. 4-0408 16-99

#### PREAMBLE

1	This Agreement entered into thisday of
2	, 19, by and between the Board of
3	Education of the Passaic County Regional High School District No. 1 of
4	Passaic County, New Jersey, hereinafter called the "Board", and the Passaic
5	Valley Education Association, Inc., hereinafter called the "Association"
6	
7	WITNESSETH:
8	
9	WHEREAS, the parties have reached certain understandings which they
10	desire to confirm in this Agreement, be it
11.	RESOLVED, in consideration of the following mutual covenants, it is
12	hereby agreed as follows:

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## ARTICLE I

## RECOGNITION -

<b>}</b>	A The Board hereby recognizes the Passaic Valley Education Association, Inc.									
2	as the exclusive and sole representative for collective negotiation concerning									
3	the terms and conditions of employment for all certificated personnel under									
4	4 contract, on leave, employed by the Board or hereinafter employed pursuant									
5	to the terms of this Agreement, including:									
6	Guidance Counselors Specialists									
7	Social Workers Librarians									
8	Coaches Special Service Personnel									
9	Teachers Psychologists									
10	Coordinators * Athletic Directors									
11	Nurses * Shall be included when the position is filled by a person who is eligible for									
12	but excluding:  P V E A membership.									
13	Superintendent									
14	Principals									
15	Assistant Principals									
16	Department Heads									
17	B Unless otherwise indicated, the term "teachers", when used hereinafter									
18	in this Agreement, shall refer to all certificated personnel under contract									
19	represented by the Association in the negotiating unit as above defined, and									
20	references to male teachers shall include female teachers.									

#### ARTICLE II

## NEGOTIATION OF SUCCESSOR AGREEMENT

- 1 A. The parties agree to enter into collective negotiation over a successor
- 2 Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith
- 3 effort to reach agreement on all matters concerning the terms and conditions
- 4 of teachers' employment. Such negotiations shall begin not later than
- 5 October 1 of the calendar year preceding the calendar year in which this
- 6 Agreement expires. Any Agreement so negotiated shall apply to all teachers,
- 7 be reduced to writing, be signed by the Board and the Association, upon
- 8 adoption by both parties.
- 9 B. This Agreement shall not be modified in whole or in part by the parties
- 10 except by an instrument in writing duly executed by both parties.

#### ARTICLE III NEGOTIATION PROCEDURE

The Board and the Association agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, in a good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later then October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

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- В. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. Board shall make available to the Association for inspection all records, data and information of the Passaic County Regional High School District No. 1, that are necessary for the item being negotiated. As soon as possible the Board shall provide the Association with a complete tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations.
- Neither party in any negotiation shall have any control over the selection 19 C. of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.
  - 1. Representatives of the Board and the Association's negotiating committee shall meet when necessary to review the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
  - 2. Each party shall submit to the other, at least seven (7) days prior to the meeting, an agenda covering matters they wish to discuss.
  - 3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities unless otherwise agreed.
  - 4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the representatives of the Board and the Association, and be recommended for adoption by their respective bodies.
- Except as this Agreement shall hereinafter otherwise provide, all terms 42 E. . and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
  - The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the Duration of this Agreement.
  - This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### GRIEVANCE PROCEDURE

#### A. Definitions

- 1 1. A "grievance" shall mean a complaint by a teacher (1) that there has
- 2 been as to him a violation or inequitable application of any of the
- 3 provisions of this contract, or of board policies relating to terms
- 4 or conditions of employment.
- 5 2. An "aggrieved person" is the person or persons making the complaint.
- 6 3. A "party in interest" is the person or persons making the complaint and
- 7 any person who might be required to take action or against whom action
- 8 might be taken in order to resolve the complaint.
- 9 4. The term "days" when used in this article shall mean working school days:
- 10 thus weekend or vacation days are excluded.

#### 11 B. Purpose

- 12 The purpose of this procedure is to secure, at the lowest possible administra-
- 13 tive level, equitable solutions to the problems which may from time to time
- 14 arise, affecting the welfare or working conditions of teachers. Both parties
- 15 agree that grievance proceedings will be kept as informal and confidential as
- 16 may be appropriate at any level of the procedure.
- 17 C. Initiation and Processing.
- 18 1. LEVEL ONE
- 19 The teacher shall present his complaint orally to his immediate supervisor who
- 20 shall orally and informally discuss the problem with the teacher in an attempt
- 21 to resolve the problem.
- 22 2. LEVEL TWO
- 23 a. Any teacher may present a grievance in writing within twenty-five (25) days
- 24 following the act or condition which is the basis of his complaint, to the
- 25 superior (for example, department chairman, unit chairman, supervisor or

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the hearing, and the Superintendent.

