shall include a copy of the decision being appealed and  
8 the grounds for regarding the decision as incorrect. It shall  
9 also state the names of all persons officially present at the  
10 prior hearing, and such persons shall receive a copy of the  
11 appeal. A hearing on the appeal shall be held within five (5)  
12 days of receipt of the appeal, and the Assistant Superintendent  
13 shall render his decision within five (5) days thereafter.  
14

15           c. In any situation in which a teacher does not serve  
16 under the administrators listed in (a) above, or if the teacher's  
17 grievance is based upon an act or condition for which his  
18 immediate supervisor is responsible, the teacher shall submit  
19 his grievance to the Assistant Superintendent. Such a grievance  
20 shall be presented in writing within twenty-five (25) days  
21 following the act or condition which is the basis of the complaint.  
22 The hearing on such grievance shall be held by the Assistant  
23 Superintendent within five (5) days of the receipt of such  
24 written communication. Within five (5) days after hearing of the  
25 grievance by the Assistant Superintendent, he shall make his  
26 decision known to the grievant and all persons officially present  
27 at the hearing, and the Superintendent.  
28

## 3. Level Three - Superintendent

29  
30  
31           a. Within five (5) days of receipt of the decision  
32 rendered by the Assistant Superintendent pursuant to Section C (2)  
33 above, the decision of the Assistant Superintendent in regard to  
34 such appeal may be further appealed to the Superintendent.  
35

36           b. Appeals to the Superintendent shall be heard by the  
37 Superintendent within ten (10) days of his receipt of the appeal.  
38

39           c. Within ten (10) days of hearing the appeal, the  
40 Superintendent of Schools shall communicate his written decision  
41 to the aggrieved employee and the president of the Association.  
42

D. Arbitration

43  
44  
45           1. A grievance may not be submitted to an arbitrator unless a  
46 decision has been rendered by the Superintendent of Schools  
47 under the grievance procedure, except in cases where, upon  
48 expiration of the time limit for decision, no decision was  
49 issued by the Superintendent, under Section C, paragraph 3, (c)  
50 above.

## ARTICLE 3

GRIEVANCE PROCEDURE

1 2. The proceedings shall be initiated by filing with the Super-  
 2 Intendent and the American Arbitration Association a notice of  
 3 arbitration. Both parties shall be bound by the rules of the  
 4 American Arbitration Association. The notice shall be filed  
 5 within ten (10) days after receipt of the decision of the  
 6 Superintendent under the grievance procedure, or where no de-  
 7 cision has been issued by the Superintendent at Level Three,  
 8 within ten (10) days following the expiration of the time  
 9 limits for the Superintendent's decision. The notice shall in-  
 10 clude a statement setting forth precisely the issue to be de-  
 11 cided by the arbitrator and the specific provision of the  
 12 Agreement involved.

13 3. Unless the parties agree that it shall be binding, the  
 14 arbitrator's decision shall be advisory only and limited  
 15 strictly to the interpretation, application or violation of  
 16 the language of the contract. The arbitrator shall not add  
 17 to or subtract from the Agreement and shall limit his findings  
 18 to the language of the contract.

19 4. The costs for the services of the arbitrator will be borne  
 20 equally by the Board and the Association.

21 E. General Provisions as to Grievances and Arbitration

22 1. Right of Teachers to Process Grievance without Intervention  
 23 or Representation

24 Nothing contained in this article or elsewhere in this  
 25 Agreement shall be construed to prevent any individual teacher  
 26 from presenting and processing a grievance and having it ad-  
 27 justed without intervention or representation by the Association  
 28 if the adjustment is not inconsistent with the terms of this  
 29 Agreement or of Board policy relating to terms and conditions  
 30 of employment except that no grievance may be submitted to  
 31 arbitration without the consent of, and representation by, the  
 32 Association. Teachers may be represented and accompanied by not  
 33 more than two (2) persons at any step in the grievance procedure  
 34 beyond Level One.

35 2. Association Right to Representation

36 When a teacher is not represented by the Association,  
 37 the Association shall have the right to be present and to state  
 38 its views at all stages except Level One of the grievance pro-  
 39 cedure.

40 3. Time Limits

41 Failure at any step of this procedure except Level One to  
 42 communicate the decision in writing on a grievance within the spec-  
 43 ified time limits shall permit the grievant to proceed to the next  
 44  
 45  
 46  
 47  
 48  
 49  
 50  
 51  
 52

## ARTICLE 3

GRIEVANCE PROCEDURE

1 step. Failure at any step of this procedure to appeal a grievance  
2 to the next step within the specified time limits shall preclude  
3 any further appeal on the grievance.

4 The time limits specified in any step of this procedure may be  
5 changed in any specific instance only by mutual agreement, signed  
6 by the Superintendent and the President of the Association. In  
7 the event that a grievance is filed at such time that it cannot  
8 be processed through all the steps in this grievance procedure  
9 by the end of the school year, and if left unresolved until the  
10 beginning of the following school year could result in harm to  
11 a party in interest, the time limits set forth herein shall be  
12 reduced so that the grievance procedure may be exhausted prior  
13 to the end of the school year as soon thereafter as practicable.  
14

15 4. Precedent in Arbitration  
16

17 The Association agrees that it will not support or repre-  
18 sent any employee in any grievance which is substantially similar  
19 to a grievance denied by the decision of an arbitrator. The  
20 Board agrees that it will apply to all substantially similar  
21 situations the decision of an arbitrator sustaining a grievance.  
22

23 5. Stating Purpose of Visit  
24

25 In the course of investigation of any grievance, repre-  
26 sentatives of the Association will report to the Assistant  
27 Superintendent and will state the purpose of the visit upon  
28 arrival.  
29

30 6. Conflicts with Instructional Program  
31

32 Every effort will be made by all parties to avoid inter-  
33 ruption of classroom activities and to avoid the involvement of  
34 students in all phases of the grievance procedure.  
35

36 7. Release from Duty  
37

38 It will be the practice of all parties in interest to pro-  
39 cess grievances after the regular work day or at other times which  
40 do not interfere with assigned duties; provided, however, that  
41 upon mutual agreement by the aggrieved person, the Association,  
42 and the Superintendent to hold proceedings during regular working  
43 hours; the grievant and the appropriate Association representative  
44 will be released from assigned duties without loss of salary.

TEACHER RIGHTS AND BOARD RIGHTS1 A. Rights and Protection in Representation  
2

3 Pursuant to Chapter 303, Public Laws 1968, as amended by  
4 Chapter 123 Public Laws of 1974, the Board hereby agrees that  
5 each certificated person under contract with the Board shall  
6 have the right freely to organize, join and support the Assoc-  
7 iation and its affiliates\* for the purpose of engaging in  
8 collective negotiations and other concerted activities for  
9 mutual aid and protection. As a duly selected body exercising  
10 governmental power under the laws of the State of New Jersey,  
11 the Board undertakes and agrees that it shall not directly or  
12 indirectly discourage or deprive or coerce any teacher in the  
13 enjoyment of any rights conferred by Chapter 303, Public Laws  
14 1968 or other laws of New Jersey or the Constitutions of New  
15 Jersey and the United States; that it shall not discriminate  
16 against any teacher with respect to hours, wages, or any terms  
17 or conditions of employment by reason of his membership in the  
18 Association and its affiliates, his participation in any activ-  
19 ities of the Association and its affiliates, collective nego-  
20 tiations with the Board, or his institution of any grievance,  
21 complaint or proceeding under this Agreement or otherwise with  
22 respect to any terms or conditions of employment.

