

# **CONTRACT**

**BETWEEN**

**PASSAIC VALLEY EDUCATION ASSOCIATION**

**AND**

**PASSAIC VALLEY REGIONAL HIGH SCHOOL**

**DISTRICT NO. I**

**BOARD OF EDUCATION**

**2006-2007**

**2007-2008**

**2008-2009**

**PASSAIC VALLEY EDUCATION ASSOCIATION**

**-OFFICERS-**

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CHERYL HERGERT .....VICE PRESIDENT

MICHAEL GOODWIN..... VICE PRESIDENT

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**MEMBERS OF THE ADMINISTRATION**

DR. VIKTOR J. JOGANOW, SUPERINTENDENT

MR. PAUL GERBER, BOARD SECRETARY/BUSINESS  
ADMINSTRATOR

**BOARD ATTORNEY**

RAYMOND REDDIN, ESQ.

## **PREAMBLE**

THIS AGREEMENT entered into this 18<sup>th</sup> day of July, 2004, by and between the Passaic Valley Regional High School District #1 Board of Education, in the Township of Little Falls, New Jersey, hereinafter called the "Board," and the Passaic Valley Education Association, Inc. hereinafter called the "Association."

## **WITNESSETH**

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

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

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## ARTICLE 1

### RECOGNITION

#### A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel under contract, on leave, employed by the Board or hereinafter employed pursuant to the terms of this Agreement.

The following are specifically excluded from the bargaining unit:

- Superintendent
- Principals
- Assistant Principals
- Director of Guidance
- Department Heads
- Guidance Specialists

#### B. Definition of Teacher:

Unless otherwise indicated, the term “teachers,” when used hereinafter in this Agreement, shall refer to all certificated personnel under contract represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE 2

### NEGOTIATION PROCEDURE

A. Deadline Date

The Board and the Association agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws as amended by Chapter 123, P.L. 1974.

B. Availability of Data

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board and Association shall make available to each other for inspection research materials that are available pertinent to the item being negotiated.

C. Exclusive Selection of Representatives

Neither party in any negotiation shall have any control over the selection of the negotiation 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 counter proposals in the course of negotiation. It is understood and agreed that each committee cannot bind their respective principals and that any tentative Agreement reached by committee must be ratified by the full Board and Association.

D. Savings Clause

Except as this Agreement shall hereinafter otherwise provide, all terms 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 as so to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date. This section shall not apply to Article 15, Section A. 1.

E. Association Exclusive Negotiating Rights.

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 on this Agreement, with any organization other than the Association for the duration of this Agreement.

F. Modification Clause

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

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. Definitions

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

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of teachers. Both parties agree that grievance procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Initiation and Processing

##### 1. Level One-Immediate Supervisor

The grievance shall be presented verbally at a meeting between the grievant and his/her union representatives and the building Principal and the grievant’s immediate supervisor.

2. Level Two-Written Grievance (Superintendent)

If the results of the Level I meeting are not satisfactory to the grievant or the Association, either may submit the grievance in writing within twenty-five (25) days following the act or condition which is the basis of his complaint, to the Superintendent. A hearing on such grievance shall be held by the Superintendent at a mutually convenient time within ten (10) days of receipt of such written notice.

Within five (5) days after the hearing of the grievance by the Superintendent, the Superintendent shall make his decision known in writing to the grievant and to all persons officially present at the hearing.

If the results of the Level II meeting are not satisfactory to the grievant or the Association, the Association shall have the option to appeal the decision of the Superintendent to the Board of Education, or to the Office of the Commissioner of Education on a case-by-case basis. Such action shall be taken within ten (10) days of receipt of the decision of the Superintendent. The Board will promptly review such an appeal and may schedule a hearing on the matter to provide the grievant and the Association the opportunity to address the Board on the matter being grieved.

Exercising this option shall not diminish the right of the Association to take up the matter in arbitration as provide below.

D. Arbitration

1. A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Superintendent of Schools under the grievance procedure, except in cases where, upon expiration of the time limit for decision, no decision was issued by the Superintendent, under Section C, above.

2. The proceedings shall be initiated by filing with the Superintendent and the Public Employment Relations Commission a notice of arbitration. Both parties shall be bound by the rules of the Public Employment Relations Commission. The notice shall be filed within ten (10) days after receipt of the decision of the Superintendent under the grievance procedure, or where no decision has been issued by the Superintendent with ten (10) days following the expiration of the time limits for the Superintendent's decision. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.
3. Unless the parties agree that it shall be binding, the arbitrator's decision shall be advisory only and limited strictly to the interpretation, application, or violation of the language of the contract. The arbitrator shall not add to or subtract from the Agreement and shall limit his findings to the language of the contract.
4. The costs for the services of the arbitrator will be borne equally by the Board and the Association.

