

Contract is 1476



LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

SEP 2 1992

**RUTGERS UNIVERSITY AGREEMENT**

between

**THE BOARD OF EDUCATION**

of

**THE PASCACK VALLEY REGIONAL HIGH SCHOOL DISTRICT**

and

**THE PASCACK VALLEY REGIONAL EDUCATION ASSOCIATION**

for the period

**1990 -1993**



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**PREAMBLE**

This agreement entered into this 8th day of February, 1990 by and between the Pascack Valley Regional Board of Education hereinafter called the "Board" and the Pascack Valley Regional Education Association, hereinafter called the "Association."

**Witnesseth:**

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

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

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

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

# ARTICLE I

## Recognition

### A. Unit

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

Classroom Teachers	Work Experience Coordinators
Guidance Counsellors	School Psychologists
Librarians	School Social Workers
Audio Visual Coordinators	Learning Disability Teacher Consultants
School Nurses	Chapter I Teachers
Speech Correctionists	Reading Specialists
Resource Room Teachers	Supplementary Teachers
Directors of Athletics	Lead Teachers
	Compensatory Education Teachers

but excluding:

Superintendent	Administrative Assistants and Secretaries
Principals	Transportation Officers
Vice Principals	Library Technicians
Supervisors of Instruction	Attendance Officers
Board Secretary/Business Adm.	Cafeteria Aides
Directors of Student Personnel	Substitute Teachers
Adm. Asst. to Principal	Custodians and Maintenance Personnel
Director of Student Activities	Teacher Aides
Monitors	Health and Safety Officers

### B. Definition of Teacher

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

## **ARTICLE II**

### **Negotiation of Successor Agreement**

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

## **ARTICLE III**

### **Grievance Procedure**

#### **A. Policy**

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

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

#### **B. Definitions**

##### **1. Grievance**

A grievance is a claim by an employee or the Association based upon the application or violation of this agreement, policies, or administrative decisions involving a term or condition of employment of an employee or group of employees.

##### **2. Grievant**

A grievant is the person or persons making the claim or on whose behalf the Association is making the claim.

##### **3. The term "Grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule, regulation or by law of the Commissioner of Education or of the State Board of Education having the force or effect of law; or (2) in cases where the Board of Education is without authority to act; or (3) the failure or refusal of the Board of Education to offer a contract to a probationary employee.**

**C. Purpose**

The purpose of this procedure is to resolve disputes that arise involving the terms and conditions of employment covered by this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

**D. Procedure**

**1. Time Limits**

The number of days indicated at each level is the maximum and every effort should be made to expedite the process. The time limits specified may, however, be modified by written mutual agreement.

**2. Limitations on Filing**

A grievance shall be initiated at Level One of the procedure within thirty (30) days of the occurrence of an event which gives rise to a grievance. Failure to act within said thirty (30) calendar day period shall be deemed to constitute an abandonment of the grievance.

**Level One - Immediate Supervisor**

The grievant shall first discuss it with his immediate supervisor (or principal if applicable) either directly, or through the Association's designated representative within five (5) work days after the filing date of the actual grievance as outlined in Section D Paragraph 2 in an attempt to resolve the matter informally at that level.

**Level Two - Building Principal**

If the grievance is not resolved informally to the satisfaction of the grievant, then the grievant shall file the grievance in writing with the building principal within five (5) work days after the supervisor's response. The building principal shall respond in writing within five (5) work days of receipt of the grievance.

### **Level Three - Superintendent of Schools**

If the grievant is not satisfied with the disposition of his or her grievance at Level Two, he or she may file the grievance in writing with the Superintendent of Schools within five (5) work days of receipt of the response from the building principal. The Superintendent of Schools shall respond in writing within (5) work days of receipt of the grievance.

### **Level Four - Board of Education**

If the grievant is not satisfied with the disposition of his or her grievance at Level Three, he or she may, within five (5) work days after a decision by the Superintendent, file the grievance in writing with the Secretary of the Board of Education. The Board of Education shall review the grievance at its next regular meeting, and all parties who have been involved at any stage of the procedure shall have the right to be heard. The Board of Education shall render a decision in writing within thirty (30) days of the hearing.