23  
24 \*Affiliates as used herein above shall mean professional  
25 educational organizations.  
26

27 B. Statutory Savings Clause  
28

29 Nothing contained here shall be construed to deny or restrict  
30 to any teacher or other employee under contract such rights as  
31 he may have under New Jersey School Laws or other applicable laws  
32 and regulations. The rights granted to teachers hereunder shall  
33 be deemed to be in addition to those provided elsewhere.  
34

35 C. Just Cause Provision  
36

37 No teacher shall be reduced in rank or compensation, or  
38 deprived of any professional advantage without just cause. Any  
39 such action asserted by the Board, or any agent or representative  
40 thereof, shall be subject to the grievance procedure herein set  
41 forth.  
42

43 D. Required Meetings or Hearings  
44

45 Disciplinary interviews and reprimands will be considered in  
46 private and the teacher shall be informed of the nature of the in-  
47 terview and given twenty-four (24) hours notice, except in emergency  
48 situations where the health and safety of the staff member, a stu-  
49 dent, or the institution is at stake. An affected teacher shall,  
50 however, have the right, in all such instances, to request the pre-  
51 sence of an Association representative at said interview and, when  
52 such request is made, the interview shall not proceed until the rep-  
53 resentative is in attendance. The member of the administrative staff  
54 who conducts the interview shall have the right to have another

## ARTICLE 4

TEACHER RIGHTS AND BOARD RIGHTS

1 member of the administrative staff in attendance at said interview.

2

3

4 E. Information

5

6

The Board will furnish the following materials to the president of the Association:

7

8

9

a. The annual audit report when received and accepted by the Board.

10

11

12

b. One copy of the minutes of each regular and special meeting of the Board after approval.

13

14

15

c. One copy of the agenda for each regular and special meeting of the Board in advance of the meeting.

16

17

18

d. One copy of the Working Budget for the following school year following public approval of the budget.

19

20

21

F. Board Rights

22

23

24

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

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1. Executive Management

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To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the school day;

2. Hiring Rights

To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

3. Grade Level Course of Instruction

To establish grade-levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;



ARTICLE 4

TEACHER RIGHTS AND BOARD RIGHTS

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4. Means of Instruction, Curriculum, Teaching Materials

To approve the means of instruction, curriculum, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

5. Class Schedules, Hours of Instruction, Duties, and Responsibilities of Teachers

To determine class schedules, the hours of instruction, the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities during the school day.

6. Savings Clause

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the Adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and the authority under the provision of Title 18A of the law of the State of New Jersey or any other national, state, county, district or local laws or regulations as they pertain to education.

7. Donaldson Case Reference

The Board and the Association agree to abide by the provisions established by the decision in the Donaldson case. The wording of this decision shall become automatic addendum to the contract. The full decision shall be attached to copies in possession of the officers of the Association, the Superintendent, and the Board Secretary.

## ARTICLE 5

TEACHER WORK YEAR1 A. In-School Work Year -- Teachers  
2

3 The in-school work year for teachers employed on a ten (10)  
4 month basis shall not exceed one hundred eighty-five (185) days.  
5 Excluded from this section are: new teachers, who may be required  
6 to attend three (3) additional days of orientation; and guidance  
7 counselors, whose work year is defined below.  
8

9 B. In-School Work Year--Guidance Counselors  
10

11 The in-school work year for guidance counselors only, shall  
12 not exceed one hundred ninety-three (193) days. The guidance  
13 counselor work year shall begin five (5) working days immediately  
14 prior to the first day that all teachers report. Specifically  
15 excluded from the five (5) days are weekends and holidays. The  
16 guidance counselor work year shall extend three (3) work days  
17 immediately following the teacher work year.  
18

19 In consideration of the extended work year above, and the  
20 extended teacher hours as specified in ARTICLE 7, Section 1, the  
21 Board agrees to compensate guidance counselors, in addition to  
22 their teacher salaries, a ratio as specified in ARTICLE 20,  
23 Schedule B.  
24

25 C. Inclement Weather or Similar Emergency  
26

27 Teacher attendance shall not be required whenever student  
28 attendance is not required due to inclement weather or other  
29 similar emergency.  
30

ARTICLE 6

TEACHER EMPLOYMENT

1 A. Standard Certification

2  
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4  
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7

1. The Board agrees to make every effort to hire only certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every certificated teaching assignment covered by ARTICLE 1.

8 B. Notification of Contract and Salary

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Teachers shall be notified of their contract and salary status for the ensuing year in accordance with the date provided by the law then in effect. In the event that contract negotiations have not been completed, a letter of intent to rehire, or not to rehire, will be sent to all teachers not later than the date provided by the law then in effect, the statutory reference being N.J.S.A. 18A:27-10. The intent of this paragraph is to include both tenure and non-tenure teachers.

19  
20 C. Notification of Compensated Extra-Curricular Activities

21  
22  
23  
24  
25  
26

The Board shall notify teachers of compensated extra-curricular activities no later than the last school day of June regarding their status except in those instances in which an unforeseen contingency, the reasons for which shall be in writing, makes the giving of a notice by the stated date impossible.

## ARTICLE 7

TEACHER HOURS1 A. Check-In Procedure  
2

3 Teachers shall indicate their presence for duty by indicating  
4 the time of arrival and departure in the appropriate column of the  
5 faculty "sign-in, sign-out" roster. Each teacher is to log the  
6 register individually.  
7

8 B. Leaving the Building  
9

10 Teachers may leave the building during their duty-free lunch  
11 period without requesting permission, but are requested to sign the  
12 courtesy log.  
13

14 C. Lunch Periods  
1516 1976-77--1977-78  
17

18 For the school year 1976-77, 1977-78, the following will be  
19 effective: All teachers shall have a daily duty-free lunch period  
20 of forty-five (45) consecutive minutes.  
21

22 D. Preparation Time  
23

24 In addition to their lunch period, teachers will have duty-free  
25 preparation time which will average forty-five (45) minutes per day  
26 during a complete six (6) day cycle.  
27

28 E. Emergency Situations  
29

30 If in the opinion of the Superintendent or his designee, an em-  
31 ergency shall arise which requires that a teacher be assigned to a class  
32 or classes in order to fill a teaching void or to resolve an emergent  
33 situation, which in the judgment of the Superintendent or his designee  
34 shall require the assignment of a teacher, the latter shall readily ac-  
35 cept such responsibility and assignment notwithstanding anything stated  
36 anywhere in this agreement, except that the teacher must be provided at  
37 least forty-five (45) consecutive minutes for lunch for the duration of  
38 this contract. An emergency situation shall be defined as the absence  
39 of a teacher without prior notice. Such emergency assignments shall  
40 not exceed two (2) school days. In emergency situations non-certificated  
41 personnel shall not be used to cover classes.