E. General Provisions as to Grievances and Arbitration

1. Rights of Teachers to Process Grievance Without Intervention or Representation.

Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual teacher from presenting and processing a grievance and having it adjusted without intervention or representation by the Association if the adjustment is not inconsistent with the terms of this Agreement or Board policy relating to terms and conditions of employment except that no grievance may be submitted to arbitration without the consent of, and representation by, the Association.

Teacher may be represented and accompanied by not more than two (2) persons at any step in the grievance procedure beyond Level One.

2. Association Right to Representation

When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages except Level One of the grievance procedure.

3. Time Limits

Failure at any step of this procedure except Level One to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step in this procedure to appeal a grievance to the next step within the specified time limits shall preclude any further appeal on the grievance. The time limits specified in any step of this procedure may be changed in any specific instance only by mutual agreement, signed by the Superintendent and the President of the Association. In the event that a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

4. Stating Purpose of Visit

In the course of investigation of any grievance, representatives of the Association will report to the Superintendent and will state the purpose of the visit upon arrival.

5. Conflicts with Instructional Program

Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

6. Release from Duty

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

## ARTICLE 4

### TEACHER RIGHTS AND BOARD RIGHTS

#### A. Statutory Savings Clause

Nothing contained here shall be construed to deny or restrict to any 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.

#### B. Just Cause Provision

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.

#### C. Required Meetings or Hearings

Disciplinary interviews and reprimands will be considered in private. The teacher shall be informed of the nature of the interview and given twenty-four (24) hours notice except in emergency situations when teachers or students may be adversely affected. 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. Where the interview is to occur immediately upon notice of its nature, the teacher shall have adequate time to speak with his/her representative prior to its commencement. The member of the administrative staff who conducts the interview shall have 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.

#### D. Information

The Board will furnish the following materials to the President of the

Association:

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

E. Board Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves onto 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. Executive Management

To execute 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 determining 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;

4. Means of Instruction, Curriculum, Teaching Materials

To approve the means of instruction, curriculum, and 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 the laws of the State of New Jersey and the Constitution and law 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 provisions 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.

## ARTICLE 5

### TEACHER WORK YEAR

#### A. In-School Work Year—Teachers

The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eight-five (185) days. Excluded from this section are new teachers, who may be required to attend three additional days of orientation.

#### B. Inclement Weather or Similar Emergency

1. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather or other similar emergency.
2. The Board agrees to finalize, at its first April meeting, the closing date of the staff school year. The Staff is willing to attend days beyond graduation when necessary to meet institutional needs.
3. Should an extreme circumstance, arise after the April meeting, the Association recognizes the Board's right to adjust the calendar accordingly.

## ARTICLE 6

### TEACHER EMPLOYMENT

A. Notification of Contract and Salary

Non-tenured 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.

B. Notification of Compensated Extra-curricular Activities

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 HOURS

#### A. Check-in Procedure

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

#### B. Leaving the Building

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

#### C. Lunch Periods

All teachers shall have a daily, duty-free lunch period of forty-five (45) consecutive minutes. At the Board’s discretion the lunch period may be reduced by fifteen (15) minutes to thirty (30) minutes or reversibly increased by fifteen (15) minutes from thirty (30) minutes to forty five (45) minutes. If however the student lunch period is reduced to thirty (30) minutes the teachers duty free lunch shall also be reduced to thirty (30) minutes.

#### D. Preparation Time

In addition to their lunch period, teachers will have duty-free preparation time which will average forty-five (45) minutes per day, per week. Preparation time shall be utilized only for professional purposes such as lesson planning, grading papers, preparation for classes, etc.

#### E. Length of Day-L.D.T.C.’s, Social Workers, and Psychologist

An exception to Section F (cited below), involves teachers who are L.D.T.C.’s, Social Workers and Psychologists. The in-school day for

those individuals shall be seven (7) hours and twenty-five (25) minutes. In addition, L.D.T.C.'s, Social Workers and Psychologists may be required to work not more than the (10) nights per school year as per Schedule B. Once every third week, the parties listed herein may be required to work one night from the hours of 7:00 p.m. to

9:30 p.m. in accordance with Schedule B, the night hours will be for exclusive purpose of appointments with parents and/or student counselees.