### **Level Five - Binding Arbitration**

- (a) If the grievant is not satisfied with the disposition of the grievance at Level Four, he or she may, within five (5) work days after the decision by the Board of Education, request in writing that the Association submit the grievance to binding arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within five (5) work days after receipt of a request by the grievant.
- (b) Within ten (10) work days after such written notice of submission to binding arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.



- (c) The arbitrator shall be limited to the issues submitted to him/her and shall not add to, subtract from, or modify the terms of the agreement. The only grievances which may be arbitrated are those alleging that there has been a violation of the express, written terms of the locally negotiated agreement. The arbitrator shall not have authority to rule on grievances which concern the interpretation, application or alleged violation of the Board policies and administrative decisions affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment.
- (d) Arbitration meetings will be held at times other than the regular school day.
- (e) Each party shall pay its own costs for arbitration preparation. The parties shall share equally the fee and expenses of the arbitrator and arbitration proceedings.

#### **E. Right to Representation**

At any state of the grievance procedure, the aggrieved employee shall have the right to summon and have present witnesses on his/her behalf. The aggrieved employee shall have the right to be represented by counsel and to have speak on his/her behalf a representative of the Association. The right to participate in cross examination and/or argument on behalf of the aggrieved employee shall be limited to one person.

Nothing contained herein this procedure shall be deemed to require any employee to become a member of any organization, and any employee shall be entitled to a hearing under this procedure whether a member of any organization or not.

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

## ARTICLE IV

### Teacher Rights

#### A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity.

As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

#### B. Required Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent or a designee, Board, or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in office, position or employment, or the salary or any increments pertaining thereto, then the teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the teacher during such meeting or interview.

#### C. Evaluation of Students

Evaluation of students shall be per Board Policy No. 5121 adopted August 5, 1986. This provision shall be grievable to Board level only.

#### D. Criticism of Teachers

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

#### E. Complaint Procedure

1. In the event of complaints, the appropriate administrator shall make a determination as to whether to make an investigation. If the administrator decides to conduct an investigation, the teacher shall be notified in writing of that determination, and of the allegations being investigated, and of the name(s) of the complainant(s). The teacher shall have the right to representation by the Association for the duration of the investigation. If a written report results from the investigation, the teacher shall have the right to reply in writing and to have this reply appended to the report. The complaint shall not appear in any evaluation nor shall it influence an evaluation unless the investigation substantiates the complaint.
2. The provisions of the above paragraph are intended to apply to those cases where a complaint may be used in connection with evaluating a teacher, but shall not be deemed applicable with reference to any complaints that may result in the determination by the Board to forward charges which may be made against a teacher to the Commissioner of Education for processing in accordance with the Tenure Hearing Act set forth in the provision of Title 18A.

#### **F. Personnel Files**

1. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the teacher's personnel file unless said teacher has had an opportunity to review the material, except such material as may have been received in connection with the application for employment of the teacher. The teacher shall acknowledge that there has been the opportunity to review such material by signing the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents or assents to its inclusion in the teacher's personnel file. The teacher shall have the right to append a written reply to such material.
2. The Board shall not establish any separate personnel file unless it is available for the teacher's inspection, with the exception of personal references solicited by the Board at the time of employment.
  - a. This provision shall not limit the Board's right to establish personnel files as may be required in the operation of the school system, with the understanding that such files will be available for the teacher's inspection.
  - b. Teachers shall have the right, upon request to review the contents of these personnel files in the presence of a person authorized by the Board. After an initial review of personnel files, a teacher may request a second review of the files accompanied by a representative of the Association, in the presence of the Superintendent or his designee.

#### **G. Non-Discrimination**

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

#### **H. Enrollment of Dependent Children**

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

## **I. Smoking Provisions**

Teachers may only smoke a tobacco product on school property when inside his/her own personal vehicle in designated areas for teacher parking.

# **ARTICLE V**

## **Association Rights and Privileges**

### **A. Information**

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

### **B. Released Time for Meetings**

1. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during the working hours in negotiations, grievance proceedings, conferences, or meetings, said representative shall suffer no loss in pay.
2. Whenever the presence of a single teacher representative is required by counsel for the Association in connection with a court appearance involving PVREA-Pascack Valley Regional High School District matters where no testimony is to be taken, that representative shall suffer no loss in pay.