## ARTICLE 7

TEACHER HOURS1 F. Extra-Curricular Activities

2

3 Teacher participation in regularly scheduled extra-curricular  
4 activities shall be voluntary.

5

6 G.. Absence from Place of Work

7

8 Except in emergency, no teacher is authorized to be absent  
9 from his appropriate place of work without specific authorization  
10 by an appropriate member of the administrative staff.

11

12 H. Length of Day - Teachers

13

14 Except in emergency and as qualified elsewhere in this agree-  
15 ment, the in-school day for teachers covered by this agreement,  
16 shall be seven (7) hours and five (5) minutes inclusive of lunch  
17 and preparation time. Teachers shall not be required to report for  
18 duty before 8:00 a.m. or remain on duty after 4:00 p.m. A teacher  
19 may depart after his scheduled assignments prior to the end of his  
20 normal work day only upon notification to the Administrative Sec-  
21 retary and only for good cause.

22

23 I. Length of Day - Guidance Counselors

24

25 An exception to section H (cited above), involves teachers  
26 who are guidance counselors. The in-school day for guidance  
27 counselors covered by this agreement shall be seven (7) hours and  
28 twenty-five (25) minutes. In addition, guidance counselors will  
29 be required to work not more than ten (10) nights per school  
30 year. Once every third week, guidance counselors will work one  
31 night from the hours of 7:00 p.m. - 9:30 p.m. The night hours will  
32 be for the exclusive purpose of appointments with parents and/or  
33 student counselees, appointments previously arranged by the appro-  
34 priate guidance counselor during his regular school hours.

35 In consideration of the extended work day and night hours  
36 specified above, the extended work year as specified in ARTICLE 5,  
37 the Board agrees to compensate guidance counselors, in addition  
38 to their teacher salaries, a ratio, as specified in ARTICLE 20,  
39 Schedule B.

40 J. Fridays and Days Preceding Holidays

41

42 On Fridays and days preceding holidays or vacations, the  
43 teachers' day, inclusive of guidance counselors, shall end at the  
44 close of the pupil's day.

45

46

## ARTICLE 7

TEACHER HOURS1 K. Meetings with Parents

2

3

Teachers shall meet with parents at mutually scheduled times.

4

5 L. Faculty Meetings

6

7

8

Teachers may be required to meet outside the normal work day without additional compensation for up to ten (10) meetings (faculty, building, accreditation, area, etc.)

9

10

11

M. Evening Meetings

12

13

14

15

16

Teachers may be required to attend up to four evening meetings per year when such attendance is related to a teacher's professional responsibility. In the event rescheduling becomes necessary, teachers shall be given written notice at least two (2) weeks in advance.

17

18

N. First Year Teachers

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24

First year teachers may be required to participate in three (3) orientation programs outside the regular work year. The Association will be accorded an opportunity to participate in these programs.

25

O. Employment Responsibilities

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29

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31

The parties to this contract agree that the employment responsibilities of teachers extend beyond the normal work day as defined above. Subject to adequate fulfillment of these responsibilities, their mode of implementation shall be at the discretion of members of the bargaining unit.

32

33

P. Teacher Advisor Function

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- (1) The Instructional Council will present recommendations to the Board no later than May 10, 1977, regarding the evaluation process of individual teachers in relation to the T/A function, pursuant to Article 13.2 paragraph D.
- (2) Evaluation of individual teachers in the exercise of their T/A function will not take effect prior to September 1, 1977.
- (3) The T/A function will be performed when teachers are not scheduled for classes or supervisory responsibilities.
- (4) Feedback in the exercise of the T/A function will be provided quarterly through administrative channels.
- (5) Article 7, Paragraphs C and D to remain unchanged.

## ARTICLE 8

TEACHER ASSIGNMENT1 A. Notification

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All teachers shall be given written notice of their tentative class schedules and/or subject assignments by June 5 for the forthcoming school year or as soon as practicable thereafter, but prior to June 15.

8 B. Revisions in Assignment

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In the event that changes in tentative schedules, class, and/or subject assignments are made after June 15, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Area Manager and the teacher affected and, at the teacher's option, a representative of the Association.

17 C. Exceptions

18

19

20

21

22

The above stated dates shall apply except in those instances in which an unforeseen contingency occurs, the reason for which shall be in writing to the Association and the staff member affected.

## ARTICLE 9

REASSIGNMENTS1 A. Posting Vacancies  
2

3 As teaching vacancies and vacancies in extra-curricular act-  
4 ivities become known to the Administration, the Superintendent  
5 shall deliver to the Association and also shall post in all fac-  
6 ulty rooms a list of such vacancies which are expected to occur  
7 in staff positions for the following school year.  
8

9 B. Filing Requests  
10

11 Teachers who desire a change in grade and/or subject assign-  
12 ment may then file a written statement of such desire with the  
13 Superintendent forthwith. Such statement shall include the  
14 grade and/or subject to which the teacher desires to be re-  
15 assigned in order of preference.  
16

17 C. Posting of Reassignments  
18

19 If and when a reassignment is recommended by the Superinten-  
20 dent, he shall post in each faculty room and the main office and  
21 deliver to the Association a school-wide schedule showing the  
22 names of such teachers who have been so reassigned and the nature of  
23 the reassignment.  
24

25 D. Criteria for Assignment  
26

27 In the determination of requests for voluntary reassignment,  
28 the wishes of the individual teacher shall be honored to the extent  
29 that the reassignment does not conflict with the instructional  
30 requirements and best interests of the school system and no such  
31 requests shall be denied arbitrarily, capriciously or without  
32 basis in fact.



## ARTICLE 10

NOTICE OF PROMOTIONS1 A. Positions included

2 Promotional positions are defined as follows: Positions paying  
 3 a salary differential and/or positions on the administrator-  
 4 supervisory levels of responsibility including but not limited to  
 5 positions of Administrative Assistant, Athletic Director, Guidance  
 6 Counselor, Librarian-in-Charge, Coordinators, Area Managers, Assistant  
 7 Superintendent, Administrative Assistant to the Superintendent, and  
 8 Superintendent. All vacancies in promotional positions and/or newly  
 9 created positions including specialists and/or special projects teachers,  
 10 pupil personnel workers and positions in programs funded by the state or  
 11 federal government shall be adequately publicized by the superintendent in  
 12 accordance with the following procedure:

## 13 1. Date of Posting

14  
 15  
 16 When school is in session, a notice shall be posted as far in  
 17 advance as practicable, ordinarily at least twenty (20) school  
 18 days before the final date when applications must be submitted and  
 19 in no event less than (10) school days before such date.  
 20 A copy of said notice shall be given to the Association at the  
 21 time of posting. Teachers who desire to apply for such vacancies  
 22 shall submit their applications in writing to the superintendent  
 23 within the time limit specified in the notice, and the superintendent  
 24 shall acknowledge promptly in writing within five (5) days receipt  
 25 of all such applications. Applications shall be kept on file in  
 26 the superintendent's office for consideration for a minimum period  
 27 of one (1) year for future vacancies, or until the office is notified  
 28 in writing by an applicant that the application is withdrawn,  
 29 whichever event occurs first.