F. Length of Day-Teachers

Except in emergency and as qualified elsewhere in this Agreement the in-school day for teachers covered by this Agreement shall be seven (7) hours and five (5) minutes inclusive of lunch and preparation. If however, the teachers lunch period is reduced from forty five (45) minutes to thirty (30) minutes the in school day for teachers shall also be reduced to six (6) hours and fifty (50) minutes. Teachers shall not be required to report for duty before 8:00 a.m. or remain on duty after 4:00 p.m. If the school day is reduced due to a reduction in the length of the lunch period the teachers will not be required to remain on duty after 3:45 P.M.. A teacher may depart after his/her scheduled assignments prior to the end of his normal work day only upon notification to the Administrative Secretary and only for good cause. To provide adequate supervision in the morning, the Superintendent, at his sole discretion, may allow up to one-half (1/2) of the staff to arrive up to one-half (1/2) hour earlier, and leave up to one-half (1/2) hour earlier. On days when after school meetings are scheduled, however, all teachers are to remain for the duration of the meetings, regardless of the arrival schedule agreed upon.

G. Librarian

The Librarian shall have regular school hours as provided in this Agreement. However, the Board may increase the hours that the Library is open and in such case, would hire additional part-time certified staff to cover such hours at the appropriate hourly contract

rate. This will not preclude the regular Librarian from voluntarily covering the additional hours on the occasion when the part-time Librarian is absent or otherwise unavailable or from working mandatory overtime in an emergency situation. In these situations, the Librarian shall be paid at the behind the wheel Driver Education rate (see schedule E) for all additional time worked beyond the regular work day.

H. Professional Staff Lateness and Failure to Sign In

A log kept in the main office shall be the controlling document with respect to late arrivals and/or failures to sign in. Any lateness policy adopted by the Board shall be applied in a consistent fashion. Excused entries shall be so noted.

I. Fridays and Days Preceding Holidays

On Fridays and days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day (i.e., 2:32 p.m.). On the last day prior to the Christmas recess there will be early dismissal at 12:55 p.m. Effective July 1, 2006, on Fridays and days preceding holidays or vacations, except on the last day prior to the Christmas recess which is provided for hereinabove, the teachers' day.

J. Meeting with Parents

Teachers shall meet with parents at mutually scheduled times.

K. Faculty Meetings

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

L. Evening Meetings

Teachers may be required to attend up to three (3) 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. Regularly scheduled parents' nights shall take place between the hours of 7:00 p.m. and 9:00 p.m. Teachers who have not seen all parents waiting for them by 9:00 p.m., shall be required to stay until all parents have been accommodated. In an attempt to alleviate late hours on parents nights staff will limit parent conference time to 5 minutes. In a letter sent to parents the administration will indicate that meeting times may be limited to 5 minutes. There will be notifications toward the end of the evening indicating the completion time for the evening. Additionally teachers will provide the parents with an opportunity to schedule an additional conference. In addition, teachers will be required to attend and participate in the annual commencement exercises. Any teacher whose own child is graduating at the same time as the Passaic Valley graduation ceremony, will be excused from attendance.

M. First Year Teachers

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.

N. Employment Responsibilities

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.

O. Additional Teaching Period

The Teachers and the Board agree that under certain conditions it may be desirable and necessary to assign certain teachers to a sixth teaching period. In the event and toward that end, the following procedure will be utilized.

1. The Superintendent shall notify the President of the PVEA when it is necessary to assign a sixth teaching period and will confer with representatives of the PVEA regarding possible ways of filling the assignment(s).
2. The Superintendent shall initially seek volunteers for the sixth (6th) teaching assignment from among association members who are qualified for the assignment.
3. If the assignment remains vacant, the Board may assign no more than ten (10) teachers per year to a sixth (6<sup>th</sup>) teaching assignment. No more than three (3) teachers per department in Mathematics and Science may be so assigned. All other departments will have a maximum of three (3) teachers so assigned. Teachers assigned to a sixth teaching period shall be compensated at a rate of \$7,500 per year, to be part of the teacher's base salary.
4. If the position is not filled after steps 1 and 2 above, the Superintendent shall advertise for a part-time teacher or a teacher with dual qualifications.
5. The areas of Special Education, Basic Skills (Chapter I and State Compensatory Education) and Home Economics are specifically excluded from Sections 1-4 above. Teachers in such areas may be assigned a sixth (6<sup>th</sup>) teaching period over and above the (10) described in paragraph 3, above, and shall also be outside the limitation of two (3) per Department, as per past practice. These teachers shall be compensated at the rate of \$7,500 per year (to be a part of the teacher's base salary.)
6. Any teacher assigned to a sixth (6<sup>th</sup>) teaching assignment shall not be assigned to a duty period and a homeroom.
7. The Board's needs in this area shall be posted by July 1.