### **C. Use of School Building**

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

### **D. Use of School Equipment**

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

#### **E. Bulletin Boards**

1. Bulletin board space shall be provided in the main teacher's room and in each faculty cafeteria in each building for the posting of the Association notices.
2. No approval shall be required for the posting of said notices.
3. Prior to posting, copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required for their posting.
4. Nothing contained herein, however, shall be deemed to relieve the Association and any teacher of the consequences of any improper postings on said bulletin boards.

#### **F. Mail Facilities**

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

## ARTICLE VI

### Teacher Work Year

#### A. In School Work Year

1. **Ten (10) Month Personnel.** The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend one (1) additional day of orientation) shall not exceed one hundred eighty-five (185) days. Whenever, any member of the bargaining unit is required to complete any work which is customary and which should have been reasonably anticipated to be completed prior to the close of the school year, the member shall complete such work even if the fact that the completion of said work shall require the member to remain beyond the aforementioned 185 day period.
2. **Eleven (11) Month Personnel.** The in school work year of teachers employed on an eleven month basis shall not exceed two hundred five (205) days. Whenever any member of the bargaining unit is required to complete any work which is customary and which should have been reasonably anticipated to be completed prior to the close of the school year, the member shall complete such work even if the completion of said work shall require the member to remain beyond the aforementioned 205 day period.

#### B. School Calendar

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

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

# ARTICLE VII

## Teaching Hours and Teaching Load

### A. Teacher Day

1. **A Check-in Procedure.** As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes, except during the course of the school day. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
2. **Length of the Day.** The total in-school work day shall consist of not more than six (6) hours and fifty-one (51) minutes which shall include a duty-free lunch period and at least one (1) planning period.
3. **Arrival and Dismissal time.** Teachers shall be required to report for duty five (5) minutes before the opening of the school day, and shall be permitted to leave five (5) minutes after the close of the pupils' day. In accordance with school policy, teachers shall be required to remain to give extra help on the appropriate assigned days. It is the responsibility of all teachers to be present in their assigned classes and duties at the appointed times.
4. **Meetings.** Teachers shall attend regularly scheduled faculty and departmental meetings, serve on curriculum and other professional committees for the welfare of the District and the profession. Such committee assignments shall be distributed as equitably as possible among all by the administration, who will, in turn, take into consideration each teacher's regular teaching load, abilities, and interests. Special meetings may be called on at least twenty-four (24) hours notice; however, in emergency situations this requirement shall be waived. The notice of an agenda for any faculty meeting shall be given to the teachers at least twenty-four (24) hours prior to the meeting, except in an emergency.

### B. Teaching Load

#### 1. Normal Load

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



- b. A teacher shall take charge of a homeroom or perform equivalent services which shall be assigned by the administration.
- c. A teacher shall be required to supervise one study hall period per day or perform equivalent services of professional or non-professional nature which shall be assigned by the administration.
- d. Teachers assigned to both schools on a daily basis shall not be assigned a supervisory period.
- e. The Association President shall not be assigned a supervisory period or a homeroom.

## 2. Exceptions

Under extraordinary circumstances and after a thorough investigation of all viable alternatives by the teacher, and administration, a teacher may be required to teach a sixth period per day. Teachers assigned to a sixth period per day will not be required to perform the duties listed in B.1.c. above.

# ARTICLE VIII

## Cafeteria Supervision

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

# ARTICLE IX

## Salaries

### A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedules A1 thru A3 which are attached hereto and made a part hereof.

**B. Compensable Extra-Curricular Activities**

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

**C. Lead Teachers, Audio Visual Coordinators, and Intramurals**

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

**D. Additional Compensation**

1. When the members of the professional staff are assigned to cover teaching situations which would ordinarily require a substitute, such teachers shall be recompensed at the rate of \$15 per period commencing with the first class covered.
2. When teachers covered by this Agreement are employed on an eleven (11) month basis, they shall receive one-tenth (1/10) of their previous year's annual base pay as compensation for the additional month of employment.