## 30 2. Notification during Summer

31  
 32  
 33 During July and August the superintendent shall notify the  
 34 Association of vacancies arising in promotional positions.

35 B. Board Employment Prerogative

36  
 37  
 38 The giving of notice as above described shall in no wise be  
 39 interpreted as compelling the Board and/or the superintendent to hire  
 40 for "promotional positions" from and among the personnel of the  
 41 membership of the Passaic Valley Education Association.

42 C. Criteria for Notice

43  
 44  
 45  
 46 In both situations set forth in Section A above, the quali-  
 47 fications for the position, its duties, and the rate of compensation,  
 48 shall be clearly set forth. No vacancy in a promotional position  
 49 shall be filled other than in accordance with the above procedure.  
 50  
 51

## ARTICLE 11

NOTICE OF POSITIONS FOR  
EVENING SCHOOL, SUMMER SCHOOL, HOME TEACHING AND FEDERAL PROGRAMS1 A. Posting  
2

3 All openings for positions in the evening school, summer  
4 school, home teaching, federal projects, behind the wheel driver  
5 training, summer guidance counselor, and other programs (including  
6 non-teaching positions for which teachers may be qualified and eli-  
7 gible) shall be adequately publicized by the Superintendent in  
8 accordance with the procedure for publicizing promotional vacancies  
9 set forth in ARTICLE 10 dealing with Promotions. Summer school and  
10 evening school openings shall be publicized forthwith upon determi-  
11 nation of staff needs. Home teaching openings shall be posted as  
12 they occur.  
13

14 B. Criteria  
15

16 In filling such positions, consideration shall be given to a  
17 teacher's area of competence. Teachers employed in the Passaic  
18 County Regional High School District No. 1 shall have priority to  
19 such assignments before appointment to applicants from outside the  
20 district.  
21

22 C. Negotiation of Salary Schedules  
23

24 1. Salary schedules for all positions enumerated in Section 1  
25 above and all summer employment shall be negotiated under procedures  
26 outlined in ARTICLE 2 of this Agreement along with regular salary  
27 schedules whenever possible, or at such other times as may be appro-  
28 priate in order to conform to the time requirements for the imple-  
29 mentation of said programs.  
30

31 2. Exceptions to Section C 1 above shall be proper and appro-  
32 priate for short term projects, grant writing (excluding mini grants),  
33 and research for individuals and/or teams who may properly seek  
34 funding and approval through the Curriculum Project Council as out-  
35 lined in ARTICLE 23.  
36

37 3. The salaries for these positions shall be set forth in the  
38 appropriate schedules of ARTICLE 20.

## ARTICLE 12

TEACHER EVALUATION1 A. General Criteria2  
3 1. Open Evaluation

4  
5 All monitoring or observation of the work performance of a  
6 teacher shall be conducted openly with full knowledge of the teacher.  
7

## 8 2. Evaluation by Certificated Supervisors

9  
10 Teachers shall be evaluated only by persons certificated by  
11 the New Jersey State Board of Examiners to supervise instruction.  
12

## 13 3. Copies of Evaluation

14  
15 A teacher shall be given a copy of any class-visit or  
16 evaluation report prepared by his evaluators at least one(1) day  
17 before any conference to discuss it. No such report shall be  
18 submitted to the central office, placed in the teacher's file or  
19 otherwise acted upon without prior conference with the teacher.  
20 No teacher shall be required to sign a blank form. Any category  
21 not evaluated shall be marked "n/e".  
22  
23

24 B. Personnel Records25  
26 1. File

27  
28 A teacher shall have the right, upon request, to review the  
29 contents of his personnel file and to photocopy any documents  
30 contained therein. A teacher shall be entitled to have a repre-  
31 sentative of the Association accompany him during such review.  
32

## 33 2. Derogatory Material

34  
35 No material regarding a teacher's conduct, service, character  
36 or personality shall be placed in his personnel file unless the  
37 teacher has had an opportunity to review such material by affixing  
38 his signature to the copy to be filed with the express understanding  
39 that such signature in no way indicates agreement with the contents  
40 thereof. The teacher shall also have the right to submit a written  
41 answer to such material and his answer shall be reviewed by the  
42 Superintendent or his designee and attached to the file copy.

## ARTICLE 13

INSTRUCTIONAL COUNCIL1 A. Organization  
2

3 An instructional Council shall be established as soon as  
4 possible after the effective date of this Agreement. The prime  
5 function of the Instructional Council is to work for the  
6 improvement of the curriculum and instructional program at Passaic  
7 Valley High School. The Passaic Valley Education Association  
8 shall appoint members of its Association thereto, each teaching  
9 department of Passaic Valley Regional High School to be represented  
10 on said Council by at least one member, and the Guidance Department  
11 and Administration also to be represented thereon by at least one  
12 member each thereof. The Council shall meet at least ten times  
13 during the school year and shall advise the Association and then  
14 the Administration and finally the Board on such matters as  
15 educational specialists, teacher evaluation, teacher facilities,  
16 professional development and educational improvement, maintenance  
17 of classroom control and discipline, books and other instructional  
18 materials, teaching techniques and curriculum improvement, extra-  
19 curriculum programs, in-service programs, pupil testing and  
20 evaluation, research and experimentation.  
21  
22

23 B. Rules of Procedure  
24

25 The Instructional Council shall establish written rules of  
26 procedure which shall be approved by the Association. The President  
27 of the Association shall appoint the chairman and all members of the  
28 Committee. Any Association member or Board member shall be entitled to  
29 present at scheduled meetings of the Council if they should so choose to  
30 do, but these Association and Board members shall be without vote on  
31 the proceedings by said Council.  
32  
33

34 C. Sub-Committees  
35

36 The Council shall be empowered by majority vote to form sub-  
37 committees to study and render reports to the Council concerning  
38 the topics suggested in Paragraph A.

## ARTICLE 13

INSTRUCTIONAL COUNCILD. Reports

- 1        1. The primary function of the Instructional Council is to recommend  
2        first for Association, then for Administration, and finally for  
3        Board of Education consideration the establishment of policies and  
4        practices pertinent to the items suggested in Paragraph A. The  
5        Council in preparing their recommendations for consideration shall  
6        at all times avail itself of the most up-to-date research pertinent  
7        to such recommendations. In addition, it shall provide for majority  
8        reports and minority reports, if any, pertaining to its recommenda-  
9        tions. However, such reports and recommendations shall be deemed  
10       to be advisory in nature and not mandatory insofar as acceptance  
11       thereof by the Association, the Administration, and the Board.  
12
- 13       2. All reports and recommendations outlined above in Paragraph E  
14       shall be in writing. Copies of written reports shall be furnished  
15       to the Superintendent, the Association President, and the Board  
16       Secretary.