director) of the employee against whom the grievance exists and who has jurisdiction over the act or condition involved. Information copies of the grievance 2 3 shall be sent by the teacher to the principal, to the President of the Associa-4 tion and to the Superintendent. The hearing on such grievance shall be held 5 by the teacher's superior within five (5) days of receipt of such written 6 communication. With five (5) days after hearing of the grievance at the level specified above, the person hearing the grievance shall make his decision known 7 in writing to the grievant and to all persons officially present at the hearing. b. If the aggrieved employee has instituted his grievance with a person sub-9 10 ordinate to a principal, he may appeal the decision on such grievance to his building principal. Such appeal shall be made in writing within five (5) days 11 from the date of receipt of the written decision rendered by the administrator 13 to whom it was initially submitted. The appeal shall include a copy of the 14 decision being appealed and the grounds for regarding the decision as incorrect. It shall also state the names of all persons officially present at the prior 15 16 hearing, and such persons shall receive a copy of the appeal. A hearing on the 17 appeal shall be held within five (5) days of receipt of the appeal, and the 18 building principal shall render his decision within five (5) days thereafter. 19 c. In any situation in which a teacher does not serve under the administrators 20 listed in (a) above, or if the teacher's grievance is based upon an act or 21 condition for which his principal is responsible, the teacher shall submit his 22 grievance to the principal. Such grievance shall be presented in writing within twenty-five (25) days following the act or condition which is the 23 24 basis of the complaint. The hearing on such grievance shall be held by the 25 principal within five (5) days of the receipt of such written communication. 26 Within five (5) days after hearing of the grievance by the principal, he shall 27 make his decision known to the grievant and all persons officially present at

#### 1 3. LEVEL THREE

- 2 a. Within five (5) days of receipt of the decision rendered by the principal
- 3 pursuant to Section 2 above, the decision of the principal in regard to such
- 4 appeal may be further appealed to the Superintendent.
- 5 b. Appeals to the Superintendent shall be heard by the Superintendent within
- 6 ten (10) days of his receipt of the appeal.
- 7 c. Within ten (10) days of hearing the appeal, the Superintendent of Schools
- 8 shall communicate his written decision to the aggrieved employee and the
- 9 president of the Association.

#### 10 D. Arbitration

- 11 1. A grievance may not be submitted to an arbitrator unless a decision has been
- 12 rendered by the Superintendent of Schools under the grievance procedure,
- 13 except in cases where, upon expiration of the time limit for decision, no
- 14 decision was issued by the Superintendent under 3 (c) above.
- 15 2. The proceedings shall be initiated by filing with the Superintendent and the
- 16 A merican Arbitration Association a notice of arbitration. Both parties shall be
- 17 bound by the rules of the American Arbitration Association. The notice shall
- 18 be filed within ten (10) days after receipt of the decision of the Superintendent
- 19 under the grievance procedure, or where no decision has been issued by the
- 20 Superintendent at Level Three, within ten (10) days following the expiration
- 21 of the time limits for the Superintendent's decision. The notice shall include
- 22 a statement setting forth precisely the issue to be decided by the arbitrator and
- 23 the specific provision of the agreement involved.
- 24 3. Unless the parties agree that it shall be binding, the arbitrator's decision
- 25 shall be advisory only and limited strictly to the interpretation, application
- 26 or violation of the language of the contract. The arbitrator shall not add to
- 27 or subtract from the agreement and shall limit his findings to the language of
- 28 the contract.

- 1 4. The costs for the services of the arbitrator will be borne equally by the
- 2 Board and the Association.
- 3 D. General Provisions as to Grievances and Arbitration.
- 4 1. Nothing contained in this article or elsewhere in this agreement shall be
- 5 construed to prevent any individual teacher from presenting and processing a
- 6 grievance and having it adjusted without intervention or representation
- 7 by the Association if the adjustment is not inconsistent with the terms of this
- 8 agreement or of board policy relating to terms and conditions of employment ex-
- 9 cept that no grievance may be submitted to arbitration without the consent of,
- 10 and representation by, the Association. Teachers may be represented and
- 11 accompanied by not more than two (2) persons at any step in the grievance pro-
- 12 cedure beyond Level One.
- 13 2. When a teacher is not represented by the Association, the Association shall
- 14 have the right to be present and to state its views at all stages except Level
- 15 One of the grievance procedure.
- 16 3. Failure at any step of this procedure except Level One to communicate the
- 17 decision in writing on a grievance with the specified time limits shall permit
- 18 the grievant to proceed to the next step. Failure at any step of this pro-
- 19 cedure to appeal a grievance to the next step within the specified time limits
- 20 shall preclude any further appeal on the grievance.
- 21 The time limits specified in any step of this procedure may be changed in any
- 22 specific instance only by mutual agreement, signed by the Superintendent and the
- 23 president of the Association. In the event that a grievance is filed at such
- 24 time that it cannot be processed through all the steps in this grievance pro-
- 25 cedure by the end of the school year, and if left unresolved until the
- 26 beginning of the following school year could result in harm to a party in interest
- 27 the time limits set forth herein shall be reduced so that the grievance procedure
- 28 may be exhausted prior to the end of the school year or as soon thereafter as
- 29 practicable.

- 1 4. The Association agrees that it will not support or represent any employee
- 2 in any grievance which is substantially similar to a grievance denied by the
- 3 decision of an arbitrator. The Board agrees that it will apply to all sub-
- 4 stantially similar situations the decision of an arbitrator sustaining a
- 5 grievance.
- 6 5. In the course of investigation of any grievance, representatives of the
- 7 Association will report to the principal and will state the purpose of the visit
- 8 upon arrival.
- 9 6. Every effort will be made by all parties to avoid interruption of classroom
- 10 activities and to avoid the involvement of students in all phases of the
- 11 grievance procedure.
- 12 7. It will be the practice of all parties in interest to process grievances
- 13 after the regular work day or at other times which do not interfere with
- 14 assigned duties; provided, however, that upon mutual agreement by the aggrieved
- 15 person, the Association, and the Superintendent to hold proceedings during
- 16 regular working hours, the grievant and the appropriate Association represent-
- 17 ative will be released from assigned duties without loss of salary.