**E. Method of Payment**

1. **Eleven (11) Month.** Each teacher employed on an eleven (11) month basis shall be paid on twenty-four (24) semi-monthly installments.
2. **Ten (10) Month.** Each teacher employed on a ten (10) month basis shall be twenty (20) semi-monthly installments.
3. **Exceptions.** When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
4. The first paycheck in September shall be paid on September 10th.

**F. Withholding of Increment and/or Adjustment.**

1. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.
2. The Superintendent shall have the responsibility to recommend to the Board, the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

3. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in accordance with the provisions of the Grievance Procedure applicable in such matters.
4. In cases involving the withholding of increments pursuant to the provision of R.S. 18A 29-14, an individual affected by such action shall have the right to invoke the Grievance Procedure through the hearing before the Board. From the final determination by the Board, the method of review shall be that set forth in R.S. 18A 29-14.
5. Whenever an increment has been withheld, the Board shall have the right in its discretion to restore the teacher to the appropriate place on the guide in any succeeding year.

#### G. Mileage Compensation

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

## ARTICLE X

### Health Benefits

#### A. Full Health-Care Coverage

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

##### 1. Provisions of Coverage

- a. Provisions of the health care insurance program shall consist of Blue-Cross, Blue-Shield with Rider J and Major Medical, or their equivalent.
- b. The Board shall pay the full premium for each teacher and the teacher's family the Dental insurance contracted with the New Jersey Dental Service Plan.

## 2. Carriers

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

## 3. Complete Annual Coverage

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

## B. Description to Teachers

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

# ARTICLE XI

## Sick Leave

### A. Eligibility

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

**B. Definition**

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

**C. Cumulative**

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

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

**D. Deduction for Cause**

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

**E. Extension of Coverage**

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

#### **F. Extended Sick Leave**

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

## **ARTICLE XII**

### **Professional Development Fund**

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

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

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

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

6. In the event that P.D.F. funds are not expended in any fiscal year, it is the intent of the Board and the Association that such funds shall be incorporated into the P.D.F. for the next fiscal year.
7. Should funds remain in the P.D.F. account from two years prior to the current academic year, the Superintendent, with the approval of the P.V.R.E.A. President and Representative Council, shall determine how such funds might be used in the best interest of the District.
8. Expenditures under the P.D.F. shall not be considered a substitute for monies regularly budgeted by the Board for in service projects, workshops, or professional travel unconnected with an approved P.D.F. project.

## **ARTICLE XIII**

### **A. Personal Leave**

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

### **B. Number of Days**

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

### **C. Reasons**

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

#### **D. Partial Days**

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

#### **E. Miscellaneous**

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

#### **F. Bereavement Leave**

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

1. Up to four (4) days at any one time in the event of death of a teacher's spouse, child, parent, brother or sister.
2. Up to two (2) days at any one time in the event of death of a teacher's father-in-law, mother-in-law, grandparents.
3. One day (1) in the event of a teacher's son-in-law or daughter-in-law.

## **ARTICLE XIV**

### **Teacher Observation and Evaluation**

#### **A. General**

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



2. Information regarding the performance of a teacher obtained by an administrator as the result of an on-the-job observation by another administrator may be included in an annual evaluation. However, such observations must be communicated to the teacher in writing. The teacher shall have the right to dissent with any or all parts of the evaluation and to have this written dissent appended to the report.
3. The Administration shall have the right to determine when the evaluation shall be made. In selecting the time for evaluations, supervisors shall consider all relevant factors which should be taken into consideration and shall avoid making evaluations at those times when, in the opinion of the evaluator, a fair evaluation may not be made. Supervisors shall make all evaluations as comprehensive as possible keeping with conditions then in existence.

