

**TERMS OF AGREEMENT**

**BETWEEN THE**

**MAHWAH ASSOCIATION OF SUPERVISORS**

**AND THE**

**MAHWAH TOWNSHIP BOARD OF EDUCATION**

**July 1, 2002 - June 30, 2005**

**(REVISED 7/9/03)**

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MAHWAH ASSOCIATION OF SUPERVISORS  
AND THE  
MAHWAH TOWNSHIP BOARD OF EDUCATION  
July 1, 2002- June 30, 2005

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## ARTICLE I

### RECOGNITION

A. Association Membership

In accordance with Chapter 303, Public Laws of 1968, the Mahwah Township Board of Education, hereinafter referred to as the Board, hereby recognizes the Mahwah Association of Supervisors, as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment of all supervisors.

B. The following employees are covered by this agreement:

Supervisor of 6-12 Science, 9-12 Industrial Arts and 9-12 Family & Consumer Science (known as Practical Arts)

Supervisor of 6-12 Mathematics and 9-12 Business

Supervisor of 6-12 Language Arts

Supervisor of 3-12 World Languages, and 6-12 English as a Second Language

Supervisor of 6-12 Social Studies, 9-12 Music, and 9-12 Fine Arts

Supervisor of 6-12 Special Education

C. Definition

Unless otherwise indicated, the terms "Association Member" or "Member" when used hereinafter in this agreement shall refer to all professional employees represented by the Mahwah Association of Supervisors in the negotiating Association as above defined.

## ARTICLE II

### NEGOTIATING PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, and Chapter 123, Public Laws 1974, to reach agreement on all matters concerning the terms and conditions of the Association Members' employment as required by law. Any agreement reached will be reduced to writing and signed by the duly appointed representative of the Board and the Mahwah Association of Supervisors. Such agreement will be subject to ratification by the majority vote of the full Board of Education and by the Association.

Negotiations shall begin at least seven (7) months prior to the expiration of the contract, unless mutually agreed to begin at a later date. Mutual agreement shall be in writing with date noted and signed by representatives from both parties.

B. Negotiating Team Authority

The Board and the Mahwah Association of Supervisors each will authorize a negotiating committee to enter into discussions with the other concerning the negotiations of a successor contract. The Board reserves to itself the final and ultimate authority to adopt by a majority vote at a public meeting any tentative agreement to a successor contract reached by the above designated committee and the Mahwah Association of Supervisors. Similarly, the Mahwah Association of Supervisors reserves to itself the final right to ratify at a meeting of its membership any tentative agreement to a successor contract reached by the above designated committee and the Board. The position of the Board and the Mahwah Association of Supervisors in this matter is based upon their understanding of, and their obligations under, Chapter 303, Public Law of 1968 and Chapter 123, Public Law of 1974.

C. Maintaining Benefits

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment included in Article VI, Benefits, applicable on the effective date of the Agreement, shall continue to be so applicable during the term of this Agreement. Terms and conditions of employment agreed to in this document shall remain in effect for the duration of the Agreement and shall not be changed or altered unless agreed to in writing by both parties.

D. Modifications

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

The purpose of this procedure shall be to secure at the lowest possible Administrative level equitable solutions to problems which may from time to time arise affecting the terms and conditions of employment of one or more Association Members.

A. Grievance

The term "grievance" shall mean a claim that there has been an improper interpretation of this agreement, application or violation of policies, agreements and administrative decisions which affect the Association Member's terms and conditions of employment.

B. Procedure

1. Filing a grievance: A grievance may be filed by the Association on its own behalf or on behalf of any Association Member. Grievances must be initiated at the lowest possible level. All time limits shall be determined by calendar days. The aggrieved person shall have the right to representation at all levels. Time limits may be altered if mutually agreed to by both parties.
2. If the Association or Association Member fails to meet the time limits specified in this Agreement, the grievance shall be deemed resolved according to the status quo. If the party appealed to for determination at Level I, II or III fails to respond within the specified time, the grievance shall be deemed moved to the next higher level.

