

2487

AGREEMENT

Regarding

THE TERMS AND CONDITIONS OF EMPLOYMENT

Between

THE BOARD OF EDUCATION

and

THE MAHWAH EDUCATION ASSOCIATION, INC.

of the

MAHWAH TOWNSHIP PUBLIC SCHOOLS

of

MAHWAH, NEW JERSEY

July 1, 1995 to June 30, 1997

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4/16/94

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TABLE OF CONTENTS

PART I

APPLICABLE TO THE ASSOCIATION AND TO ALL UNIT MEMBERS

ARTICLE

I	Recognition . . . . .	1
II	Negotiation Procedure . . . . .	1
III	Grievance Procedure . . . . .	2
IV	Association Rights and Privileges . . . . .	5
V	Board Rights and Responsibilities . . . . .	6
VI	Sick Leave . . . . .	7
VII	Temporary Leaves of Absence . . . . .	9
VIII	Extended Leaves of Absence . . . . .	10
IX	Insurance Protection . . . . .	12
X	Deduction From Salary . . . . .	14
XI	Agency Fee . . . . .	14
XII	Miscellaneous Provisions . . . . .	16

PART II

APPLICABLE TO TEACHERS

ARTICLE

XIII	Teacher Rights . . . . .	17
XIV	Teacher Work Day, Work Year & Teaching Load . . . . .	17
XV	Non-teaching Duties . . . . .	20
XVI	Teachers' Salaries . . . . .	21
XVII	Teacher Assignments . . . . .	21
XVIII	Voluntary Transfers & Assignments-Teachers . . . . .	22
XIX	Involuntary Transfers & Reassignments-Teachers . . . . .	22
XX	Teacher Facilities . . . . .	23
XXI	Professional Development & Educational Improvement . . . . .	23
XXII	Sabbatical Leaves . . . . .	24
XXIII	Supervision and Evaluation Procedures . . . . .	26

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4/18/94

4-18-94  
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PART III

APPLICABLE TO SECRETARIES

ARTICLE

XXIV	General Conditions of Employment	31
XXV	Professional Growth-Secretaries	33
XXVI	Salaries-Secretaries	34
XXVII	Level Placement-Secretaries	34

PART IV

APPLICABLE TO CUSTODIANS

ARTICLE

XXVIII	Custodian and Maintenance Workers' Rights	35
XXIX	Salary, Compensation and Hours of Work - Custodians and Maintenance Workers	36
XXX	Transfer and Reassignment - Custodians and Maintenance Workers	37
XXXI	Vacancies and New Positions - Custodians and Maintenance Workers	38
XXXII	Fair Dismissal Procedure - Custodians and Maintenance Workers	38
XXXIII	Custodial and Maintenance Worker Employee Improvement - Custodian and Maintenance Workers	38
XXXIV	Holiday Schedule - Custodial and Maintenance Workers	39
XXXV	Vacation Schedule - Custodial and Maintenance Workers	39
XXXVI	Supervision and Evaluation Procedures	40
XXXVII	Duration of Agreement	40
	Schedule A - Teachers' Salary Schedule Legend	41
	Schedule A-1 - Teachers' Salary Guide 1995-96	44
	Schedule A-2 - Teachers' Salary Guide 1996-97	45
	Schedule C - Secretaries' Salary Guides	46
	Schedule D - Maintenance Salary Guides	48
	Schedule D - Custodial Salary Guides	48
	Athletics - Coaches	49
	Athletic - Other	51
	Extra-Curricular	52
	Summer School	54
	Safety Town	54
	Custodial/Maintenance Stipends	55
	Bus/Van Drivers' Salary Guide	55
	Aides Salary Guide	56
	Basic Skills Teachers' Salary Guide	57
	Music & Drama	58
	Appendix I - Instructional Observation	59
	Appendix II- Annual Written Performance Report	61

1/18/94

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PART I

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Mahwah Education Association as the majority representative for all teachers, nurses, secretarial personnel, custodial/maintenance employees, aides and drivers employed by the Board, except the following:

Superintendent  
Assistant Superintendent  
Director of Instruction  
Principals  
Vice Principals  
Coordinators and Supervisors  
Supervisor of Buildings and Grounds  
Business Administrator  
Secretary to the Superintendent  
Secretary to the Assistant Superintendent  
Secretary to the Business Administrator  
Transportation Coordinator  
Department Chairpersons  
Director of Special Education and District Testing

- B. Unless otherwise indicated, the terms "employees", when used in the Agreement shall refer to all employees represented by the Association in the bargaining unit.