8. The purpose of this Section O of the Agreement is to meet the staffing and program needs of the Board, and it is not intended to be implemented as a means of reducing the Professional Staff.
9. The administration and Board agree to make an effort to minimize the number of different preparations assigned to a teacher who carries the sixth (6<sup>th</sup>) class.

P. Length of Periods

The Board and the Association agree that the length of each period during the school day shall be a total of forty-five (45) minutes. The current practice of providing teachers with an early dismissal on Fridays and days preceding holidays and vacations, except as set forth in Section L of this Article 7 shall not be modified.

Q. Period EA

1. Effective September 1, 1994, the Board shall establish as an extra-curricular assignment with the meaning and limitation of N.J.S.A. 34:13A-22 and 23, a new regular teaching assignment to be referred to as "Period EA", which assignment shall be scheduled during the school year, on days when school is in session, from 7:15 a.m.-8:00 a.m.
2. The parties hereto agree that assignments to cover Period EA shall be on a yearly basis for each teacher assigned and that such assignments shall not increase the length of the regular teachers' work hour total of seven (7) hours and five (5) minutes as set forth in the Agreement at ARTICLE 7—TEACHER HOURS.
3. Early Arrival (EA) Teacher day shall be seven (7) hours and five (5) minutes commencing at 7:11 a.m. Dismissal at 2:16 p.m. after seven (7) hours and five (5) minutes except on Fridays and days before holidays when dismissal for such EA assigned staff will be after six (6) hours and thirty-two (32) minutes.

4. The EA assignment shall be compensated at \$6,500.00, which will be added to the teacher's base salary.

R. Late Arrival

1. Effective September 1, 2000, the Board may establish a late teaching schedule to be called Late Arrival (LA). The LA supplementary teaching schedule shall be seven (7) hours and five (5) minutes with arrival at 8:49 a.m. and dismissal at 3:54 p.m. except on Fridays and days preceding holidays when dismissal will be at 3:21 p.m.
2. This LA assignment shall be assigned as per the requirements for assignment to a sixth (6<sup>th</sup>) class as outlined in Article Seven, Paragraph O with rotation of assignment from a pool of volunteers. The teachers' day shall remain seven (7) hours and five (5) minutes. The Board shall have the prerogative to exercise its right to assign staff but only after the criteria of Article 7 Paragraph O has been met. All assignments shall be on a rotating basis.
3. No staff member shall be removed from the extra-curricular schedules C and D positions due to assignment of the LA teaching schedule.

S. Saturday Detention

1. Effective September 1, 1994, the Board shall also establish as an extracurricular assignment with the meaning and limitation of N.J.S.A. 34:13A-22 and 23, a new assignment to be referred to as "Saturday Detention", which assignment is currently referred to in the Agreement at Schedule E. Saturday Detention shall be scheduled on Saturdays during the school year, at the discretion of the Board's Administration, from 8:00 a.m.-11:00 a.m.

2. The Agreement shall be and hereby is amended at Schedule E to provide that compensation for Saturday Detention assignment shall be as follows:
3. The Board agrees to establish a pool of volunteers from the Association's bargaining unit from which the Board's Administration shall make assignments to Saturday Detention. The duration of these assignments shall be established at the discretion of the Administration on a rotating basis from such pool. The Association agrees to cooperate in the establishment and maintenance of a pool of such volunteers. Such pool shall be established without prejudice to the Board's rights under N.J.S.A. 34:13A-23 regarding assignment in the event there are no qualified volunteers for the Saturday Detention assignment.
4. Without prejudice to its rights under the Agreement or the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.*, or other applicable law, decision, or regulation, the Board hereby notifies the Association that it will provide for an Administrator to be on-call during Saturday Detention classes whom the assigned teaching staff member may contact in the event of emergencies or as necessary and required.

## ARTICLE 8

### TEACHER ASSIGNMENT

A. Notification

All teacher 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.

B. Revisions in Assignment

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 Principal and the teacher affected and, at the teacher's option, a representative of the Association.

C. Exceptions

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

### REASSIGNMENTS

#### A. Posting Vacancies

As teaching vacancies and vacancies in extra-curricular activities become known to the Administration, the Superintendent shall deliver to the Association and also shall post in all faculty rooms a list of such vacancies which are expected to occur in staff positions for the following school year.

#### B. Filing Requests

Within twenty (20) school days of the original posting, teachers who desire a change in grade and/or subject assignment may then file a written statement of such desire with the Principal. Such statement shall include the grade and/or subject to which the teacher desires to be reassigned in order of preference.