Level I

The aggrieved person shall first present his/her grievance claim to his/her immediate superior (Building Principal or Assistant Superintendent) within thirty (30) days of its occurrence with objective of resolving the grievance informally through discussion. If the matter has first been presented to his/her immediate superior and is not resolved to the satisfaction of the grieving Association Member within fourteen (14) days of the discussion, the claim shall be presented in writing to the Assistant Superintendent within seven (7) days.

The Assistant Superintendent shall communicate his/her decision in writing to the grieving Association Member within fourteen (14) days of the discussion of the grievance but not more than twenty-one (21) days after receipt of the written grievance.

Level II

If the grievance is not resolved to the satisfaction of the aggrieved person, he/she may submit the grievance and any written response from the Assistant Superintendent or to the Superintendent within ten (10) days. The Superintendent shall within five (5) days of receipt of the grievance fix a time and place for a meeting with the aggrieved person. Said meeting shall take place not later than fifteen (15) days after the receipt of the grievance. The Superintendent shall present a written determination of the grievance within ten (10) days of this meeting.

### Level III

In the event that the grievance is not resolved to the satisfaction of the grieving Association Member, he/she may request a review by the Board. Said request for review shall be made within seven (7) days of receipt of the Superintendent's determination. The Board, or a committee thereof, shall take the necessary steps to provide an opportunity for the aggrieved person to present his/her grievance. The Board will make known its decision, in writing, within twenty-one (21) days of receipt of the grievance.

### Level IV

In the event the proceedings at the lower level fail to resolve the grievance, the grieving Association Member may submit the claim to arbitration under the Voluntary Labor Rules of the American Arbitration Association within thirty (30) days of receipt of the Board's decision. The parties agree that the arbitrator's decision shall be binding upon them. Any and all cost involved in the use of an arbitrator shall be equally shared between the Board and the Association.

## **ARTICLE IV**

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any Member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, or conferences and meetings related to same, he/she shall suffer no loss in pay.
- B. Within a reasonable period of time prior to any official Board action which will cause a reduction in force or change in responsibilities of Association Members to occur, the Board shall notify the Association of said impending action in writing. The Association shall have the right prior to said official action by the Board to consult and make its views known to the Board.
- C. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information that shall assist the Association in developing intelligent, accurate, informed and constructive programs, together with information which may be necessary for the Association to negotiate and/or process any grievance or complaint.

## **ARTICLE V**

### BOARD RIGHTS AND RESPONSIBILITY

Except as limited by the terms of the Agreement, the Board reserves to itself all rights and responsibilities under law and jurisdiction and authority over matters of policy, including but not limited to the following:

- A. The right to direct employees of the school district;
1. to hire, promote, transfer, assign, retain employees in positions and eliminate positions in the school district, and to suspend, discharge or take other disciplinary action against employees as permitted under Title 13A;
  2. to relieve employees from duty as defined under Title 1A;
  3. to maintain the efficiency of the school district operations entrusted to them;
  4. to determine the general policy by which such operations are to be conducted; and
  5. to take whatever actions may be necessary to carry out the missions of the school district in situations of emergency.
- B. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. In addition, representatives of the Board and of the Association shall meet at reasonable times and negotiate in good faith with respect to grievances.

It shall be clearly understood by both parties that the salary schedule ( e.g., designated as SCHEDULE A included in the Agreement) does not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all salary adjustment. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure .

1. Incorporate the principles identified in the "Supervision and Evaluation Process" which will be developed, agreed to and adopted by both parties during the term of this contract.
2. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the Member to be so deprived shall be put on notice of this recommendation.
3. Arrangements shall be made to afford said Member a reasonable opportunity to speak in his/her own behalf before the Board. Such a meeting before the Board shall not constitute a disciplinary hearing.
4. The Board will not take necessary formal action until a date subsequent to the above meeting.
5. If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of said action, together with the reasons therefore, to the Member concerned.

## ARTICLE VI

### BENEFITS

A. Association Members shall receive the following benefits;

1. Medical Insurance

The Board shall provide the health care insurance protection designated herein. The Board shall pay the full premium for each Association Member and his/her qualifying dependents under the District Health Benefits Plan, and District Prescription Plan, effective January 1, 1999.

For each Association Member who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums, as agreed upon above, to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>. Premiums in behalf of the Association Member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

During the course of this agreed upon contract, the district has the right to change the medical insurance coverage to be consistent with medical insurance coverage provided to all other collective bargaining units in the school district.