#### B. Classroom Observation

1. Non-tenure teachers shall be observed by their immediate superiors (e.g., Supervisors of Instruction and/or Principal/Vice Principal) at least three (3) times each year. Tenure teachers shall be observed at least one (1) time each year. Each one of the minimum required observations shall be one class period in duration. The teachers shall be furnished with a copy of any classroom observation report within two (2) school days of the observation. A conference between the teacher and the observer for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction shall be held within three (3) school days of the observation. Additional observations and help are recommended for teachers experiencing difficulty. When possible, two or more persons should observe teachers independently. Where both teacher and observer agree that there has been an oversight, or a mistake in fact, in connection with any observation report, said observation report shall be rewritten to reflect the facts.
2. When the principal is not the observer, no observation report shall be submitted to him or any supervisor while such conference as outlined in B.1 above is pending. The teacher shall have the right to dissent with any or all parts of the observation report and to have his/her written dissent appended to the report at the time of submission to the principal or other supervisor.

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

#### C. Evaluation

1. Prior to the submission of annual evaluations, the administrator or supervisor writing the evaluations shall hold a conference with each teacher. Where both teacher and evaluator agree that there has been an oversight, or a mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts before submission. If the teacher objects to, or disagrees with statements in his/her evaluation he/she shall be allowed five (5) school days to append a written reply to the evaluation. The evaluation shall not be forwarded without this reply. If the teacher does not reply within the allotted time, the evaluation shall be forwarded to the Principal/Superintendent on the sixth school day.
2. All teachers shall be required to sign completed evaluation forms. The signing of such forms does not signify approval by the teacher. Where teacher and evaluator agree that there has been an oversight, or a mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts.
3. Annual evaluation reports shall be in addition to the classroom observation reports.

## ARTICLE XV

### Professional Courses

The Board encourages members of the professional staff to take courses for the betterment of their teaching capabilities and for their increased value to the school, and will subsidize up to one hundred percent (100%) of the tuition cost of such courses within the limits defined below and with the exception of courses which have been suggested or recommended by the Board.

#### A. Eligibility

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

## B. Approval of Courses

1. To be approved it must meet the following requirements.
  - a. The value and suitability of the courses shall have had approval of the Superintendent prior to enrollment by each individual.
  - b. Be in the area of specialty of the teacher making application, or
  - c. Be determined that the course will enhance the value of the staff member in terms of the needs of the district as determined by the Superintendent of Schools.
  - d. All courses must be taken in residence at an approved or accredited college. Attendance at classes is required. Approval of independent study, research, dissertation, thesis credits and correspondence courses will be considered on an individual basis by the Superintendent.
2. All applications are to be submitted to the Superintendent of Schools for approval by the dates announced by the Superintendent of Schools to the staff for courses to be taken during the Fall, Spring or Summer semester. In the event that evidence is presented that college catalogues were not available by the dates announced yearly by the Superintendent, the Superintendent has the prerogative of extending the announced date for submission of application on an individual basis.

## C. Payment

1. Proof of successful completion of the course shall be furnished to the Superintendent and endorsed by him/her before payment is made.
2. A teacher who does not return from the summer session will not be reimbursed.
3. Teachers not returning to their positions for the school year following that in which an approved course of study was taken will be required to reimburse the Board for such payment and will sign an agreement to that effect at the time of the application. Teacher reimbursement will be on or about June 30 of that school year providing they are still members of the school district.

4. For the term of this contract, this subsidy shall be one hundred percent (100%) of the tuition and laboratory fees. This one hundred percent (100%) is not to exceed \$750 in 1990-91, \$800 in 1991-92, and \$850 per year in 1992-93 to to any one teacher. Payment shall be made upon furnishing proof of successful completion of the course and the total payment by the Board of Education will not exceed \$16,000 in 1990-91 \$17,000 in 1991-92, and \$18,000 in 1992-93.
5. Reimbursement for courses outside a teacher's area of specialty will be made from monies remaining after subsidies have been paid for courses within a teacher's area of specialty.