#### ARTICLE V TEACHER RIGHTS AND BOARD RIGHTS

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Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that each certificated person under contract with the Board shall have the right freely to organize, join and support the Association and its affilliates\* for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under 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 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

\*Affiliates as used herein above shall mean professional educational organizations.

- Nothing contained here shall be construed to deny or restrict to any 22 teacher or other employee under contract such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
  - 1. No teacher shall be reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
  - 2. Disciplinary interviews and reprimands will be considered in private. An affected teacher shall, however, have the right, in all such instances, to request the presence of an Association representative at said interview and, when such request is made, the interview shall not proceed until the representative is in attendance. The member of the administrative staff who conducts the interview shall have the right to have another member of the administrative staff in attendance at said interview.
  - 3. The Board will furnish the following materials to the president of the Association:
  - The annual audit report when received and accepted by the Board.
  - One copy of the minutes of each regular and special meeting of the Board after approval.
  - c. One copy of the agenda for each regular and special meeting of the Board in advance of the meeting.
  - d. One copy of the Working Budget for the following school year following public approval of the budget.
  - 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:

1. 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. 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. 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;
- 4. 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. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities during the school day.

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.

6. The Board and the Association agree to abide by the provisions which may be established by the anticipated decision in the Donaldson case which is now before the State Supreme Court. The wording of this decision shall become an automatic addendum to the contract.

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

#### ARTICLE VI

- 1 1. The Board agrees to make every effort to hire only certificated 2 teachers holding standard certificates issued by the New Jersey Department 3 of Education for every regular teaching assignment.
- 2. Teachers shall be notified of their contract and salary status for the ensuing year no later than the beginning of the Easter vacation.
- 3. 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.

#### TEACHING HOURS

#### ARTICLE VII

- I 1. Teachers shall indicate their presence for duty by indicating the time of
- 2 arrival or departure in the appropriate column of the faculty "sign in" roster.
- 3 Each teacher is to log the register individually.
- 4 2. Teachers may leave the building during their duty free lunch period without
- 5 requesting permission by making or calling in entries in the courtesy log.
- 6 Classroom teachers shall normally have, in addition to their lunch time, pre-
- 7 paration time which will average forty (40) minutes per day during a complete
- 3 five day work week.
- 9 3. If in the opinion of the Superintendent or the principal, an emergency shall
- 10 arise which requires that one of the staff members be assigned to a class or
- 11 classes in order to fill a teaching void or to resolve an emergent situation,
- 12 which in the judgment of the principal or Superintendent shall require the
- 13 assignment of a staff member, the latter shall readily accept such responsibility
- 14 and assignment notwithstanding anything stated anywhere within this agreement.
- 15 The Superintendent and/or principal shall give as much notice as may be
- 16 reasonable under the circumstances to such staff member as may be selected for
- 17 such emergency assignment.
- 18 4. Except in emergency, no teacher is authorized to be absent from his
- 19 appropriate place of work without specific authorization by an appropriate
- 20 member of the administrative staff.
- 21 5. Except in emergencies and as qualified elsewhere in this agreement, the in-
- 22 school day for classroom teachers covered by this agreement shall be seven (7)
- 23 hours and five (5) minutes including funch and preparation time and eight (8)
- 24 hours and five (5) minutes for other members of the bargaining unit. Classroom
- 25 teachers shall not be required to report for duty before 8:00 a.m. or remain on
- 26 duty after 4:00 p.m. A teacher may depart after his scheduled assignments prior
- 27 to the end of his normal work day only upon notification to the Administrative
- 28 Secretary and for good cause.

- 1 6. On Fridays or on days other than Wednesday preceding holidays or vacations,
- 2 the teacher's day shall end at the close of the pupil's day.
- 3 7. Teachers shall meet with parents at mutually convenient times.
- 4 3. Teachers may be required to meet outside the normal work day without
- 5 additional compensation for up to ten (10) meetings (faculty, building, accred-
- 6 itation, etc.). Teacher attendance at departmental meetings shall be in
- 7 accordance with practice during the 1972-73 school year.
- 8 9. Teachers may be required to attend up to four evening meetings a year when
- 9 such attendance is related to a teacher's professional responsibility.
- 10 10. First year teachers may be required to participate in three (3) orientation
- 11 programs outside the regular work year. The Association will be accorded an
- 12 opportunity to participate in these programs.
- 13 11. The parties to this contract agree that the employment responsibilities of
- 14 teachers extend beyond the normal work day as defined above. Subject to
- 15 adequate fulfillment of these responsibilities, their mode of implementation
- 16 shall be at the discretion of members of the bargaining unit.

#### ARTICLE VIEW

#### TEACHER ASSIGNMENT

- 1 1. All teachers shall be given written notice of their class and/or subject
- 2 assignments for the forthcoming year as soon as practicable but prior to
- 3 the last day of the school year.
- 4 2. In the event that changes in schedules, class and/or subject assignments
- 5 are made after the last day of the school year; the Association and any
- 6 teacher affected shall be notified promptly in writing and, upon the request
- 7 of the teacher, the changes shall be promptly reviewed between the Principal
- 8 and the teacher affected and at his option a representative of the Association
- 9 3. The above stated dates shall apply except in those instances in which
- 10 an unforeseen contingency, the reasons for which shall be in writing,
- 11 makes the giving of a notice by the stated date impossible.