#### C. Posting of Reassignments

If and when a reassignment 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 reassigned and the nature of the reassignment.

## ARTICLE 10

### NOTICE OF PROMOTIONS

#### A. Positions Included

Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisor levels of responsibility including but not limited to positions of Administrative Assistant, Athletic Director, Guidance Counselor, Librarian-in-charge, Supervisors, Coordinators, Associate Principals, Assistant Superintendent, Administrative Assistant to the Superintendent, and 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. Date of Posting

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 one (1) year for future vacancies, or until the office is notified in writing by an applicant that the application is withdrawn, whichever event occurs first.

2. Notification during Summer

During July and August, the Superintendent shall notify the Association of vacancies arising in promotional positions.

B. Board Employment Prerogative

The giving of notice as above described shall in no way 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.

C. Criteria for Notice

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 the promotional position shall be filled other than in accordance with the above procedure.

## ARTICLE 11

### **NOTICE OF POSITIONS FOR EVENING SCHOOL, SUMMER SCHOOL, HOME TEACHER, AND FEDERAL PROGRAMS.**

#### A. Posting

All openings for positions in the evening school, summer school, home teaching, federal projects, behind-the-wheel driver training, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately, publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in ARTICLE 10 dealing with promotions. Summer school and evening school openings shall be posted as they occur.

#### B. Negotiation of Salary Schedules

1. Salary schedules for all positions enumerated in Section A above and all summer employment shall be negotiated under procedures outlined in ARTICLE 2 of this Agreement along with regular salary schedules whenever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said programs.
2. Exceptions to Section B 1 above shall be proper and appropriate for short term projects, grant writing (excluding mini-grants), and research for individuals and/or terms.
3. The salaries for these positions shall be set forth in the appropriate schedules of the APPENDIX.



## ARTICLE 12

### TEACHER EVALUATION

#### A. General Criteria

##### 1. Open Evaluation

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

##### 2. Evaluation by Certified Supervisors

Teacher shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

##### 3. Copies of Evaluation

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

#### B. Personnel Records

##### 1. File

A Teacher shall have the right, upon request, to review the contents of his/her personnel file and to photocopy any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.

2. Derogatory Material

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

## ARTICLE 13

### INSTRUCTIONAL COUNCIL

#### A. Organization

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 Education 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 thereof. The Council shall meet at least eight (8) times during the school year and shall advise the Association and then the Administration and finally the Board of such matters as educational specialists, teacher evaluation, teacher facilities, professional development and educational improvement, extra-curricular programs, in-service programs, pupil testing and evaluation, research and experimentation.

#### B. Rules of Procedure

The Instructional Council shall establish written rules of procedure which shall be approved by the Association. The President of the Association shall appoint the chairperson and all members of the Committee. Any Association member or Board member shall be entitled to be present at 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.

#### C. Sub-Committees

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

D. Reports

1. 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 up-to-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.
  
2. All reports and recommendations outlined above in Paragraph D. 1 shall be in writing. Copies of written reports shall be furnished to the Superintendent, the Association President, and the Board Secretary.

## **ARTICLE 14**

### **SICK LEAVE**

#### A. Definition

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

#### B. Number of Days

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

#### C. Summer Employment

Teachers who work full time in either July or August shall be credited with an additional day of sick leave for each additional month of employment.

#### D. Accumulative Days

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

#### E. Non-Deductible Clause

Absence for other than sick leave shall not be deducted from the ten (10) days allowed for personal illness. If a teacher leaves during the school day because of an illness, and there is no cost to the Board, the teacher will not be charged with a sick day.

F. Reimbursement for Unused Accumulated Sick Leave

1. Teachers shall be eligible for reimbursement of their unused accumulated sick leave.
2. In order to be eligible for this benefit, a teacher must have completed at least fifteen (15) years of service in and to Passaic Valley Regional High School District.
3. Those who qualify shall be paid only upon actual retirement (the filing of papers with the Teachers Pension and Annuity Fund for regular, non-deferred retirement).
4. Effective July 1, 2006, the reimbursement schedule shall be as follows:

Days 1-100	\$40.00 per day
Days 101 and above	\$50.00 per day
5. Effective July 1, 2004, the maximum entitlement to any teacher shall be \$11,000 payable in two (2) installments. Effective July 1, 2005, the maximum entitlement to any teacher shall be \$12,000. The first installment to be paid within one (1) month of retirement, the second installment to be paid in January of the year following the staff member's retirement.
6. Any teacher desiring reimbursement hereunder shall make his intentions of retiring known to the Superintendent of Schools, in writing, one (1) month prior to the date that the Board submits its final budget to the County Superintendent of Schools. Failure to notify the Superintendent on time may result in the teacher's loss of reimbursement until the following budget year: i.e., a delay of one (1) year.
7. Actual payment shall be made during the month of July following the effective date of retirement (or, in case of late notification pursuant to Paragraph F. 6, above, the following July).