#### **D. Required Training**

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

## **ARTICLE XVI**

### **Deductions from Salary**

#### **A. Professional Dues**

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

#### **B. Annuity Program**

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

## **ARTICLE XVII**

### **Agency Fee**

#### **A. Purpose of Fee**

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

#### **B. Amount of Fee**

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

#### **C. Deduction and Transmission of Fee**

The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

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

#### **D. Termination of Employment**

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

#### **E. Mechanics**

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

#### **F. Save Harmless**

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

## **ARTICLE XVIII**

### **Board Rights**

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

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

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

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

## ARTICLE XIX

### Teacher's Responsibilities

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

1. The instruction, guidance, discipline, and supervision of students assigned to their classes.
2. Evaluation of the progress of students under their direction.
3. The maintenance of such records and reports as they may be required to keep under the provisions of State law or as required by their superiors.
4. Attendance at staff meetings, called by their superiors according to Article VII.
5. Complying with all applicable rules, regulations and policies of the Board, except as where otherwise provided by this Agreement.
6. Where called upon by their superior to plan, guide, direct, evaluate, and supervise extra-curricular activities within the sphere of their competence, scheduled as per past practices. Volunteers shall first be sought.

7. Recommending to the Guidance Department such pupils as in the opinion of the teachers require assistance from the Guidance Department.
8. Any question or criticism of a supervisor or administrator by a teacher shall be made in private and not in the presence of students, parents, or other public gatherings.
9. Meeting with students for extra help as provided elsewhere in this Agreement.

## **ARTICLE XX**

### **Miscellaneous Provisions**

#### **A. Separability**

If any provision of the Agreement or any application of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

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

#### **C. Printing Agreement**

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

#### **D. Notice**

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

1. If by Association, to Board at:

46 Akers Avenue  
Montvale, New Jersey

07645



2. If by Board, to Association at:

Pascack Hills High School  
Grand Avenue  
Montvale, New Jersey 07645

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

## **ARTICLE XXI**

### **Duration of Agreement**

This Agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1993. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

## **ARTICLE XXII**

### **Payment for Unused Sick Leave**

Any teacher, 55 years of age or older, who retires according to the provisions of the T.P.A.F. in order to receive immediate benefits and not merely "deferred retirement" and who has twenty (20) years of service in the Pascack Valley Regional High School District shall be eligible for payment for unused sick leave according to the following formula:

- a. A teacher must notify the Board of Education of intention to retire at least 6 full months prior to June 30th. Effective July 1, 1992, this shall read a teacher must notify the Board of Education of intention to retire at least 6 full months prior to June 30th and shall retire at the end of the school year (June 30th).
- b. Qualifying days are all sick days accumulated within the district in excess of 25 days.
- c. The Board of Education will pay \$75 for each qualifying day.
- d. The total amount paid to any one teacher shall not exceed \$15,000.

**Status of Incorporation**

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their Corporate Seals to be placed hereon, all on the day and year first written above.

**Pascack Valley Regional  
Education Association**

**Pascack Valley Regional  
Board of Education**

by *Ann I. Coleman*  
President

by *Susan Grisburg*  
President

by *Karla B. Williams*  
Secretary

by *Patricia J. Gianette*  
Secretary

**1990-1991 Salary Guide: Schedule A-1**

STEP	BA	BA+30	MA	MA+15	MA+30	MA+45
1	27640	28570	30210	31510	33690	35280
2	28960	30110	31750	33050	35230	36820
3	30320	31710	33360	34660	36830	38430
4	31730	33380	35020	36320	38500	40090
5	33180	35110	36760	38060	40230	41830
6	34680	36910	38560	39860	42030	43630
7	36220	38770	40420	41720	43900	45490
8	37800	40700	42350	43650	45820	47420
9	39420	42690	44340	45640	47820	49410
10	41090	44750	46400	47700	49880	51470
11	42800	46870	48520	49820	52000	53590
12	44560	49070	50710	52010	54190	55780
13	44560	49070	52960	54270	56440	58030

**1991-1992 Salary Guide: Schedule A-2**

STEP	BA	BA+30	MA	MA+15	MA+30	MA+45
1	29970	30980	32760	34170	36530	38260
2	31400	32640	34430	35840	38200	39930
3	32880	34380	36170	37580	39940	41670
4	34410	36190	37980	39390	41750	43470
5	35980	38070	39860	41270	43630	45350
6	37600	40020	41810	43220	45580	47300
7	39270	42040	43830	45240	47600	49320
8	40980	44130	45920	47330	49690	51420
9	42750	46290	48080	49490	51850	53580
10	44560	48530	50310	51720	54080	55810
11	46410	50830	52610	54020	56380	58110
12	48310	53200	54990	56400	58760	60480
13	48310	53200	57430	58840	61200	62930