#### ARTICLE IX

#### **REASSIGNMENTS**

- 1. As teaching vacancies become known to the Administration, the
   2. Superintendent shall deliver to the Association and also shall post in all
- 3 faculty rooms a list of such vacancies which are expected to occur in staff
- 4 positions for the following school year.
- 2. Teachers who desire a change in grade and/or subject assignment may then file a written statement of such desire with the Superintendent forthwith. Such statement shall include the grade and/or subject to which the teacher desires to be re-assigned in order of preference.
- 3. If and when a re-assignment is recommended by the Superintendent, he shall post in each faculty room and the main office and deliver to the Association a school-wide schedule showing the names of such teachers who have been so re-assigned and the nature of the re-assignment.
- 4. In the determination of requests for voluntary re-assignment, the wishes of the individual teacher shall be honored to the extent that the re-assignment does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied arbitrarily, capriciously or without basis in fact.

#### NOTICE OF PROMOTIONS

- Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as Administrative Assistant, Athletic Director, Department Chairman, Guidance Counselor, Librarian-In-Charge, Coordinators, Vice-Principal, Principal, Superintendent. All vacancies in promotional positions and/or newly created positions including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the state or federal government shall be adequately publicized by the superintendent in accordance with the following procedure:
- 1. When school is in session, a notice shall be posted as far in advance as practicable, ordinarily at least twenty (20) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice, and the superintendent shall acknowledge promptly in writing within five (5) days receipt of all such applications. Applications shall be kept on file in the superintendent's office for consideration for a minimum period of two (2) years for future vacancies, or until the office is notified in writing by an applicant that the application is withdrawn, whichever event occurs first.
- 2. During July and August the superintendent shall notify the Association of vacancies arising in promotional positions.
- The giving of notice as above described shall in no wise be interpreted as compelling the Board and/or the superintendent to hire for "promotional positions" from and among the personnel of the membership of the Passaic Valley Education Association.
- In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

#### ARTICLE XI

# NOTICE OF POSITIONS FOR EVENING SCHOOL, SUMMER SCHOOL, HOME TEACHING AND FEDERAL PROGRAMS

- 1. All openings for positions in the evening school, summer school, home
- 2 teaching, federal projects, and other programs (including non-teaching
- 3 positions for which teachers may be qualified and eligible) shall be
- 4 adequately publicized by the Superintendent in accordance with the procedure
- 5 for publicizing promotional vacancles set forth in Article IX dealing with
- 6 Promotions. Summer school and evening school openings shall be publicized
- 7 forthwith upon determination of staff needs. Home teaching openings shall
- 8 be posted as they occur.
- 9 2. In filling such positions, consideration shall be given to a teacher's
- 10 area of competence. Teachers employed in the Passaic County Regional High
- 11 School District No. 1 shall have priority to such assignments before
- 12 appointment to applicants from outside the district.
- 13 3. Salary schedules for summer school positions shall be negotiated under
- 14 procedures outlined in Article III of this Agreement along with regular
- 15 salary schedules wherever possible, or at such other times as may be
- 16 appropriate in order to conform to the time requirements for the imple-
- 17 mentation of said programs.

#### ARTICLE XII

#### TEACHER EVALUATION

- 1 A 1. All monitoring or observation of the work performance of a teacher
- 2 shall be conducted openly with full knowledge of the teacher.
- Teachers shall, where possible, be evaluated only by persons
- 4 certificated by the New Jersey Department of Education to supervise instruc-
- 5 tion. The Board will encourage all personnel directly involved in teacher
- 6 evaluation to obtain proper certification.
- A teacher shall be given a copy of any class-visit or evaluation
- 8 report prepared by his evaluators at least one (1) day before any conference
- 9 to discuss it. No such report shall be submitted to the central office,
- 10 placed in the teacher's file or otherwise acted upon without prior
- 11 conference with the teacher. No teacher shall be required to sign a blank
- 12 form. Any catagory not evaluated shall be marked "n/e".
- 13 B 1. A teacher shall have the right, upon request, to review the con-
- 14 tents of his personnel file. A teacher shall be entitled to have a
- 15 representative of the Association accompany him during such review.
- 16 2. No material regarding a teacher's conduct, service, character or
- 17 personality shall be placed in his personnel file unless the teacher has
- 18 had an opportunity to review such material by affixing his signature to
- 19 the copy to be filed with the express understanding that such signature
- 20 in no way indicates agreement with the contents thereof. The teacher
- 21 shall also have the right to submit a written answer to such material and
- 22 his answer shall be reviewed by the Superintendent or his designee and
- 23 sattached to the file copy.

A. An Instructional Council shall be established as soon as possible after the effective date of this Agreement. The prime function of the Instructional Council is to work for the improvement of the curriculum and instructional program at Passaic Valley High School. The Passaic Valley Educational Association shall appoint members of its Association thereto, each teaching department of Passaic Valley Regional High School to be represented on said Council by at least one member, and the Guidance Department and Administration also to be represented thereon by at least one member each thereof.

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The Council shall meet at least ten times during the school year and shall advise the Association and then the Administration and finally the Board on such matters as educational specialists, teacher evaluation, teacher facilities, professional development and educational improvement, maintenance of class-room control and discipline, books and other instructional materials, teaching techniques and curriculum improvement, extra-curriculum programs, in-service programs, pupil testing and evaluation, research and experimentation.

B. The Instructional Council shall establish written rules of procedure which shall be approved by the Association. The President of the Association shall appoint the chairman and all members of the Committee. Copies of such rules of procedure shall be furnished to the Board.