ARTICLE II

NEGOTIATION PROCEDURE

- A. Negotiations shall begin in accordance with the rules and regulations of the Public Employment Relations Commission in the calendar year preceding the calendar year in which this Agreement expires. Any agreement reached will be reduced to writing and signed by representatives of the Board and the Association. Such agreement will be subject to ratification by the majority vote of the full Board of Education and by the Association.

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ARTICLE III

GRIEVANCE PROCEDURE

A. PURPOSE:

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 welfare or working conditions of the unit members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. DEFINITIONS:

1. GRIEVANCE--A "grievance" is a claim based upon an event or condition which affects the working conditions, salary or condition of employment; however, a decision not to re-employ a nontenured teacher shall not be considered a grievance.
2. AGGRIEVED PERSON--An "aggrieved person" is the person or persons making the claim and/or his/her representative.
3. CALENDAR DAYS--All time limits in the procedure are determined by "calendar days."

C. GENERAL PROVISIONS:

1. Any individual member of the unit shall have the right to appeal the interpretation, application or violation of policies, agreements or administrative decisions affecting him/her through the procedures outlined below.
2. With respect to his/her grievance, the aggrieved person shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. The aggrieved person shall have the right to representation of his/her own choosing at the Superintendent's level and above in the procedure, after first having discussed the grievance with his/her department chairperson, if relevant, and then his/her principal.
4. The aggrieved person and/or his/her representative shall have access to all written records within his/her own personnel folder.

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ARTICLE III - Continued

D. PROCEDURES:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made by both parties to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. If the aggrieved person fails to meet the allotted time limits, then the grievance shall be deemed to be settled according to the status quo and no further objections shall be raised by the aggrieved party regarding the alleged grievance condition.
3. If the party appealed to, for determination of the grievance in Levels I, II or III below, fails to respond within the specified time limits as described in this Agreement, then the grievance shall be deemed moved to the next level.

LEVEL I

- A. The aggrieved person shall initially present his/her claim to his/her immediate superior (Supervisor or Building Principal) with the objective of resolving the grievance informally through discussion.
- B. If, after the discussion, the matter is not resolved to the satisfaction of the aggrieved person, he/she shall present his/her grievance in writing to his/her Principal or Supervisor within thirty (30) calendar days of the occurrence upon which it is based. A grievance shall be deemed waived and barred and outside of the jurisdiction of an arbitrator if it is not presented in writing within thirty (30) days from the time of the occurrence, or the grievant should have been aware of the occurrence.
- C. The immediate superior shall communicate his/her decision to the aggrieved person in writing within fourteen (14) calendar days of receipt of the formal grievance.

LEVEL II

- A. In the event that the grievance remains unresolved, or is not resolved to the satisfaction of the aggrieved person, he/she may, within ten (10) calendar days, submit the grievance and the decision of his/her immediate superior, in writing, to the Superintendent of Schools.

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ARTICLE III - Continued

- B. The Superintendent shall, within five (5) calendar days of the grievance, fix a time and place for a meeting with the aggrieved person. Said meeting is to take place no later than fifteen (15) calendar days after receipt of the grievance.
- C. The Superintendent shall present his/her written determination of the aggrieved person within ten (10) calendar days from said meeting date.

LEVEL III

- A. In the event that the grievance is not resolved to the satisfaction of the aggrieved at either of the previous levels, he/she may, within seven (7) calendar days, submit his/her grievance to the Board of Education.
- B. The Board shall take such steps as it deems necessary and desirable to effect an equitable determination of the grievance. Such steps shall provide an opportunity for the aggrieved person and the concerned administrator to be heard at a closed meeting. The Board will make known to the aggrieved person its decision, in writing, within twenty-one (21) days of receipt of the grievance.