## 1992-1993 Salary Guide: Schedule A-3

STEP	BA	BA+30	MA	MA+15	MA+30	MA+45
1	32530	33620	35560	37090	39650	41530
2	34080	35430	37370	38900	41460	43340
3	35690	37320	39260	40790	43350	45220
4	37340	39280	41220	42750	45310	47190
5	39050	41320	43260	44790	47350	49230
6	40810	43440	45380	46910	49470	51340
7	42620	45630	47570	49100	51660	53540
8	44480	47900	49840	51370	53930	55810
9	46400	50250	52190	53720	56280	58150
10	48360	52670	54610	56140	58700	60570
11	50370	55170	57110	58640	61200	63070
12	52440	57750	59680	61210	63780	65650
13	52440	57750	62330	63870	66430	68300

PH.D. or Ed.D. add \$1000 to the appropriate step

**Longevity:** Teachers with a minimum of sixteen (16) credited years in the District will receive longevity salary. Credited years of experience in the District is the basis of assignment to the given step of the salary guide. Half steps do not qualify an individual for movement to the next full step on the longevity guide. Only a full year of service will be given salary credit on the longevity guide. Credited years of experience in the District means actual full contracted years of teaching in Pascack Valley Regional High School District, plus years of approved sabbatical leave, plus credit accepted by the Pascack Valley Regional High School District for military service, plus teaching experience outside the Pascack Valley Regional High School District credited for placement on the salary guide.

### LONGEVITY

<u>Years Completed</u>	<u>Salary</u>	
16-18	\$300	Credited Service
19-21	600	Credited Service
22-24	900	Credited Service
25-27	1200	Credited Service
28-30	1500	Credited Service
30+	1800	District Service

## Extra Curricular Pay Guide: Schedule B

Head Coaches at each school	1990-1991			1991-1992			1992-1993		
	1	2	3	1	2	3	1	2	3
Football	4450	4640	4840	4860	5070	5290	5315	5545	5785
Wrestling	3725	3925	4120	4075	4290	4505	4455	4690	4925
Basketball	3725	3925	4120	4075	4290	4505	4455	4690	4925
Baseball	3265	3465	3655	3565	3785	3995	3900	4140	4370
Softball	3265	3465	3655	3565	3785	3995	3900	4140	4370
Spring Track	3265	3465	3655	3565	3785	3995	3900	4140	4370
Soccer	3265	3465	3655	3565	3785	3995	3900	4140	4370
Volleyball	3010	3200	3400	3290	3500	3715	3595	3825	4060
Cross Country	2550	2735	2940	2790	2985	3215	3050	3265	3510
Tennis	2550	2735	2940	2790	2985	3215	3050	3265	3510
Indoor Track	2550	2735	2940	2790	2985	3215	3050	3265	3510
Golf	2550	2735	2940	2790	2985	3215	3050	3265	3510
Gymnastics	2550	2735	2940	2790	2985	3215	3050	3265	3510
Bowling	2550	2735	2940	2790	2985	3215	3050	3265	3510
Cheerleading	1960	2090	2220	2145	2280	2425	2345	2495	2650
Athletic Director	4840	5035	5235	5290	5500	5720	5785	6015	6255

Assistant Coaches at each school	1990-1991			1991-1992			1992-1993		
	1	2	3	1	2	3	1	2	3
Football	2940	3130	3335	3215	3425	3645	3510	3740	3985
Wrestling	2680	2870	3070	2925	3135	3355	3200	3430	3670
Basketball	2680	2870	3070	2925	3135	3355	3200	3430	3670
Baseball	2485	2680	2880	2720	2925	3150	2970	3200	3440
Softball	2485	2680	2880	2720	2925	3150	2970	3200	3440
Track	2485	2680	2880	2720	2925	3150	2970	3200	3440
Soccer	2485	2680	2880	2720	2925	3150	2970	3200	3440
Volleyball	2090	2285	2485	2280	2495	2720	2495	2730	2970

A coach within the District who transfers to a new or different sport or who takes on an additional assignment during a different season, shall receive credit for all prior coaching experience.