 C. The Council shall meet by prepared written agenda. Such agenda shall be in writing and shall be furnished to the members of the Council at least four school days (counting the day of the meeting) prior to the meeting. A copy of such agenda shall be mailed to the President of the Association, the President of the Board, the Superintendent, the members of the Executive Committee of the Association, and the members of the Education Committee of the Board at least four days prior to the scheduled meeting. Any Association member or Board member shall be entitled to be present at such scheduled meetings of the Council if they should so choose to do, but these Association and Board members shall be without vote on the proceedings by said Council.

D. The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in in Paragraph A.

E. The primary function of the Instructional Council is to recommend first for Association, then for Administration, and finally for Board of Education consideration the establishment of policies and practices pertinent to the items suggested in Paragraph A. The Council in preparing their recommendations for consideration shall at all times avail itself of the most upto-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations. However, such reports and recommendations shall be deemed to be advisory in nature and not mandatory insofar as acceptance thereof by the Association, the Administration, and the Board.

F. All reports and recommendations outlined above in Paragraph E shall be in writing. Such reports shall be rendered at least once a semester as to matters under consideration, recommendations pertaining thereto and titles of all literature used in consideration by the Council of the items suggested in Paragraph A. Copies of such written reports shall be furnished to the Principal, the Superintendent, the Association President, and the Board Secretary.

The Board, in order to aid the Association in the Establishment of this Council and to enable it to function adequately, agrees to budget \$200.00 for each school year to provide for expenditures related to the work of the Council. The Council shall prepare and maintain its own budget and will furnish the Board with a written accounting of its expenditures made from the said money to the Board on the last day of the school year for which such money is allocated by the Board. All educational materials and literature purchased or acquired by the Council shall be kept in Room 240, which shall be designated as the Passaic Valley Education Association Library, and shall be available to staff members for reference.

#### ARTICLE XIV

#### SICK LEAVE

- 1 1. Sick Leave is defined to mean the absence from his or her post of duty
- 2 of any teacher because of personal disability due to illness or injury,
- 3 or because the teacher has been excluded from school by the school district's
- 4 medical authorities on account of a contagious disease or of being quarantined
- 5 for such a disease in the teacher's household.
- 6 2. Teachers shall be allowed sick leave with full pay for ten (10) school days
- 7 in any school year.
- 8 3. Teachers who work at least half the full working days in either July or
- 9 August shall be credited with an additional day of sick leave for each such
- 10 additional month of employment.
- 11  $\mu$ . If any staff member requires in any school year less than the specified
- 12 number of days of sick leave with pay allowed, all days of such sick leave
- 13 not utilized that year shall be accumulative to be used for additional sick
- 14 leave as needed in subsequent years.
- 15 5. Absence for other than sick leave shall not be deducted from the ten (10)
- 16 days allowed for personal illness.

## ABSENCE OTHER THAN SICK LEAVE

- 1 A As of the beginning of the 1970-71 school year, teachers shall be
- 2 entitled to the following temporary non-accumulative leaves of absence with
- 3 full pay each school year:
- 4 1. Absence for professional reasons or for personal reasons other than
- 5 those listed in Regulations Concerning Staff Absence as 4151 in the Staff
- 6 Handbook of Administrative Regulations must be approved by the Superintendent
- 7 and the Board President. The application must be in writing, signed by the
- 8 applicant and submitted to the Superintendent; whenever possible at least
- 9 two school days in advance of the day for which permission to be so absent
- 10 is sought.
- 11 2. Time necessary for appearances in any legal proceeding connected
- 12 with the teacher's employment or with the school system or in any other legal
- 13 proceeding if the teacher is required by law to attend as a party or as a
- 14 witness under subpoena.
- 3. Up to three (3) days at any one time in the event of death or serious
- 16 illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent,
- 17 grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law,
- 18 sister-in-law, In the event of the death of a teacher or student in the
- 19 Passaic Valley High School District, the superintendent shall allow the
- 20 President of the Association or his designee and the immediate superior of
- 21 said teacher or student sufficient time off to attend the funeral.
- 4. Other leaves of absence including extended leaves of absence with
- 23 or without pay may be granted by the Board as the Board may see fit.

#### ARTICLE XVI

#### EXTENDED LEAVES OF ABSENCE

- 1 A. The Board agrees that up to two (2) tenure teachers-provided they are
- 2 not in the same department-designated by the Association may, upon request,
- 3 be granted a leave of absence without pay for up to two (2) years for the
- 4 purpose of engaging in activities of the Association.
- 5 B. Military leave shall be in accordance with New Jersey State Statutes.
- 6 C. Employees under tenure may request and be granted a leave of absence in
- 7 the event of pregnancy. Non-tenure employees shall not be so eligible.
- 8 Normally, such employees shall withdraw from their positions at the end of
- 9 the fifth month of pregnancy. Non-tenure personnel shall submit their
- 10 resignations at least 60 days prior to the end of the five month period.
- II Employees under tenure who desire a leave of absence shall submit a written
- 12 request at least 60 days prior to the end of the five month period.
- 13 Maternity leave shall be without compensation. It shall continue for
- 14 one year from the date of initial absence and for such additional time
- 15 necessary to coincide with the opening of the next school year.
- 16 D. All benefits to which a teacher was entitled at the time of his leave
- 17 of absence commenced, including unused accumulated sick leave, shall be
- 18 restored to him upon his return, and he shall be assigned to the same posi-
- 19 tion which he held at the time said leave commenced, if available or, if
- 20 not, to a substantially equivalent position.
- 21 E. Applications for extensions or renewals of leaves and Board action
- 22 thereon shall be in writing.

#### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board agrees to consult with the principals and Association in establishing after-achool in-service courses, workshops, conferences and programs designed to improve the quality of instruction, within budgetary limits.

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

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

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Reimbursement shall be for actual tuition cost per credit but shall not exceed a maximum of \$50 per credit, and shall be for actual registration fees levied by the college or university for the semester.

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2. Reimbursement shall be limited to six credits each for the fall and spring semesters, nine credits for a summer session, with a maximum of 18 credits in one calendar year.

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Courses to be acceptable for reimbursement shall be on the graduate level and shall be within the staff member's field of teaching or service. A course needed to complete the requirements for a Masters degree in that field will also be acceptable for reimbursement.

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A person holding a Masters degree may elect to matriculate in a second Masters program and the Board will reimburse on the same basis for courses within this program with the exception that the fields of administration and supervision and guidance will not be acceptable for persons not engaged in these areas at the Passaic Valley High School.

In the event that a person does not matriculate for an advanced degree, the only courses for which the Board will offer reimbursement will be those within that person's teaching field or area of service.

A person in his first year of service at the Passaic Valley High School will not be eligible for this program. Such a person who is granted a contract for the second year of service may enter the tuition reimbursement program during the summer term following the first year of service.

A person engaged to start work after February 1 of a school year will not be eligible for the reimbursement program during the summer of that year nor during the succeeding school year. This provision shall not apply to anyone so engaged who is under contract and teaching at the time of the adoption of this Article.

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- 8. To be eligible for reimbursement a person must be currently serving as a member of the staff at the Passaic Valley High School.

  9. Courses of study to be included in this program must be approved in
  - 9. Courses of study to be included in this program must be approved in advance by the Board of Education. The application form to be used is to be obtained from the office of the superintendent and will be presented for approval through his office.
  - 10. Payment will be made following presentation to the Superintendent of (i) evidence of successful completion of the course; and (2) evidence of the payment made by the staff member.
- 13 11. A specific limes of \$12,000 shall be placed from the total annual budgetary appropriation for the reimbursement program with the understanding that the exhausting of the appropriation shall terminate payments for the year.

#### ANTIQUE AVIIL

#### INSURANCE PROTECTION

- 1 A. As of September 1, 1970 the Board shall provide for each teacher
- 2 Hospitalization benefits, Surgical benefits, Rider J benefits and Major-
- 3 medical benefit under the New Jersey Public and School Employee Health
- 4 Benefits Plan. The Board shall pay the full premium for each teacher and,
- 5 in cases where appropriate, for family-plan insurance coverage.
- 6 B. The Board shall provide to each teacher a description of the health-
- 7 care insurance coverage provided under this article, no later than
- 8 September 1, 1972, which shall include a clear description of conditions
- 9 and limits of coverage.

#### ARTICLE XIX

## PERSONAL FREEDOM

- 1 A. 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
- 3 properly his assigned functions during the workday.
- 4 B. Teachers shall be entitled to full rights of citizenship, and no
- 5 geligious or political activities of any teacher or the lack thereof shall
- 6 be grounds for any discipline or discrimination with respect to the pro-
- 7 fessional employment of such teacher, providing said activities do not
- 8 violate any local, state or federal law and do not occur in the presence
- 9 of students.

#### ARTICLE XX

## WITHHOLDING OF INCREMENT

- I l. Any increment covered by this agreement may be withheld in whole or in
- 2 part for inefficiency or other good cause in accordance with the following
- 3 A. The immediate superior and/or the principal shall not forward any
- 4 recommendations to withhold increments or any part thereof until the
- 5 immediate superior or principal has given to the teacher against whom
- 6 the recommendation shall be made written notice of the reasons for the
- 7 recommendations.
- 8 B. Once a recommendation is forwarded to the teacher, the teacher may
- 9 with ten (10) school days file a grievance commencing at the principal's
- 10 level. No action shall be taken on the recommendation until the grievance
- 11 is heard according to the grievance procedure as set forth in ARTICLE 111,
- 12 but such procedures may not be delayed beyond the date on which the withholding
- 13 would be effective.
- 14 2. A teacher whose increment has been withheld in whole or in part shall
- 15 not be entitled to restoration of same but shall be entitled to placement
- 16 on the schedule in subsequent years as if no increment had been withheld
- 17 unless subject to a subsequent withholding recommendation.
- 18 3. This procedure supersedes any other section of this agreement or of Board
- 19 policy for the withholding of increments. Initiation of a grievance to restore
- 20 any withholding of increment shall constitute a waiver of any statutory remedies,
- 21 and initiation of any statutory remedies shall constitute a waiver of any
- 22 contractual remedies relating to withholding of increments.

#### ARTICLE XX

#### SALARIES

- 1 A The salaries of all certificated personnel covered by this Agreement are
- 2 set forth in Schedules "A, B, C, D, E, and F" which are attached hereto and
- 3 made a part hereof.
- 4 1. Teachers employed on an eleven (11) month or twelve (12) month basis
- 5 shall be paid in twenty-four semi-monthly installments.
- 6 2. Teachers employed on a ten (10) month basis shall be paid in twenty
- 7 (20) semi-monthly installments.
- 8 3. Teachers may individually elect to have ten per cent (10%) of their
- 9 monthly salary deducted from their pay. These funds shall be paid to the
- 10 teacher on the final pay-day in June.
- 11 4. When a pay-day falls on or during a school holiday, vacation, or
- 12 week-end, teachers shall receive their pay checks on the last previous
- 13 working day.
- 14 5. Teachers shall receive their final checks on the last working day
- 15 in June.