## ARTICLE 15

### SHORT TERM LEAVES OF ABSENCE

#### A. Types of Leave

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

##### 1. Professional

Absence for professional reasons must be approved by the Superintendent. The application must be in writing, signed by the applicant and submitted to the Superintendent; whenever possible at least three (3) school days in advance of the day for which permission to be so absent is sought. ARTICLE 2, Section D, shall not apply to this paragraph.

##### 2. Legal

Time necessary for appearance in any legal proceeding connected with the teacher's employment with the school system if the teacher is required by law to attend as party or as a witness under subpoena.

##### 3. Family Illness

In the event of the serious illness of a teacher's spouse, child or parent, up to two days per year. Personal days may accumulate to family illness to a maximum of seven (7) as cited in ARTICLE 15, Section A, Paragraph 5, Subsection a.

##### 4. Death in the Immediate Family

Up to four (4) days at any one time in the event of the death of a teacher's spouse, child, or parent. Up to three (3) days at any one time in the event of the death of a teacher's son-in-law, grandparent, father-in-law, mother-in-law, brother, sister,

brother-in-law, sister-in-law, stepfather, stepmother, and daughter-in-law.

In the event of the death of a teacher or student in the Passaic Valley High School District, the Superintendent shall allow the President of the Association or his designee and the immediate superior of said teacher or student sufficient time off to attend the funeral.

5. Personal Days

During each year of this Agreement, up to three (3) personal days shall be provided to all teachers. Application for Personal Days must be in writing, signed by the applicant and submitted to the Superintendent at least three (3) school days (whenever possible) in advance of the day for which permission to be absent is sought. The staff member need not provide a reason for a personal leave day. Personal Days may not be used to extend vacations, holidays, or weekends, and may not be used during the first five (5) school days or last five (5) school days of the year. The Superintendent reserves the right to limit the number of staff out on any day for legitimate reasons consistent with the educational needs of the district.

- a. Unused personal days may accumulate from year to year for use as family illness days under paragraph 3 of this Article at a later time, however the maximum accumulation shall be a total of seven (7) such days. Unused personal days shall not be paid for at retirement.

6. Other Leaves

Other leaves of absence with or without pay may be granted by the Board as the Board may see fit.



## ARTICLE 16

### EXTENDED LEAVES OF ABSENCE

#### A. Association

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

#### B. Military Leaves

Military Leaves shall be in accordance with the New Jersey State Statutes.

#### C. Maternity Leaves

The Board shall grant maternity leave for child rearing without pay to any teacher upon request subject to the following stipulations and limitations:

1. The Board may remove any pregnant teacher from her teaching duties on any one of the following bases:
  - a. Her teaching performance substantially declines from period preceding pregnancy.
  - b. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if:
    - (1) The pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching, or
    - (2) The Board's physician concludes she is unable to continue teaching.

- c. If the two physicians disagree, they shall choose a third physician whose opinion shall be binding upon the parties.
  - d. Any other just cause that is found to exist in N.J.S.A. Title 18A.
2. A teacher may utilize all or part of her accumulated sick leave days for that period of time in which her pregnancy results in a medical disability. The disability request shall be supported by a physician's certificate and the Board may choose to have the certificate confirmed by a Board appointed physician. If the two physicians disagree, they shall choose a third physician whose opinion shall be binding upon the parties.
3. Any tenured or non-tenured teacher seeking such leave shall apply to the Board ninety (90) calendar days prior to the beginning of the leave. At the time of application, the teacher shall specify in writing the date on which she wishes to commence leave. The leave shall terminate at the beginning of the first (1<sup>st</sup>) or third (3<sup>rd</sup>) quarter next following the date of its commencement. However, such leave shall be extended upon request to terminate on the commencement of any first (1<sup>st</sup>) or third (3<sup>rd</sup>) quarter up to a maximum of two (2) calendar years. The request shall be made within thirty (30) calendar days of the previously approved return date. It is specifically understood and agreed that, irrespective of the number of pregnancies, no single maternity leave shall be extended beyond a maximum of two (2) calendar years in total, except in the absolute and sole discretion of the Board. Any tenured or non-tenured teacher who seeks a maternity leave exclusively for the period of disability, with no child rearing period, shall apply for leave in accordance with the above procedure and shall be entitled to commence and return from disability leave upon medically confirmed dates. All requests shall be made in writing to the Superintendent.