A coach from another school who comes to this District as a Head or Assistant Coach will be given prior coaching credit provided it is in the same or equivalent sport.

The following sports are equivalent: Baseball and Softball, Cross-Country, Winter and Spring Track

## Extra Curricular Pay Guide: Schedule C

Positions at each school	1990-1991			1991-1992			1992-1993		
	1	2	3	1	2	3	1	2	3
Band Director	3370	3505	3635	3685	3830	3970	4030	4185	4340
Debating Team Advisor	2480	2620	2750	2710	2860	3005	2965	3125	3285
Musical Director	2480	2620	2750	2710	2860	3005	2965	3125	3285
Drama Director	2480	2620	2750	2710	2860	3005	2965	3125	3285
Yearbook Advisor	1925	2060	2195	2105	2250	2400	2300	2460	2625
Yearbook Bus. Mgr.	1925	2060	2195	2105	2250	2400	2300	2460	2625
Senior Class Advisor (2)	1925	2060	2195	2105	2250	2400	2300	2460	2625
Newspaper Advisor	1925	2060	2195	2105	2250	2400	2300	2460	2625
Student Government Adv.	2480	2620	2750	2710	2860	3005	2965	3125	3285
Band Front Advisor	1510	1650	1780	1650	1805	1945	1800	1970	2130
Literary Magazine Adv.	1370	1505	1635	1500	1645	1785	1640	1795	1950
Ass't Band Director	1370	1505	1635	1500	1645	1785	1640	1795	1950
Ass't Band Front Adv.	1370	1505	1635	1500	1645	1785	1640	1795	1950
Jazz Band Advisor	1220	1355	1485	1330	1480	1625	1455	1620	1775
Set Construction Adv.	1220	1355	1485	1330	1480	1625	1455	1620	1775
Set Design and Decoration	1220	1355	1485	1330	1480	1625	1455	1620	1775
Musical Costume Designer	1220	1355	1485	1330	1480	1625	1455	1620	1775
Musical Choreographer	1220	1355	1485	1330	1480	1625	1455	1620	1775
Musical Orchestra Dir.	1220	1355	1485	1330	1480	1625	1455	1620	1775
Junior Class Advisor	1135	1135	1135	1240	1240	1240	1360	1360	1360
Sophomore Class Advisor	995	995	995	1085	1085	1085	1190	1190	1190
Freshman Class Advisor	865	865	865	945	945	945	1030	1030	1030
National Honor Society	510	575	645	555	625	705	605	685	770
Math Team Advisor	510	575	645	555	625	705	605	685	770
Science League Advisor	510	575	645	555	625	705	605	685	770
Computer Team Advisor	510	575	645	555	625	705	605	685	770
Audio Visual Club Adv.	510	575	645	555	625	705	605	685	770
Public Relations	510	575	645	555	625	705	605	685	770
Chartered Clubs	510	575	645	555	625	705	605	685	770
Ger., Fr., & Sp. Club Adv.	510	575	645	555	625	705	605	685	770
Investment Club	510	575	645	555	625	705	605	685	770
Mock Trial, U.N.	510	575	645	555	625	705	605	685	770
Approved Clubs	510	575	645	555	625	705	605	685	770
Chaperones per event	35	35	35	35	35	35	40	40	40

An Activity advisor from another school who comes to this District as an advisor shall be given prior advising credit provided it is in the same or equivalent activity.

## Extra Curricular Pay Guide: Schedules D thru F

	1990-1991			1991-1992			1992-1993		
	1	2	3	1	2	3	1	2	3
<hr/>									
<b>Schedule D</b>									
Lead Teacher	710	710	710	780	780	780	850	850	850
<hr/>									
<b>Schedule E</b>									
Audio-Visual Coordinator	1660	1750	1830	1820	1910	2000	1980	2090	2180
<hr/>									
<b>Schedule F</b>									
Intramurals		11.50/period		12.50/period			13.75/period		

Differentiation of Lead Teachers between those with inter-school Supervisors of Instruction and those with intra-school Supervisors. Those Lead Teachers with inter-school Supervisors of Instruction will have a 4/5 teaching load.