LEVEL IV

- A. In the event that the procedures of Level III have been exhausted and the parties are unable to resolve the grievance, the grievance may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the Public Employment Relations Commission within thirty (30) days of receipt of the Board's decision. The parties further agree to accept the arbitrator's award as final and binding upon them.
- B. An arbitrator will be selected in accordance with PERC rules.
- C. The date of the hearing is to be fixed by the arbitrator after discussion with the Tribunal Administrator who has consulted with the parties on the question.
- D. The arbitrator has thirty (30) days from the hearing in which to render his/her award. The parties will not communicate directly with the arbitrator except when both sides are present.
- E. The award shall dispose of the controversy finally and conclusively. It shall be accompanied by an opinion discussing the evidence and setting forth the reasoning of the arbitrator.
- F. The cost of the service of the arbitrator will be borne equally by the Board of Education and the M.E.A. Any time limits or deadline concerning the Agreement may be postponed by mutual written agreement.

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## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee 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. Representatives of parent organizations (e.g., the New Jersey Education Association and the National Education Association) may transact business on school property with the approval of the Superintendent. Approval shall not be unreasonably withheld. Such transactions shall not interfere with or interrupt normal school operations.
- C. The Association shall pay for the actual cost of all materials and supplies incident to its use.
- D. All opening of school orientation programs for new teachers shall be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be actually agreed upon during planning of such programs.
- E. The Board shall provide a total of twelve (12) days per school year of released time for the Mahwah Education Association president, officers, and committee persons to perform functions as Association representatives. Of the twelve (12) days, the president shall take no more than five (5) days of released time and each other officer or committee member shall take no more than three (3) days per person. The person applying for said leave shall notify his/her immediate superior two (2) days in advance and shall be granted released time as set forth in this Article.
- F. At least thirty (30) days prior to any official Board action which will cause a reduction in force of covered employees to occur, the Board shall notify the Association, in writing, of said impending action. The Association shall have the right, within the notification period and prior to said official action by the Board, to make its views known, in writing, to the Board.
- G. Each building administrator shall, upon the request of the Association committee or the principal, meet with a building committee of his/her staff appointed by the Association to review and recommend practices on student discipline in that school building. Said meeting shall be scheduled within fifteen (15) days of the initial request. All recommended practices shall be consistent with the policy of the Mahwah Public Schools.

In the event there is a disagreement concerning any of the practices on discipline between the building administrator and the committee, each may present its position to the Superintendent whose decision on the matter shall be final.

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ARTICLE IV - Continued

- H. 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 process any grievance or complaint.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

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;
- B. to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, discharge or take other disciplinary action against employees as permitted under Title 18A;
- C. to relieve employees from duty as defined under Title 18A;
- D. to maintain the efficiency of the school district operations entrusted to them;
- E. to determine the general policy by which such operations are to be conducted; and
- F. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

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 and

- A. the terms and conditions of employment;
- B. rates of pay, hours of work and other conditions of employment.

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ARTICLE V - Continued

It shall be clearly understood by both parties that the salary schedules (e.g., designated as Schedule A included in the Agreement) do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all employment, adjustment and merit increments. 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" as agreed to and adopted by both parties.
2. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
3. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his/her own behalf before the Board. Such a meeting before the Board shall not constitute a plenary 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 employee concerned.

NOTE: Reference to this Article will be made on Schedule A.

ARTICLE VI

SICK LEAVE

- A. All twelve (12) month employees shall be entitled to twelve (12) sick leave days per year with pay, and all ten (10) month employees shall be entitled to ten (10) sick leave days per year with pay. These days will be available for the employees' use as of the first official day of the work day of the work year, whether or not they 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 employee will receive, within forty-five (45) calendar days of the opening of school, a written notice of his/her total unused vacation and accumulated sick days.