## ARTICLE XXI

## MISCELLANEOUS PROVISIONS

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

## ARTICLE XXII

## TEACHER WORK YEAR

1	A The in-school work year for teachers employed on a ten (10) month basis
2	(other than new personnel who may be required to attend one (1) additional
3	day of orientation) shall not exceed one hundred and eighty-five (185) days.
4	The in-school work year shall include days when pupils are in attendance,
5	orientation days, and any other days on which teacher attendance is re-
6	quired. Teacher attendance shall not be required whenever student attend-
7	ance is not required due to inclement weather or similar emergencies.
8	This article shall apply only to classroom teachers, supplementary
9	instructors, the learning disability teacher consultant, the social worker,
10	and the psychologist. Excluded are guidance counselors and others not
11	represented by the Association.

#### SCHEDULE A

## SALARY GUIDE FOR THE PROFESSIONAL STAFF

The following tabulation sets forth the established salaries which shall take effect with contracts awarded for the school year starting September 1, 1973.

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

Year of Employment	Class I	Class II	Class III	Class IV
l	9 <b>1</b> 25	10075	11245	12130
2	9550	10520	11690	12575
3 4	9930	10960	12130	13020
	10380	11405	12575	13470
5 6	10740	11860	13020	13915
6	1 <b>11</b> 30	12300	13470	14360
7	11520	12745	13915	14800
8	11910	13190	<b>1</b> 4360	15245
9	12300	13630	14800	15700
10	126 <b>9</b> 0	14085	<b>1</b> 5245	<b>161</b> 40
11	13080	14525	15700	16585
12	13470	14970	16140	17025
<b>1</b> 3	13855	15415	<b>1</b> 6585	17470
14	14240	15855	17025	17925
15		16310	17470	18365
16			17925	18810

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

## SALARIES FOR ADMINISTRATIVE, GUIDANCE, AND HEALTH SERVICES

Salaries of administrative, supervisory, guidance, and health personnel will be established in terms of the responsibility and additional time burden associated with these positions. The salaries for such positions will be determined by adding a fractional part to the teacher salary guide. The teacher guide will serve as the base and will be designated by multiplying the teaching salary for equivalent training and experience by the decimal fraction representing the position.

In each job category a maximum amount to be paid for the special service will be established. Employees will proceed toward these maximum figures unless they qualify in terms of training and experience at the time of appointment. New appointees to positions of this nature are to expect that full adjustment to the higher salary will be spread over a minimum of three annual installments.

Position	Ratio	Maximum above Teaching Salary
Guidance Counselor, Part-time  *Guidance Counselor, Full-time  *School Psychologist	salary guid above the a	

\*These positions shall include a work day not to exceed eight (8) hours and five (5) minutes and a work year to encompass the period from September 1st to June 30th.

\*\*The work day for Librarian-in-charge will not exceed eight (3) hours and five (5) minutes, and the work year will commence September 1 and end June 30.

#### SCHEDULE C

#### SALARIES FOR SPECIAL SERVICES

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

Activity 49108	Ratio
Cheerleaders Advisor	.06
Cheerleaders Assistant Advisor	.05
Twirlers Advisor	. 04
Color Guard Advisor	.03
Girls Sport Activity Advisor	.02
Girls Show Director	.035
Girls Show Advisor	.025
Valley Echo Advisor	.03
Valley Green Literary Advisor	.025
Valley Green Art Advisor	.03
Marching Band Director	.06
Marching Band Assistant Director	.03
Dance Band Director	.03
Vocal Ensemble Director	.03
Director of Full-length Play	.05
Director of One (I) act play	.02
Directors of One (1) act musicals (maximum of 3 persons)	.01
Audio-Visual Coordinator	oer person .02
Audio Coordinator	02
Senior Class Advisor	.03
Underclass Advisor	.02
Boys' intramural Bowling Club (2 seasons) \$100.00 g	oer season

## SCHEDULE C CONTINUED

#### SALARIES FOR SPECIAL SERVICES

	A	ctivi	<u>ty</u>																			Ratio
V9	Hockey	Club	•*		•	•	•	•	•	•	•	•			•		•			:	; .	.06
~ D	Tennis	Club	•		•		•	•		•	•			•	•	•	•			•	•	.06
<b>V</b>	Art Sei	rvice	Coi	°ps	•	•	•	•			•	•		•	•.	•		•			•	.05
10	Stage a	and L	i gh	ing	•	•	•	•	•	•	•	•	•			•			•	•	•	.05
10	Ski Clu	ıb			•	•	•	•	•		•		•	•		•	•			•		.05
13)	Camping	and	Hil	cing		•			•			•	•	•		•	•	•	•	•		.04
15)	Film Cl	ub			•	•	•		•	•	•	•	•	•	•	•	•	•	•	•	•	.03
10	Foreign	ı Lan	guag	ge C	1 ul	b s	•	•	•	•	ě	•	•		•	•	•	•	•	•		.03
19	Key Clu	ıb.			•	•	•		•	•	•		•	•	•	•	•	•	•	•	•	.02
10	Freshma	n Ch	eeri	ng	•	•	•	•	•	•	•	•	•	•	• .	•	•	•	•	•		.02
19	Chess (	lub			•	•			•	•	•	•	•	•	•		•	.•		•		.02
V (2)	Booster	Clu	b .																•		•	.02