## ARTICLE 14

SICK LEAVE1 A. Definition  
2

3 Sick Leave is defined to mean the absence from his or her  
4 post of duty of any teacher because of personal disability due to  
5 illness or injury, or because the teacher has been excluded from  
6 school by the school district's medical authorities on account of  
7 a contagious disease or of being quarantined for such a disease in  
8 the teacher's household.  
9

10 B. Number of Days  
11

12 Teachers shall be allowed sick leave with full pay for ten (10)  
13 school days in any school year.  
14

15 C. Summer Employment  
16

17 Teachers who work full time in either July or August shall be  
18 credited with an additional day of sick leave for each such additional  
19 month of employment. This section excludes teachers working under  
20 Article 23 (Curriculum Projects Council).  
21

22 D. Accumulative Days  
23

24 If any staff member requires in any school year less than the  
25 specified number of days of sick leave with pay allowed, all days  
26 of such sick leave not utilized that year shall be accumulative to  
27 be used for additional sick leave as needed in subsequent years.  
28

29 E. Non-Deductible Clause  
30

31 Absence for other than sick leave shall not be deducted from the  
32 ten (10) days allowed for personal illness.

## ARTICLE 15

TEMPORARY LEAVE OF ABSENCE1 A. Types of Leave  
2

3 As of the beginning of the 1976-77 and 1977-78 school years,  
4 teachers shall be entitled to the following temporary non-  
5 accumulative leaves of absence with full pay each school year:  
6

7 1. Professional and Personal  
8

9 Absence for professional reasons or for personal reasons  
10 other than those listed in Regulations Concerning Staff Absence  
11 as 4151 in the Staff Handbook of Administrative Regulations must  
12 be approved by the Superintendent and the Board President. The  
13 application must be in writing, signed by the applicant and submitted  
14 to the Superintendent; whenever possible at least three (3) school  
15 days in advance of the day for which permission to be so absent is  
16 sought. Article 2, section E, shall not apply to this paragraph.  
17

18 2. Legal  
19

20 Time necessary for appearances in any legal proceeding  
21 connected with the teacher's employment or with the school system  
22 or in any other legal proceeding if the teacher is required by law  
23 to attend as a party or as a witness under subpoena.  
24

25 3. Serious Illness or Death  
26

27 Up to three (3) days at any one time in the event of death  
28 or serious illness of a teacher's spouse, child, son-in-law,  
29 daughter-in-law, parent, grandparent, father-in-law, mother-in-law,  
30 brother, sister, brother-in-law, sister-in-law. In the event  
31 of the death of a teacher or student in the Passaic Valley High  
32 School District, the superintendent shall allow the President of  
33 the Association or his designee and the immediate superior of said  
34 teacher or student sufficient time off to attend the funeral.  
35

36 4. Other Leaves  
37

38 Other leaves of absence including extended leaves of absence  
39 with or without pay may be granted by the Board as the Board may  
40 see fit.

ARTICLE 16

EXTENDED LEAVE OF ABSENCE

1 A. Association

2  
3 The Board agrees that up to two (2) tenure teachers, provided  
4 they are not in the same department, designated by the Association  
5 may, upon request, be granted a leave of absence without pay for  
6 up to two(2) years for the purpose of engaging in activities of  
7 the Association.  
8

9  
10 B. Military Leaves

11  
12 Military leaves shall be in accordance with New Jersey State  
13 Statutes.  
14

15  
16 C. Maternity Leave

17  
18 The Board and the Association agree to be bound by the New  
19 Jersey Division of Civil Rights decision in the March 23, 1973,  
20 Miller vs. Pequannock Township Board of Education case. All ques-  
21 tions of maternity leave shall first use Miller vs. Pequannock as  
22 the controlling reference for any Board action or decision.  
23 Miller vs. Pequannock is an addendum to this ARTICLE. The full de-  
24 cision shall be attached to copies in possession of the officers  
25 of the Association, the Superintendent, and the Board Secretary.  
26 Maternity leave shall continue for one year and for such additional  
27 time necessary to coincide with the opening of the next school  
28 year.  
29

30  
31 D. Return from Leave

32  
33 All benefits to which a teacher was entitled at the time  
34 his leave of absence commenced, and which are still in existence  
35 by written agreement in affect during the school year when such  
36 teacher returns, including unused accumulated sick leave, shall be  
37 restored to him. He shall be assigned to the same position which he  
38 held at the time said leave commenced, if available or, if not, to a  
39 position for which he is certificated.  
40

41  
42 E. Extensions and Renewals

43  
44 Applications for extensions or renewals of leaves and Board  
45 action thereon shall be in writing.



## ARTICLE 17

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT1 A. In-Service Workshops and Courses  
2

3 The Board agrees to consult with the Administration and  
4 Association in establishing after school, evening, or summer  
5 in-service courses, workshops, conferences, and programs designed  
6 to improve the quality of instruction, within budgetary limitations.  
7

8 B. Expenses for Required or Approved Conferences  
9

10 The Board within budgetary limitations, will pay the reasonable  
11 expenses, including fees, meals, lodging, and/or transportation by  
12 teachers who attend local and out-of-town educational workshops,  
13 seminars, and/or conferences at the request and/or with the advance  
14 approval of their immediate supervisor and the Superintendent.  
15

16 C. Tuition Fees for Graduate Study  
17

18 The Board of Education will reimburse a professional staff  
19 member for tuition fees and for all registration fees expended by the  
20 staff member for graduate study related to his or her present service  
21 to the educational program at the Passaic Valley High School. The  
22 following conditions shall apply:  
23

24 1. Reimbursement shall be for actual tuition cost per credit but  
25 shall not exceed a maximum of \$60 per credit and shall be for actual  
26 registration fees levied by the college or university for the semes-  
27 ter.  
28

29 2. Reimbursement shall be limited to nine (9) credits for the summer  
30 session and six (6) credits each for the fall and spring semesters,  
31 with a maximum of eighteen (18) credits in any one school year  
32 (July 1 - June 30).  
33

34 3. A teacher in his first year of service at the Passaic Valley  
35 High School shall not be eligible for the summer session prior to  
36 employment, but shall be eligible up to a maximum of six (6) credits  
37 for the remainder of the school year.  
38

39 4. A teacher engaged to start work after February 1 of a school year  
40 shall not be eligible for the reimbursement program during the remain-  
41 der of that school year.  
42

43 5. Courses to be acceptable for reimbursement shall be on the grad-  
44 uate level and shall be within the teacher's field of teaching or  
45 service. A course selected to complete the requirements for a  
46 Masters degree in that field will also be acceptable for reimburse-  
47 ment.