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ARTICLE VI - Continued

- B. In the event of illness, employees who have exhausted their sick leave may be paid their regular salary, which may 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.
- C. Employees terminating their contract with the school district will be reimbursed at the rate of 60 % (computed on the basis of 200 days per year) of their final 12 month's per diem salary according to the following:
  - 1. Any employee 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 60 % 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.
  - 2. Any employee 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 60% provided they were employed prior to June 30, 1992.
  - 3. Anyone who becomes employed subsequent to June 30, 1992 is eligible to receive compensation for unused sick leave at the rate of 60% up to a maximum of 120 days. Eligibility will begin with the 4th year of continuous service.
  - 4. 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 of 1993-94 and 1994-95. In the event an employee uses more than their annual allotment subsequent to the 1993-94 contract year, the accumulation number for payout purposes will be reduced accordingly.
  - 5. Payment of this severance money shall be made in two equal payments over two school fiscal years, effective with the first year that the unit member leaves the district.
- D. In the event of the death of an employee, prior to severance and collection of this payment, said payment shall be made to the estate of said employee: Provided, however, that this estate payment shall only apply to employees with ten (10) or more years of service in Mahwah, and further provided that application for said payment be made to the Board of Education within twelve (12) months next following the death of said employee.
- E. In addition, employees retiring on or before June 30, 1995, will be given the opportunity of continuing coverage under the dental and prescription insurance provided herein at their own expense until they reach the age of sixty-five (65).

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ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary noncumulative leave of absence with full pay each school year.
1. Four (4) days' leave of absence for personal, legal, business, household or family matters which require absence during work days. Application to the employee's principal or other immediate supervisor for temporary leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave. Such leave days shall be discouraged from being taken as an extension to a holiday or vacation period.
  2. Time necessary for appearance, as required by legal process, in any legal proceedings connected with the teacher's employment or with the school system.
  3. Time necessary for jury duty, less any salary compensation received from that jury duty.
  4. Up to three (3) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature at the discretion of the Superintendent. Following such a conference and/or visiting other schools, a written report is to be submitted to the principal. The length of the report is not required to be made more than one page typed doubled spaced.
  5. Up to a total of three (3) person days for official representatives of the Association to attend conferences and conventions of state and national affiliated organizations with a week's prior notice to the Superintendent or his/her representative.
  6. Up to five (5) school days at the end of the school year, (for teachers only) as may be required to attend summer school classes and/or to travel to the place where such classes are to be held at the discretion of the Superintendent. This leave may be extended in the case of scholarships, grants, fellowships or similar matters at the discretion of the Superintendent.
  7.
    - a. Up to four (4) work days at any one time for the death of an employee's spouse, child, parent, or grandchild.
    - b. Up to two (2) work days in the event of death of brother, sister, parents-in-law, brothers- and sisters-in-law, or grandparents.

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ARTICLE VII - Continued

- c. One day for the death of other family members.
- 8. Other leaves of absence with pay may be granted by the Superintendent, with Board approval, for good reason.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence for up to two (2) years without pay may be granted at the Board's discretion to a tenured teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either such programs, or accepts a scholarship or fellowship.
- B. A leave of absence without pay for up to one year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Immediate family shall be defined as the employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, or grandchild.
- C. Other leaves of absence without pay may be granted by the Board for good reason.
- D. All benefits to which a secretarial or custodial employee was entitled at the time of his/her leave of absence and which remain unchanged in any successor Agreement shall be restored upon his/her return, except the right to assignment to the same position which was vacated by his/her leave.
- E. DISABILITY/CHILD CARE LEAVE

Any unit member having advance knowledge of a forthcoming period of 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.

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ARTICLE VIII - Continued

A unit 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 unit member.

Any employee 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 teacher 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. Reinstatements will normally commence at the beginning of any given school year.

- F. 1. Upon return from leave granted pursuant to Section A of this Article, a teacher will not receive seniority credit during the leave. Placement on the salary guide will be at that step where the teacher was at the commencement of the leave, unless he/she completed five (5) months and one (1) day of service of a school year in which case the teacher shall receive credit as if he/she had worked for the full year.

A teacher shall not receive increment credit for leave spent on a leave granted pursuant to B.,C.,D., of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which an employee was entitled at the time this leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

- G. All extension or renewals of leaves shall be applied for and answered in writing if granted or denied.

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ARTICLE IX

INSURANCE PROTECTION

- A. The Board shall provide health care insurance protection under the New Jersey State Health Benefits Plan. The Board shall pay the full premium for each employee and his/her dependents under this plan.
- B. For each teacher 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 first and ending August 31.

Premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

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

The Board of Education, and/or its representatives, assumes no responsibility either expressed or implied or otherwise for the performance, errors, omissions or representations the company may make to the unit or a unit member with reference to the plan.

- D. The Board shall provide a \$2,000 Term Life Insurance policy for each teacher and secretary, and a \$5,000 Term Life Insurance policy, with double indemnity, for each custodial/maintenance employee.
- E. For the duration of this agreement, the Board shall pay the full premium for a dental plan for each employee and his/her dependents.
- F. All personnel will be given a Mantoux Test by the school nurse, as required by law. If an employee shows a positive reaction, he/she will be required to have a chest X-ray. An employee having a positive tuberculin reaction, followed by a negative chest X-ray, shall be required to have a physical examination each year prior to December first, stating that the employee is free of contagion. The cost of the required X-ray or physical examination will be borne by the Board of Education.
- G. The Board shall pay the full premium for a twelve (\$12.00) dollar co-pay prescription plan for each employee and his/her dependents. (\$6 for generic drugs.) There will be a \$900.00 cap for prescription drugs for individual or family coverage per year. This change is to occur no less than one (1) month after receiving retroactive wages.

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ARTICLE IX - Continued

- H. The Board shall make payment of insurance premium to provide insurance coverage for the full twelve (12) month period, commencing each July 1st.
- I. Effective on the first day of the month which is more than forty-five (45) days after final ratification of this Agreement, there shall be a voluntary health insurance waiver plan for employees eligible to receive family or husband-wife coverage.
1. Each year, the Board shall provide appropriate forms to all employees covered by family or husband-wife coverage. Said form will contain a final return date.
  2. Employees who voluntarily elect to waive coverage shall be entitled to receive fifty (50%) percent of the premium cost of the waived insurance.
  3. Payment of the monies in 2. above shall be made by separate check on the last workday of the school year in which the insurance coverage is not in effect.
  4. Employees must waive such insurance for a full year (July 1st through June 30th) to be eligible for said payment. Notification must be given to the Business Office no later than April 1.
  5. Employees who have no other comprehensive family or husband-wife insurance shall not be permitted to waive coverage.
  6. An employee who waives coverage may re-enroll for the next year during the open enrollment period.
  7. Any employee who initially waives coverage and then needs to re-enroll shall:
    - a. Notify the business office immediately.
    - b. The business office will arrange for coverage with the current carrier.
    - c. If the current plan does not accept the person, the district will find a comparable plan and pay the premium up to the current amount paid for employees in the plan. Additional costs above the current cost incurred will be the responsibility of the employee.
    - d. The employee will be re-enrolled in the district's plan at the first permissible date.

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ARTICLE IX - Continued

- e. An employee who re-enrolls (either in the district plan or who is reimbursed in the open enrollment plan) will receive no incentive for that year.
8. The parties agree that all of the terms of this article shall be in effect through April 1, 1997, but shall expire at that time unless both parties indicate, in writing, their willingness to continue these provisions. In the absence of such a written indication, these provisions shall become null and void.

ARTICLE X

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for the Mahwah Education Association, the Bergen County Association, the New Jersey Education Association and the National Education Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.

ARTICLE XI

AGENCY FEE

A. Purpose of Fee

If an eligible employee 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 the membership year. The representation fee to be paid by non-members will be 85% of dues and assessments charged to members of the Association.

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ARTICLE XI - Continued

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any eligible employee 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 eligible employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the eligible employee begins his or her employment in a bargaining unit position. Agency fee deductions begin the second half of the school year.

D. Termination of Employment

If an eligible employee who is required to pay a representation fee terminates his/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 eligible employee 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. Indemnification