## SCHEDULE D CONTINUED

# SCHEDULE OF SALARIES FOR ATHLETIC COACHES GIRLS' VARSITY SPORTS

		Year of Employment												
Position	1	2	3	4	5	6	7	8	9					
Field Hockey: Head Coach Assistant	.05	.0625 .0525		.0875 .0775										
Basketball: Head Coach Assistant	.06	.0725 .0525	.0850 .0650		.11									
Gymnastics: Head Coach Assistant	.06	.0725 .0525		.0775 .0775	.11									
Softball: Head Coach Assistant	.05	.0625 .0525		.0875 .0775	.1 .09	:								

#### SCHEDULE D

#### SCHEDULE OF SALARIES FOR ATHLETIC COACHES

The following tabulation indicates salaries to be paid to coaches of pupils participating in approved programs of interscholastic athletics. Salaries are expressed in terms of a ratio or percentage, figured on a base which shall be the minimum salary for Class I of the professional salary guide for the school year 1972-1973. It is the intention of the parties to establish hereby a base of \$8,650 to which the ratios shall be applied and said base shall remain at \$8,650 unless and until both parties may by future contract effect a change in the base figure. The guide provides for annual increments which vary according to the sport and the position held.

Position	Year of Employment											
ros i Cion	1	2	3	4	5	6	7	8	9	10		
Baseball: Head Coach Assistant	.1		.125 .1	.1375		.1625	.175					
Basketball: Head Coach Assistant		.125 .0875				.175	.1875	.2	· · · · · · · · · · · · · · · · · · ·			
Bowling: Head Coach	.05	.0625	.075	.0875	.1	r st						
Cross Country: Head Coach Assistant	.075		.1 .075	.1125 .0875		.1375	. 15	adale es constitues constitues de constitues	- Carlotte and the carl			
Football: Head Coach Assistant	.1375			.175 .125			.2125	.225	.2375	.25		
Golf: Head Coach	.05	.0625	.075	.0875					#	Postale de Milo Colonia		
Soccer: Head Coach Assistant	.1 .075	.1125 .0875		.1375 .1125		.1625	.175			de de la companya de		
Track: Head Coach Assistant	.1 .075	.1125		.1375		.1625	.175	To the second of	Der Company of the Co	e e e e e e e e e e e e e e e e e e e		
Wrestling: Head Coach Assistant	8	.1125 .0875		.1375	.15	.1625	.175		en catalogue en declaración de catalogue en	Por a designation of the special state of the speci		

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#### SCHEDULE E

#### SALARIES FOR SUMMER SCHOOL TEACHERS

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

Persons with 1 to 3 years of experience . . . \$800 for the term

Persons with 4 to 6 years of experience . . . \$850 for the term

Persons with 7 or more years of experience . . \$900 for the term

## ARTICLE XXIII

## DURATION OF AGREEMENT

1	A This Agreement shall be effecti	ve as of July 1, 1972 and shall continue
2	in effect until June 30, 1974, subje	ct to the Association's right to negotiate
3	a successor Agreement as provided in	Article II. The Association and/or the
4	Board may introduce for negotiations	for each of the two school years here-
5	after up to a total of three (3) art	icles, each article to be confined to
6	one subject, whether the three artic	les are new or consist in part of
7	existing articles herein, but not to	Include Articles XVII, XVIII and XX,
8	which articles can be negotiated dur	ing each of the ensuing two school
9	years.	
10		
11	In witness whereof the parties	hereto have caused this Agreement to
12	be signed by their respective presid	lents, attested by their respective
13	secretaries, and their corporate sea	is to be placed hereon, all on the
14	day and year first above written.	
15		
16 17 18		, INC. BOARD OF EDUCATION OF THE PASSAIC COUNTY REGIONAL HIGH SCHOOL DISTRICT NO. I
19		Ву
	lts President	its President
20		Attest:
	Secretary	Secretary

## CORRECTIONS TO 1973-74 P.V.E.A. - BOARD CONTRACT

## Article VI (6)

Title will be put in

TEACHER EMPLOYMENT

## Article VII (7)

Line 4: Teachers may leave the building during their duty free lunch period but are requested to make a call so that their absence may be noted in the courtesy log.

Line 6: Drop the word "normally"

## Article VII (7) Page 2

Lines 17 and 18 are omitted. Will be replaced.

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

## Article XX (20)

The now separate page under Article XX - Withholding of increment - shall become Paragraph 6 under Article XX - Salaries - to follow through into two pages under Article XX (20).

## Duration of Agreement

For reference: Articles IV (4), VII (7), XV (15), XX (20) were renegotiated as part of the 1973-74 contract agreement. Such articles were signed and agreed to on January 16, 1973 by P.V.E.A. officers, Mr. W. Flynn of N.J.E.A. and Dr. Myron Lieberman, negotiator for the Board of Education. It was our understanding that the entire contract will be renegotiated for the period after June 30, 1974.

Passaic Valley Educati	on Association	Passa'c County Region District No. 1 - Boa	nal H gh School ard of Educat on
President	Date	Pres dent	Date
Secretary	Date	Secretary	Date