## ARTICLE 17

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 1 6. A teacher holding a Masters degree may elect to matriculate in a  
2 second Masters program and the Board will reimburse on the same basis  
3 for courses within this program with the exception that the fields of  
4 administration and supervision and guidance will not be acceptable  
5 for teachers not engaged in those areas at the Passaic Valley High  
6 School.  
7
- 8 7. In the event that a teacher does not matriculate for an advanced  
9 degree, the only course for which the Board will offer reimbursement  
10 will be those within the teacher's field or area of service.  
11
- 12 8. To be eligible for reimbursement, a teacher must be currently  
13 serving as a member of the staff at the Passaic Valley High School.  
14
- 15 9. Courses of study to be included in this program must be approved  
16 in advance by the Board of Education. The application form is to be  
17 obtained from the Superintendent's office and will be presented for  
18 approval through his office.  
19
- 20 10. Payment will be made following presentation to the Superintendent  
21 of evidence of  
22  
23 (a) successful completion of the course;  
24 (b) the payment made by the teacher.  
25
- 26 11. A specific limit of \$6,000 shall be placed in the total annual  
27 budgetary appropriation for the reimbursement program for the school  
28 year 1976-77; and the school year 1977-78, with the understanding  
29 that the exhausting of the appropriation shall terminate payments for  
30 that school year.

## ARTICLE 18

INSURANCE PROTECTION1 A. Full Health Care Coverage  
2

3 As of September 1, 1976, and September 1, 1977, the Board  
4 shall provide for each teacher Hospitalization benefits, Surgical  
5 benefits, Rider J benefits and Major-medical benefit under the  
6 New Jersey Public and School Employee Health Benefits Plan. The  
7 Board shall pay the full premium for each teacher and, in cases  
8 where appropriate, for family-plan insurance coverage.  
9

10

11 B. Description to Teachers  
12

13 The Board shall provide to each teacher a description of the  
14 health-care insurance coverage provided under this article, no  
15 later than September 1, 1976 and September 1, 1977, which shall  
16 include a clear description of conditions and limits of coverage.

ARTICLE 19

PERSONAL FREEDOM

1 A. Personal

2  
3  
4  
5  
6  
7

The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.

8 B. Citizenship

9  
10  
11  
12  
13  
14  
15

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law and do not occur in the presence of students.

## ARTICLE 20

SALARIES1 A. Salary Schedules for School Year 1976-1977 and 1977-1978

2  
3 The salaries of all certificated personnel covered  
4 by this Agreement are set forth in Schedules A, B, C, D, E, and F.  
5

6 B. Method of Payment7  
8 1. Twelve (12) Month

9  
10 Teachers employed on a twelve (12) month basis shall  
11 be paid in twenty-four (24) semi-monthly installments.  
12

## 13 2. Ten (10) Month

14  
15 Teachers employed on a ten (10) month basis shall be  
16 paid in twenty (20) semi-monthly installments.  
17

## 18 3. Summer Pay Plan

19  
20 Teachers may individually elect to have ten per  
21 cent (10%) of their monthly salary deducted from their pay.  
22 These funds shall be paid to the teacher on the final pay  
23 day in June.  
24

## 25 4. Exceptions

26  
27 When a pay day falls on or during a school holiday,  
28 vacation, or week-end, teachers shall receive their pay checks  
29 on the last previous work day.  
30

## 31 5. Final Pay

32  
33 Teachers shall receive their final pay checks on the  
34 last working day in June.

## ARTICLE 21

WITHHOLDING OF INCREMENT1 A. Inefficiency or Other Good Cause  
2

3 Any increment covered by this Agreement may be withheld in  
4 whole or in part for inefficiency or other good cause. Inefficiency  
5 applies to instructional and other contractual obligations.  
6

7 B. Lateness and Failure to Sign-In  
8

9 1. The Board and the Association agree that lateness to  
10 school and/or failure to sign-in is detrimental to the Board,  
11 the Association, the Administration, and the students. The  
12 Association shall strive to remind staff concerning the necessity  
13 of arriving and signing-in promptly each school day.  
14

15 2. Any combination of ten (10) unexcused latenesses to  
16 school or failure to sign-in during a school year shall be suffi-  
17 cient grounds for initiating procedures for the withholding of  
18 an increment.  
19

20 3. An unexcused lateness shall be defined as an omission  
21 on the part of the teacher to telephone the school to explain the  
22 reason for the lateness and to provide a reasonably approximate  
23 time of arrival. Neglecting to sign-in may be excused by writing  
24 a letter of explanation to the Superintendent.  
25

26 4. A log kept in the main office shall be the controlling  
27 document with respect to late arrivals and/or failures to sign-  
28 in. Excused entries shall be so noted.  
29

30 C. Lenape Case  
31

32 The Board and the Association agree to be bound by the  
33 provisions which may be established by the final decision in the  
34 Lenape Regional Board of Education vs. Lenape District Education  
35 Association case now before the Appellate Division. The wording  
36 of the decision, if applicable, shall become an automatic  
37 addendum to this contract.  
38

39 D. Procedures for Withholding of Increment  
40

41 The procedure with regard to withholding of increment for  
42 inefficiency, lateness, failure to sign-in, or other good cause,  
43 shall be in accordance with the following:  
44

45 1. Prior Written Notice  
46

47 The immediate superior and/or the Assistant Superintendent  
48 shall not forward any recommendations to withhold increments or  
49 any part thereof until the immediate superior or Assistant

## ARTICLE 21

WITHHOLDING OF INCREMENT

1. Superintendent has given to the teacher against whom the recommendation shall be made written notice of the reasons for the recommendations.

3  
4

5  
6

## 2. Grievance Procedure

7

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10

11

12

13

14

Once a recommendation is forwarded to the teacher, the teacher may within ten (10) school days file a grievance commencing at the Superintendent's level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth in ARTICLE 3, but such procedures may not be delayed beyond the date on which the withholding would be effective.

15

## 3. Subsequent Salary Status

16

17

18

19

20

21

22

A teacher whose increment has been withheld in whole or in part shall not be entitled to restoration of same but shall be entitled to placement on the schedule in subsequent years as if no increment had been withheld unless subject to a subsequent withholding recommendation.

23

## 4. Supersedure Procedure

24

25

26

This procedure supersedes any other section of this agreement or of Board policy for the withholding of increments.

## ARTICLE 22

MISCELLANEOUS PROVISIONS1 A. List of Positions and Compensation

2

3

4

5

6

7

8

9

10

11

The Board agrees to furnish to the Association a list of all positions that are to be compensated and the amount of compensation.

B. Office Space

The Association shall be provided with office space in Room 219. The Association shall be allowed to install a telephone in such office at its own expense.