The Association will indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

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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 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.
- C. The Board and the Association agree that there shall be no discrimination in the application of this agreement in accordance with any/all federal, state and local laws or ordinances.
- D. Copies of this agreement shall be printed at the expense of the Mahwah Education Association within thirty (30) days after the Agreement is signed. Fifty (50) copies shall be presented to the President of the Board of Education.
- E. 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 registered letter at the following addresses:
- |    |                                       |  |
|----|---------------------------------------|--|
| 1. | If by Association<br>to the Board at: | Administrative Offices<br>60 Ridge Road<br>Mahwah, New Jersey 07430-2094                           |
| 2. | If by Board<br>to the Association at: | Mahwah Education Association<br>c/o The President<br>34 Beveridge Road<br>Mahwah, New Jersey 07430 |
- F. A copy of the annual audit report for the Mahwah district budget shall be made available to the President of the M.E.A. at the time of its public release each year and no later than December 15.
- G. Mail addressed to any employee shall not be opened by any person except the addressee.
- H. Where employees drive their own cars on school authorized business by the Superintendent or his designee, they shall be compensated at the current rate approved by the IRS for deduction of business travel expenses.

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PART II

ARTICLE XIII

TEACHER RIGHTS

- A. No tenured teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. "Just cause" shall be understood to mean a violation of this Agreement, administrative directives and/or Board policy or of the laws New Jersey or of the federal government. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- B. Whenever any teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative present to advise him/her and represent him/her during such meeting or interview.
- C. No teacher shall be deprived of any existing rights, privileges, or benefits, under Board Policy, except as provided for in this contract.
- D. When a non-tenured teacher is dismissed by the Board, he/she may request, within ten (10) days of the dismissal, and be granted a hearing before the Superintendent of Schools.

ARTICLE XIV

TEACHER WORK DAY, WORK YEAR, AND TEACHING LOAD

A. TEACHING HOURS

The Board and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above and beyond contract requirements.

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ARTICLE XIV - Continued

B. Beginning with the 1995-96 school year, teachers will be required to be present at least 15 minutes before the start of the student day and 15 minutes after the close of the student day, unless other arrangements are made, equaling a total of 30 minutes. Within the confines of the existing work day, pupil contact time will be extended by 30 minutes.

C. TEACHER WORK YEAR

The teacher's work year shall consist of not less than 180 school days as required by law. The work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend additional days of orientation) shall not exceed one hundred eighty-five (185) days if required. The work year shall include days when pupils are in attendance, orientation days, and any other day on which the teacher's attendance is required. The last two days of school in grades K-5 will be three (3) hours instruction, one-half (1/2) hour lunch and one (1) hour instruction if transportation can be arranged. Otherwise, they will be two (2) single session four-hour days. Teachers may leave forty-five (45) minutes after the instructional day ends on these four-hour sessions.

D. TEACHING LOAD

Teachers are expected to devote to their assignments the time necessary to meet their responsibilities. They shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "Sign In and Sign Out" roster, or in any other manner recommended by the staff and approved by the principal.

E. No teacher is required to work beyond the regular work day or work year, as stipulated in this Agreement, without compensation.

F. Preparing lesson plans, report cards, constructing tests, correcting tests, offering remedial help, counseling with students and parents and other work directly related to his/her classroom teaching shall be considered to be part of the teacher's contractual duties, and no additional compensation shall be provided for these activities.

G. The non-teaching duties of teachers are stipulated in Article XV.

H. Unit member participation in the extra service schedules, i.e. those which meet after the close of the pupils' school day, shall be compensated according to the rate of pay in the attached schedules.

I. High school and middle school staff will operate on the basis of an eight period day, forty-four (44) minutes per period, effective in September, 1995.

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ARTICLE XIV - Continued

The maximum weekly teaching load at the high school shall be twenty-five (25) teaching periods and shall not exceed thirty (30) forty-four (44) minute periods of pupil contact per week. The maximum weekly teaching load at the high school for English teachers shall be twenty (20) teaching periods and shall not exceed twenty-five (25) forty-four (44) minute periods of pupil contact per week.

Any teacher in the high school who consents and is assigned to teach one extra period each day shall be compensated at the rate of 1/12th of the annual contracted salary. If this additional assignment is less than five periods per week, the extra compensation shall be prorated.