2. Dental Insurance

For the duration of the agreement, the Board shall pay the full Premium for a District Dental Plan for each Association Member and his/her qualifying dependents.

B. Other Considerations

Each Association Member is authorized to be reimbursed by voucher up to a total of \$3,000 for 2002-2003, \$3,200 for 2003-2004 and \$3,500 for 2004-2005, as prescribed by items 1.-6. in this article, including \$700 per year which may be applied to the purchase of life insurance or disability insurance effective July 1, 2002 – June 30, 2005.

1. Tuition

2. Membership dues in regional, state, and/or national professional associations, professional books, journals and subscriptions.

3. With the approval of the Superintendent the district will pay for registration, hotel and travel expenses for attendance at professional conferences and seminars. Appropriate documentation will be required to be submitted to the Business Office.



4. Semiannual or annual physicals examination, which may include eye examination and optical expense. Optical expenses for Members' immediate family may be included under this provision. If a Member chooses not to have a complete physical, the Association Member shall follow the State regulations relative to tuberculosis testing.
5. Purchase of technology software, which is related to the responsibilities of the supervisor, for use at home.
6. Purchase of technology hardware for both supervisor responsibilities and personal use at home. This hardware will be the sole property of the Board of Education. Any Association Member may purchase the hardware from the Board of Education, paying with a personal check, at a cost less depreciation for the equipment. Depreciation will be determined in the standard manner by the Business Administrator at fair market value.

D. Annual Sick Leave

1. Association Members shall be entitled to eleven (11) sick leave days per year with pay. These days will be available for the Member's use as of the first official day of the work year, whether or not he/she report for duty on that day.

Unused sick leave days shall be accumulated from year-to-year with no maximum limit. At the beginning of the school year, each Member will receive by October 30<sup>th</sup> of each year a written notice of his/her total net accumulated sick days.

2. In the event of illness, Members who have exhausted their sick leave may be paid their regular salary, which will be reduced by the pay of a substitute. The granting and duration of this additional pay is subject to the approval of the Board on a case-by-case basis, in accordance with the terms of NJASA 18A:30-6.
3. Members terminating their contract with the school district will be reimbursed at the rate of 33% (computed on the basis of 200 days per year) of their final 12-months per diem salary according to the following:
  - a. Any Member with more than 240 days of sick leave as of June 30, 1992 may continue to collect sick days and be paid for same at the rate of 33% provided that the maximum amount upon reimbursement may be calculated shall not exceed the balance of unused sick leave days as of June 30, 1994.
  - b. Any Member with fewer than 240 days of sick leave is eligible to be paid for unused sick leave to a maximum of 240 sick days at the rate of 33% provided they were employed prior to June 30, 1992.

- c. Any Member who becomes employed subsequent to June 30, 1992 is eligible to be paid for unused sick leave at the rate of 33% to a maximum of 120 days, eligibility beginning with the 4th year of continuous service.
  - d. Sick leave will continue to accumulate, to be used in the event of illness, as per the agreement for the duration of this contract and, as per law for the contract period for 1999-2002. In the event a Member uses more than his/her annual allotment, subsequent to the 1993-94 contract year, the accumulation number for payout purposes will be reduced accordingly.
  - e. Payment of this severance money shall be made in two (2) equal payments over two school fiscal years, effective with the first year that the unit Member leaves the District.
4. Eligibility for accumulated, unused sick day reimbursements as of July 1, 1992 is as follows:
- a. All Members who have unused, accumulated 240 sick days will continue to accumulate sick days and will be eligible for reimbursement of the unused, accumulated days as per formula of ARTICLE VI., D3, above.
  - b. All Members who have less than 240 unused accumulated sick days, will continue to accumulate days to a cap of 240 days for the purpose of reimbursement, in accordance with the formula of ARTICLE VI., D3, upon termination of his/her employment with Mahwah.
5. In the event of the death of an eligible Member, prior to severance and collection of this payment, said payment shall be made to the estate of said Member; provided, however, that this estate payment shall only apply to Members with ten (10) or more years of service in Mahwah, and further provided that application for said payment be made to the Board within twelve (12) months next following the death of said Member.
6. In addition, Members retiring on or before the termination of this contract will be given the opportunity of continuing coverage under the dental insurance provided herein at his/her own expense until they reach the age of sixty-five (65).
7. Any absence or illness beyond five consecutive days shall be attested to by a physician or other attending specialist.