The Board may require any teacher to produce a physician's certificate in support of the requested date and the Board may choose to have said certificate confirmed by a Board appointed physician

If the two physicians disagree, they shall choose a third physician whose opinion shall be binding upon the parties.

4. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based upon a condition of pregnancy or childbirth. The maternity leave shall not be counted for the tenure purposes.
5. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The teacher shall be granted a full salary guide step if she works at least one-half (1/2) of a school year (two full quarters). Working less than one-half (1/2) of a school year shall result in no advancement on the salary guide.
6. Within sixty (60) days of the scheduled return date of any Maternity Leave, the employee shall confirm her intention to return on that date in writing.

D. Other Leaves

Other leaves of absence with or without pay may be granted by the Board as the Board may see fit.

## ARTICLE 17

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

#### A. In-Service Workshops and Courses

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

#### B. Expenses for Required or Approved Conferences

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

#### C. Tuition Reimbursement

In order to provide teachers with an opportunity to enhance their professional education, beginning July 1, 2006, the Board shall implement the following Tuition Reimbursement Program. In order to be eligible, teachers must comply with each of the listed criteria:

1. Enrollment in a Graduate Degree Program/Graduate Course at an accredited college or university, unless the Superintendent requests a teacher to take courses at a non-accredited institution, industrial or corporate-sponsored program, or undergraduate institution.
2. Courses must be within the teacher's area of certification unless the Superintendent approves other courses.

3. All courses must be approved in advance by the Superintendent who shall, in his discretion, determine whether the courses will improve the educational program within the District.
4. Tuition reimbursement will be made after a transcript is provided to the Board showing that the teacher has paid for the courses and has successfully completed the course with a grade of "B" or better.
5. Reimbursement shall be divided equally for approved credit hours among the teachers requesting tuition reimbursement over the calendar year beginning July 1st. and/or shall be at 100% of the current state college tuition rate for the first three (3) credits in any year. Reimbursement shall be at 50% of the state college tuition rate for credits beyond the first three (3) credits in any year, to a maximum of twelve (12) credits in one year as funds permit. Reimbursement payment will take place at the conclusion of Passaic Valley Regional High School's academic year.
6. Effective July 1, 2006 maximum funds to be expended by the Board shall be \$15,000 . Effective July 1, 2007 maximum funds to be expended by the Board shall be \$16,000.
7. With respect to tenured teachers, if dual certification is part of the teacher's Professional Improvement Program and the tenured teacher agrees, the Board will pay for the tenured teacher's tuition. Such tuition payment will not be deducted from the tuition funds available under Paragraph C. 6 above.
8. Tuition reimbursement which is paid pursuant to this section shall be repaid to the district in the event that the recipient of the reimbursement terminates employment within a two (2) year period of course completion, except in the following circumstances:

- a. Serious illness of a teacher or a family member of the teacher's immediate family as certified by a physician where the teacher is required to render care to the member of the immediate family.
- b. Change of spousal employment necessitating a geographical relocation.
- c. Any other verified personal, unforeseen emergency necessitating termination of employment and providing no other employment as a teacher.
- d. Death of the employee.

## ARTICLE 18

### INSURANCE PROTECTION

#### A. Full Health Care Coverage

The Board shall provide for each teacher hospitalization benefits, Surgical Benefits, Rider J Benefits and Major-Medical benefits under the New Jersey Health Benefits Program or its equivalent. The Board shall pay the full premium for each teacher and, in cases where appropriate, for family plan coverage.

#### B. Dental Plan

1. During each year of this Agreement, the Board shall provide for each teacher a family dental plan with New Jersey Dental Service, or its equivalent.
2. The plan is currently referred to as Horizon with an orthodontic maximum of twelve hundred (\$1200.00) per case.
3. The Board shall pay a lump sum of up to forty two thousand dollars (\$42,000.00) during each year of this Agreement.

#### C. Description to Teachers

No later than September in each year of this Agreement, the Board shall provide to each teacher a description of the health-care insurance coverage provided under this article, which shall include a clear description of conditions and limits of coverage.

- #### D.
- In the event of a verified non-paid medical leave, the Board shall not extend medical benefit coverage for more than 180 days from the last day of paid medical leave. This leave shall be at the option of the employee and shall be in addition to any leave taken under the State or Federal Family Leave Act (s).