ARTICLE 23

CURRICULUM PROJECTS COUNCIL

1 A. Purpose

2 The purpose of the Curriculum Projects Council (CPC) shall be:

- 3
- 4
- 5 1. To expand participation in activities which contribute to
- 6 the professional development of the teacher(s) and to enrich
- 7 educational advantages of the students served by the district.
- 8
- 9 2. To encourage teachers to design and implement creative
- 10 educational ideas to better meet the educational needs of
- 11 the students of the Passaic Valley Regional High School
- 12 District No. 1.
- 13
- 14 3. To involve greater staff in developing and evaluating
- 15 curriculum, grant writing, research, and curriculum design
- 16 and production.
- 17
- 18 4. To provide funding for team and individual projects and
- 19 to provide time, space and equipment.
- 20
- 21 5. To foster improved communications between Board, Adminis-
- 22 tration, and Association through collaborative effort and
- 23 mutual goals.
- 24

25 B. Funding

26 The Board agrees to appropriate for the school year 1976-77,  
27 \$18,000; and the school year 1977-78, \$18,000; to insure  
28 adequate funding for the approved projects of the Curriculum Projects  
29 Council.  
30

31 C. Membership

32 Membership in the CPC shall be tripartite.

- 33
- 34
- 35
- 36 1. The Board shall appoint three (3) members among them
- 37 being the Education Committee Chairman, the President, and
- 38 one other, or their designees.
- 39
- 40 2. The Administrative members shall be comprised of four
- 41 (4) members, among them being the Superintendent or his
- 42 designee, the Administrative Assistant to the Superintendent
- 43 and two (2) Area Managers appointed by and among themselves.
- 44
- 45 3. The Association membership shall be comprised of four (4)
- 46 members, among them being the President or his designee, the
- 47 first and second vice-presidents, and the Chairman of the
- 48 Instructional Council or their designees.
- 49
- 50 4. The procedures utilized in this Article are not intended
- 51 to bypass the grievance procedures outlined in ARTICLE 3,
- 52 the negotiations procedures as outlined in ARTICLE 2, the

## ARTICLE 23

CURRICULUM PROJECTS COUNCIL

1                   the requirements for posting promotional positions as out-  
2                   lined in ARTICLE 10, the posting, criteria, and negotiations  
3                   of compensations sections of ARTICLE 11; or the Savings  
4                   Clause of ARTICLE 4, Section 6.

5  
6

7    D. Rules of Procedure

8

9           1. The Council shall establish its own rules of procedure, shall  
10          provide for its own chairman and a schedule of meetings.

11

12          2. The Council shall establish a voting procedure which shall be  
13          used for recommending the funding of projects.

14

15   E. Payment

16

17                   For an individual or group to receive compensation for a pro-  
18          ject the procedure shall be as follows:

19

20                   1. the proposal must be presented to the Council and be  
21                   granted approval.

22

23                   2. the amount of payment for the completed project shall be  
24                   set at the time of approval.

25

26                   3. a time limit for the completed project shall be stated in  
27                   the proposal.

28

29                   4. the completed project must be accepted by the Council.

30

31                   5. a project upon receiving approval by the Council shall be  
32                   acted upon by the Board as a whole for the purpose of approval  
33                   or disapproval of funding.

34

35   F. Reports

36

37                   Reports shall be issued by the Council to Board, Administration  
38                   and Association at least three times per school year.

39

ARTICLE 24

DURATION OF AGREEMENT

1 A. Duration Period

2  
3  
4  
5  
6  
7  
8  
9

This Agreement shall be effective as of July 1, 1976, and shall continue in effect until June 30, 1978, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE 2. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended mutually in writing.

10  
11 B. Status of Incorporation

12  
13  
14  
15  
16  
17

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 above written.

18  
19  
20  
21  
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PASSAIC VALLY EDUCATION ASSOCIATION, INC.

BOARD OF EDUCATION OF THE PASSAIC COUNTY REGIONAL HIGH SCHOOL DISTRICT NO. 1

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Secretary

## SCHEDULE A

SALARY GUIDE FOR THE PROFESSIONAL STAFF 1976-77

The following tabulation sets forth the established salaries which shall take effect with contracts awarded for the school year starting September 1, 1976.

The basic classifications according to academic training are indicated as follows:

- Class I Bachelors Degree
- Class II 30 points of approved study beyond the Bachelors Degree
- Class III 60 points of approved study beyond the Bachelors Degree and completion of an earned Masters Degree.
- Class IV 90 points of approved study beyond the Bachelors Degree and completion of an earned Masters Degree.

<u>Year of Employment</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>
1	10105.	11425.	12755.	13755.
2	10805.	12125.	13455.	14455.
3	11530.	12630.	13960.	14960.
4	11960.	13130.	14455.	15465.
5	12470.	13630.	14960.	15975.
6	12880.	14150.	15465.	16480.
7	13320.	14650.	15975.	16985.
8	13765.	15155.	16480.	17485.
9	14205.	15660.	16985.	17990.
10	14650.	16160.	17485.	18505.
11	15095.	16675.	17990.	19005.
12	15535.	17175.	18505.	19505.
13	15975.	17680.	19005.	20005.
14	16850.	18185.	19505.	20510.
15	-----	19195.	20007.	21030.
16	-----	-----	21030.	22035.

A professional staff member holding an earned Doctoral Degree from an accredited American university shall be compensated at a salary which shall be \$500 above the appropriate year of employment level shown for Class IV.

## SCHEDULE A

SALARY GUIDE FOR THE PROFESSIONAL STAFF 1977-78

The following tabulation sets forth the established salaries which shall take effect with contracts awarded for the school year starting September 1, 1977.

The basic classifications according to academic training are identified as follows:

- Class I Bachelors Degree
- Class II 30 points of approved study beyond the Bachelors Degree
- Class III 60 points of approved study beyond the Bachelors Degree and completion of an earned Masters Degree
- Class IV 90 points of approved study beyond the Bachelors Degree and completion of an earned Masters Degree

<u>Year of Employment</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>
1	10105.	11425.	12755.	13755.
2	11355.	12675.	14005.	15005.
3	12055.	13375.	14705.	15705.
4	12780.	13880.	15210.	16210.
5	13210.	14380.	15705.	16715.
6	13720.	14880.	16210.	17225.
7	14130.	15400.	16715.	17730.
8	14570.	15900.	17225.	18235.
9	15015.	16405.	17730.	18735.
10	15455.	16910.	18235.	19240.
11	15900.	17410.	18735.	19755.
12	16345.	17925.	19240.	20255.
13	16785.	18425.	19755.	20755.
14	18100.	18930.	20255.	21255.
15	-----	20445.	20755.	21760.
16	-----	-----	22280.	23285.

A professional staff member holding an earned Doctoral Degree from an accredited American university shall be compensated at a salary which shall be \$500 above the appropriate year of employment level shown for Class IV.

Passaic County Regional High School District No. 1  
Little Falls, New Jersey 07424

## SCHEDULE B

SALARIES FOR GUIDANCE, HEALTH, AND LIBRARY SERVICES

1 The additional salaries paid to guidance counselors is compensation for  
 2 the additional work year as specified in ARTICLE 5 and the additional  
 3 teaching hours as specified in ARTICLE 7. The additional salaries for  
 4 these positions shall be computed by multiplying a decimal fraction by  
 5 the guidance counselor's teaching salary (Schedule A) and adding that  
 6 product to the guidance counselor's teaching salary.  
 7  
 8

<u>Position</u>	<u>Ratio</u>	<u>Maximum Above Teaching Salary</u>
Guidance Counselor (Part-Time)	.05	\$ 550.00
Guidance Counselor (Full-Time)	.1	1200.00
*Director of Athletics	.05	550.00
**Librarian-In-Charge	.1	of the minimum salary for Class I of Schedule A as remuneration above the appropriate position on the professional salary guide
***School Psychologist	.1	1200.00

19 \*\*\*School Psychologist .1 1200.00  
 20  
 21 \*Note citation in ARTICLE I  
 22

23 \*\* The workday for the Librarian-In-Charge shall not exceed eight (8) hours  
 24 and five (5) minutes and a work year which will commence September 1 and  
 25 end June 30.  
 26

27 \*\*\* The workday for School Psychologist shall be 7 hours 25 minutes. The  
 28 psychologist will be available for not more than ten (10) evenings for  
 29 the school year 1976-77 and 1977-78.