E. Personal Leave of Absence

1. Temporary

Association Members shall be granted days for personal use as needed, and as

approved by the Superintendent.

2. Extended

- a. Association Members may be granted unpaid extended leaves by agreement with and approval of the Board.
- b. All benefits in force upon return to the district shall be restored upon returning to the same position.
- c. Any Association Member having advanced knowledge of a forthcoming period physical disability (including pregnancy), confirmed by a licensed medical practitioner, shall notify the Superintendent or Assistant Superintendent of such probable absence and the expected inclusive dates of such impending absence. Nothing in this provision shall prevent an employee from using his/her sick time during the period of this disability.

Maternity/paternity extended leaves of absence shall be granted to Association Members. An Association Member may request a child care leave, without pay, and such leave may be granted by the Board. Such leave, when granted, will commence at a time mutually acceptable to the Board and the Association Member.

Any Association Member adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of the said infant, or earlier if necessary to fulfill the requirements of adoption. No Association Member on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Mahwah School District in the area of certification of competence.

Leave extensions will be considered on a case-by-case basis and extended at the discretion of the Board, upon recommendation of the Superintendent. As a practical matter, leaves of absence will not be granted for periods in excess of 24 successive calendar months.

Reinstatement will normally commence at the beginning of any given school year.

3. Sabbaticals

Each Association Member shall be eligible for an in-year sabbatical; only one Association Member may be absent for this purpose in any one school year. This benefit provides for the Association Member to receive three quarters (3/4) pay for the full year's sabbatical. Association Members shall receive this benefit only once during the term of their employment with the Mahwah Public Schools.

Sabbatical proposals are subject to review by the Superintendent or his designee and are subject to the approval of both the Superintendent and the Board of Education.

Sabbaticals shall be frozen, not granted, for the duration of this agreement.

F. Holidays

Association Members may be excused from attendance whenever schools are not in session, except when special meetings are called by the Superintendent.

G. Credit for Courses

Association Members shall have recorded in their personnel files successful completion of graduate college courses which have been previously approved by the Superintendent.

Association Members who complete 15 credit hours of graduate courses at an accredited college or university shall have his/her salary increased by \$2,000 at the commencement of the following school year for the completion of the aforementioned credit hours.

H. Separation from Service Due to Death

Upon the death of an Association Member, accrued benefits will be paid to the designated beneficiary. These shall include payment of salary to the end of the bimonthly pay period.

I. Reimbursement for Business Mileage

Each Association Member shall be reimbursed, with the approval of the Superintendent, at the prevailing IRS rate per mile, for use of his/her automobile for job related automobile expenses.

J. Income Protection Plan

Provisions shall be made for allowing Association Members to join an income protection plan, at their own expense, with a company chosen by the Association. The Association will furnish the name of the company for this protection plan to the Business Administrator, as a matter of record.

The Board assumes no responsibility either expressed or implied or otherwise for the performance, errors, omissions, or representations the company may make to a Member or the Association with reference to the plan.

## **ARTICLE VII**

### **WORK YEAR**

- A. Association Members agree that their work year will consist of 205 days.
- B. During the regular school year, when teachers and students are present, the Members of this Association will work 190 days. This may require Association Members to work during some school holidays of their choice to review departmental budgetary requests, consolidated requests, and continue in the preparation for the proposed budget for the following year.

An additional 15 days, as noted in paragraph A, will be included as follows:

- 5 days subsequent to the closing of school in June (5 work days)
- 10 days prior to the opening of school in September (10 work days)

These responsibilities will be delineated in the job description for Supervisors and approved by the Board of Education.

- C. All Association Members, without exception, agree to prepare, completely perform and discharge in totality their duties within the specified time of their work year. The Board does recognize that from time to time the need may arise to have one or more Members of the Association perform work during the summer months. Under these special circumstances and upon the recommendation from the Superintendent of Schools and agreement from the Association Member, the Board may grant approval by formal resolution. In the event of an approval from the Board, for any given summer work, said approval will not constitute the commencement of a practice which can or will be construed by either party as a "past practice" action.