The parties agree that Article 18A be modified to include the following language:

a) Full Health Care Coverage

The Board shall provide for each teacher, hospitalization benefits, surgical benefits, and Major Medical benefits under the New Jersey Health Benefits Program. The Board shall pay the full premium for each teacher, and in cases where appropriate, family plan coverage.

- 1) A teacher may elect to waive the above insurance coverage for a full year (July 1 through June 30), upon providing proof, to the Board, of other medical coverage. Notification of said waiver and presentment of proof of alternative medical coverage must be made by April 15<sup>th</sup> in order to waive benefits for the upcoming year.

In the event said waiver is elected, the teacher shall receive the following:

- a. Family coverage to no coverage-\$2000 per year.
  - b. Family coverage to single coverage-\$1000 per year.
  - c. Family coverage to Parent/child coverage-\$500 per year.
  - d. Parent/child coverage to no coverage-\$1500 per year.
  - e. Parent/child coverage to single coverage-\$500 per year.
  - f. Single coverage to no coverage-\$1000 per year.
- 2) If any teacher opts to waive any of the above coverage, that teacher's spouse if employed by the Board, shall not be permitted to upgrade coverage during the time said waiver is in effect.
  - 3) The above waiver of coverage shall be administered in accordance with applicable tax laws.



- a) Any employee who waives coverage and receives monetary compensation shall be issued a W-2 form from the District. The employee shall be solely responsible for any tax liability and tax consequences.
  - b) The District will implement legally permissible federal and state tax plans to protect employees, who do not waive benefits, from tax liability.
- 4) In the event a teacher's non-district health benefits coverage is terminated, the teacher shall be reinstated into the district's health benefits plan within a time frame as permitted by the District's health benefits plan. If it becomes necessary for the teacher to come back under the District's medical coverage with twelve (12) months of receiving the payment referred to above, the teacher shall reimburse the Board, for said payment, on a pro rata basis.

## ARTICLE 19

### SALARIES

#### A. Salary Schedules for School Years 2006-2007, 2007-2008, 2008-2009

The salaries of all certified personnel covered by this Agreement are set forth in Schedules A,B,C,D, and E of the APPENDIX to this Agreement.

#### B. Method of Payment

##### 1. Twelve (12) Month

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

##### 2. Ten (10) Month

Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments as follows:

- a. On the fifteenth day of the month; and
- b. Thirtieth of the month

##### 3. Summer Pay Plan

Teachers may individually elect to have ten percent (10%) of The monthly salary deducted from their pay. Summer savings may be withdrawn using bank issued checks at the close of the second fiscal quarter.

##### 4. Exceptions

When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous work day.

5. Final Pay

Teachers shall receive their final paychecks on the last working day in June. Teacher shall receive their first paycheck in September on September 10<sup>th</sup>. In the event this day falls on a Saturday or Sunday, the payday shall be the preceding Friday.

## ARTICLE 20

### MISCELLANEOUS PROVISIONS

A. List of Positions and Compensation

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 21**

### **REPRESENTATION FEE**

- A. the Association shall, on or before September 30, of each year of this Agreement, deliver to the Board a written statement containing the following:
1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.5.
  2. A statement that the Association has established a “demand and return system” in accordance with the requirements of N.J.S.A. 34:13A-5.5.
  3. A statement establishing the amount of yearly representation fee to be deducted from the salary of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
  4. A list of all members who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
  5. Beginning with the first full pay period in November, the Board will commence deductions from the salaries of such members in accordance with Paragraph B below, of the full amount of the Representation Fee and will promptly send the amount so deducted to the Association.
- B. Payroll Deduction Schedule
1. The Board will deduct the Representation Fee, in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list, during the remainder of the membership year in question.

2. The deductions will begin with the first pay checks:
  - ( a ) In November; or
  - ( b ) Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later

The mechanics for deduction of Representation Fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction regular membership to the Association.

3. On or about the last day of each month, beginning the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- C. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, damages, cost and attorney fees or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

**ARTICLE 22**

**DURATION OF AGREEMENT**

A. Duration Period

This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009, 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.

B. Status of Incorporation

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

PASSAIC VALLEY EDUCATION  
ASSOCIATION, INC.

BOARD OF EDUCATION OF  
THE PASSAIC VALLEY  
REGIONAL HIGH SCHOOL  
DISTRICT # 1

BY \_\_\_\_\_  
ITS PRESIDENT

BY \_\_\_\_\_  
ITS PRESIDENT

BY \_\_\_\_\_  
ITS SECRETARY

BY \_\_\_\_\_  
ITS SECRETARY