SCHEDULE C

SALARIES FOR EXTRA-CURRICULAR ACTIVITIES

1 The Board agrees that teachers involved in extra-curricular activities  
 2 approved by the Board and conducted during hours when school is not in  
 3 session shall be compensated at the rates set in this schedule. Salaries  
 4 are expressed in terms of a ratio or percentage, computed on a base  
 5 which shall be the minimum salary for Class I of the professional salary  
 6 guide for the school year in which the service is rendered. These pay-  
 7 ments shall not be a part of the regular contract salary. This list may  
 8 be amended as additional activities are approved or as listed activities  
 9 cease to function.

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<u>ACTIVITY</u>	<u>RATIO</u>
Art Service Corps . . . . .	.05
Boys' Intramural Bowling Club (2 seasons) . . . . .	\$100.00 per season
Camping and Hiking . . . . .	.04
Cheerleaders Advisor . . . . .	.06
Cheerleaders Assistant Advisor . . . . .	.05
Cheerleaders Freshman Advisor . . . . .	.02
Chess Club . . . . .	.02
Color Guard Advisor . . . . .	.04
Dance Band Director . . . . .	.03
Film Club . . . . .	.03
Foreign Language Clubs . . . . .	.03
Girls Show Advisor . . . . .	.025
Girls Show Director . . . . .	.035
Girls Sport Activity Advisor . . . . .	.02
Hockey Club . . . . .	.06
Key Club . . . . .	.02
Marching Band Director . . . . .	.06
Marching Band Assistant Director . . . . .	.03
Play Director -- Full-length Play . . . . .	.05
Play Director -- One (1) Act Play . . . . .	.02
Play Directors -- One (1) Act Musicals -- (Maximum of 3 persons) . . . . .	.01 per person
Senior Class Advisor . . . . .	.03
Ski Club Advisor . . . . .	.05
Ski Club Assistant Advisor . . . . .	.02
Stage and Lighting . . . . .	.05
Tennis Club . . . . .	.06
Twirlers Advisor . . . . .	.04
Underclass Advisor . . . . .	.02
Valley Echo Advisor . . . . .	.03
Valley Green Literary Advisor . . . . .	.025
Vocal Ensemble Director . . . . .	.03
Valley Green Art Advisor . . . . .	.03
Radio Club . . . . .	.04
Literary Magazine . . . . .	.03

SCHEDULE D

SALARIES FOR ATHLETIC COACHES

1 The following tabulation indicates salaries to be paid to coaches of  
2 pupils participating in approved programs of interscholastic athletics.  
3 Salaries are expressed in terms of a ratio or percentage figured on a  
4 base which shall be the minimum salary for Class I of the professional  
5 salary guide (Schedule A) for the school year immediately prior to the  
6 year in which the services are performed.

7  
8 For the school year 1976-77, the base shall be the Class I minimum  
9 figure for 1976-77 or \$10105.

10  
11 For the school year 1977-78, the base shall be the Class I minimum  
12 figure for 1976-77 or \$10105.

13  
14 It is the intention of the parties to continue to calculate the ratios  
15 for coaches on a base which is fixed on Class I minimum salary of the  
16 professional salary guide (Schedule A) for the school year immediately  
17 prior to the year in which the services are performed.



## SCHEDULE D

SALARIES FOR ATHLETIC COACHES

Position	Year of Position										
	1	2	3	4	5	6	7	8	9	10	
<b>1. <u>Boys' Varsity Sports</u></b>											
<u>Baseball:</u>											
Head Coach . . .	.1	.1125	.125	.1375	.15	.1625	.175				
Assistant . . .	.075	.0875	.1	.1125	.125						
<u>Basketball:</u>											
Head Coach . . .	.1125	.125	.1375	.15	.1625	.175	.1875	.2			
Assistant . . .	.075	.0875	.1	.1125	.125						
<u>Bowling:</u>											
Coach . . . . .	.05	.0625	.075	.0875	.1						
<u>Cross Country:</u>											
Head Coach . . .	.075	.0875	.1	.1125	.125	.1375	.15				
Assistant . . .	.05	.0625	.075	.0875	.1						
<u>Football:</u>											
Head Coach . . .	.1375	.15	.1625	.175	.1875	.2	.2125	.225	.2375	.25	
Assistant . . .	.0875	.1	.1125	.125	.1375						
<u>Golf</u>											
Coach . . . . .	.05	.0625	.075	.0875	.1						
<u>Soccer:</u>											
Head Coach . . .	.1	.1125	.125	.1375	.15	.1625	.175				
Assistant . . .	.075	.0875	.1	.1125	.125						
<u>Track:</u>											
Head Coach . . .	.1	.1125	.125	.1375	.15	.1625	.175				
Assistant . . .	.075	.0875	.1	.1125	.125						
<u>Wrestling:</u>											
Head Coach . . .	.1	.1125	.125	.1375	.15	.1625	.175	.2			
Assistant . . .	.075	.0875	.1	.1125	.125						
<u>Tennis:</u>											
Coach . . . . .	.06	.0875	.1	.1125	.125						
<b>2. <u>Girls' Varsity Sports</u></b>											
<u>Field Hockey:</u>											
Head Coach . . .	.05	.0625	.075	.0875	.1						
Assistant . . .	.04	.0525	.0650	.0775	.09						
<u>Basketball:</u>											
Head Coach . . .	.06	.0725	.0850	.0975	.11						
Assistant . . .	.04	.0525	.0650	.0775	.09						
<u>Gymnastics:</u>											
Head Coach . . .	.06	.0725	.0850	.0975	.11						
Assistant . . .	.04	.0525	.0650	.0775	.09						
<u>Softball:</u>											
Head Coach . . .	.05	.0625	.075	.0875	.1						
Assistant . . .	.04	.0525	.0650	.0775	.09						
<u>Bowling:</u>											
Coach . . . . .	.04	.0525	.0650	.0775	.09						

S C H E D U L E E

SALARIES FOR SUMMER SCHOOL TEACHERS

1 Salaries for summer school teachers will be based upon the  
2 number of years of regular teaching experience the person has  
3 accumulated as demonstrated in his placement on the teacher salary  
4 guide. The rates of payment shall be:

- 5  
6 Persons with 1 to 3 years of experience . . . \$800 for the term  
7  
8 Persons with 4 to 6 years of experience . . . \$850 for the term  
9  
10 Persons with 7 or more years of experience. . \$900 for the term