Members will be reimbursed for summer work at the rate of \$200 per day.

## **ARTICLE VIII**

### **SALARY**

The agreed upon increase in salaries is 4 ½% per year for the years 2002-2003, 2003-2004 and 2004-2005. The distribution is noted on Appendix A attached.

## **ARTICLE IX**

### **ASSIGNMENTS**

All Association Members shall be given notice of their reemployment by April 30<sup>th</sup> and assignments by June 15<sup>th</sup> of each year.

## **ARTICLE X**

### **DEDUCTIONS FROM SALARY**

The Board agrees to deduct from the salaries of Association Members dues for the National Education Association and/or Principals and Supervisors Association memberships, provided such requests are made prior to September 1<sup>st</sup> of the contract year.

## **ARTICLE XI (revised 7/9/03)**

### **EVALUATIONS**

- A. Each Association Member shall be evaluated according to the law (N.J.A.C. 6:3-1.21, or as most recently amended).
- B. All supervisors will be observed in a classroom setting performing their teaching responsibility at least once during the school year. The superintendent or building principal will conduct the observation.
- C. The superintendent will prepare written evaluations of supervisors on an annual basis. The superintendent, the middle school principal and the high school principal will provide annual written performance assessments on each supervisor, to the superintendent by March 15. These assessments will be incorporated into the superintendent's annual evaluation of each supervisor. A copy of such written assessments will be given to each supervisor in addition to the superintendent for the annual evaluation.

Supervisors will meet with the superintendent, the high school principal and the middle school principal to review yearly departmental goals by October 30.

A minimum of two conferences per year will be scheduled and held between each principal and each nontenured supervisor. The first conference will be held during the month of December. The second conference will be held during the month of March. Summaries of these conferences will be forwarded to the superintendent with a copy to the supervisor.

The superintendent, high school principal and middle school principal will jointly meet with each supervisor prior to April 1 of a given school year to discuss strengths and areas of concern with that supervisor.

## **ARTICLE XII**

### **MISCELLANEOUS PROVISIONS**

- A. This Agreement constitutes Board Policy for the term of said Agreement. All parties represented by the Board and the Association shall carry out the commitments contained herein.

- B. If any provision of this Agreement or any application of this Agreement to any Member(s) 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.
- C. The Board and the Association agree that there shall be no discrimination in the application of this Agreement on the basis of race, creed, color, religion, national origin, gender, domicile, age, sexual orientation, ancestry or marital status.
- D. Copies of this Agreement shall be provided, at the expense of the Board, within (30) days after the Agreement is signed and presented to the President of the Association.
- E. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to the respective committee chairperson, in care of the Board of Education's administrative offices.

ARTICLE XIII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

MAHWAH ASSOCIATION OF SUPERVISORS

Attest

_____ Secretary	_____ Date	_____ President	_____ Date
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MAHWAH TOWNSHIP BOARD OF EDUCATION

Attest

_____ Secretary	_____ Date	_____ President	_____ Date
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MAHWAH ASSOCIATION OF SUPERVISORS

AGREEMENT FOR THE PERIOD JULY 1, 2002 - JUNE 30, 2005

APPENDIX A

	2001-02	2002-03	2003-04	2004-05
Supervisor of 3-12 World Languages and 6-12 English as a Second Language	77,765	81,870	87,939	94,390
Supervisor of 6-12 Science, 9-12 Industrial Arts and 9-12 Family & Consumer Science	86,000	89,010	92,570	96,272
Supervisor of 6-12 Language Arts		87,000	90,695	94,390
Supervisor of 6-12 Mathematics and 9-12 Business		87,000	90,695	94,390
Supervisor of 6-12 Social Studies, 9-12 Music, and 9-12 Fine Arts	107,616	110,844 2,000 credit for courses 112,844	116,299	119,787
Supervisor of 6-12 Special Education	76,117	81,870	87,938	94,390

Salary range for new supervisors hired in 2002-2003                    \$81,651 to \$112,844

Salary range for new supervisors for 2003-2004                         \$87,339 to \$116,299

Salary range for new supervisors for 2004-2005                         \$94,390 to \$119,787