- J. The weekly teaching load in the elementary schools shall not exceed twenty-five (25) hours of pupil contact per week.
- K. Teachers shall have a daily duty-free lunch period of at least forty-five (45) minutes at the elementary level (K-5).
- L. Where administratively possible, high school teachers shall not be required to teach classes requiring more than two preparations per day.
- M. Where administratively possible, teachers shall not be required to change their teaching stations more than two (2) times during the school day.
- N. SHORT-TERM ASSIGNMENTS

Teachers may be required to perform short-term assignments if necessity demands. Short-term assignments shall be equitably distributed. The aggregate number of days the teaching staff of a K-5 building may perform bus duty will not exceed three (3) times the number of full-time certificated staff members within that building. In the event these days are exceeded, the staff member will then be compensated at the current highest hourly rate paid to aides (prorated).

- O. EVENING MEETINGS

Teachers may be required to return to school not more than three evenings during the school year. Teachers will make a reasonable effort to counsel with parents.

- P. AFTER SCHOOL MEETINGS

Teachers may not, after the first year of experience in Mahwah, be required to remain after school for longer than three-quarters (3/4) hour in addition to the regular work day to attend an educational meeting one day a week. Wednesdays are to be reserved for such staff meetings.

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ARTICLE XIV - Continued

The maximum weekly teaching load at the high school shall be twenty-five (25) teaching periods and shall not exceed thirty (30) forty-four (44) minute periods of pupil contact per week. The maximum weekly teaching load at the high school for English teachers shall be twenty (20) teaching periods and shall not exceed twenty-five (25) forty-four (44) minute periods of pupil contact per week.

Any teacher in the high school who consents and is assigned to teach one extra period each day shall be compensated at the rate of 1/12th of the annual contracted salary. If this additional assignment is less than five periods per week, the extra compensation shall be prorated.

- J. The weekly teaching load in the elementary schools shall not exceed twenty-seven and one-half (27 1/2) hours of pupil contact per week.
- K. Teachers shall have a daily duty-free lunch period of at least forty-five (45) minutes at the elementary level (K-5).
- L. Where administratively possible, high school teachers shall not be required to teach classes requiring more than two preparations per day.
- M. Where administratively possible, teachers shall not be required to change their teaching stations more than two (2) times during the school day.
- N. SHORT-TERM ASSIGNMENTS

Teachers may be required to perform short-term assignments if necessity demands. Short-term assignments shall be equitably distributed. The aggregate number of days the teaching staff of a K-5 building may perform bus duty will not exceed three (3) times the number of full-time certificated staff members within that building. In the event these days are exceeded, the staff member will then be compensated at the current highest hourly rate paid to aides (prorated).

- O. EVENING MEETINGS

Teachers may be required to return to school not more than three evenings during the school year. Teachers will make a reasonable effort to counsel with parents.

- P. AFTER SCHOOL MEETINGS

Teachers may not, after the first year of experience in Mahwah, be required to remain after school for longer than three-quarters (3/4) hour in addition to the regular work day to attend an educational meeting one day a week. Wednesdays are to be reserved for such staff meetings.

ARTICLE XIV - Continued

Q. All teachers shall have released time during regular school days to have administratively scheduled conferences with parents. Four and one-half hour school sessions or substitutes may be used to free teachers for these conferences. On the K-5 level, conference days will include four hours of instruction and one-half hour lunch. The school calendar shall designate the days and hours of the conferences. In any event, the school day for the teacher shall not exceed the total number of hours as designated in Section B. of this Article.

R. Exceptions to the provisions of Article XIV may be made in cases of emergency with the consent of the teacher and of the school principal. Such an agreement shall be reduced to writing and signed by the teacher and his/her principal.

Copies of this agreement shall be sent to the Superintendent and to the M.E.A. President.

S. Classroom teachers will not be required to score standardized tests or state mandated tests which are designed for machine scoring.

The teacher's responsibility is in the administration and evaluation of all tests, both standardized and teacher-made.

T. All teachers shall have at least five (5) periods per week free from pupil contact. The administration shall make a concerted effort to schedule one (1) period each day free from pupil contact. This period shall be used for professional purposes by the teacher. A reasonable amount of time shall be included in the above period for the teacher to take care of his/her personal needs. Any teacher who abuses this section shall be warned by the principal. Continued abuse of this section after warnings may result in the withholding of the teacher's increment.

U. In an emergency (when the administration has tried to employ a substitute but has been unsuccessful) a teacher may be assigned to cover one or more periods at the rate of twenty (\$20.00) dollars per period.

ARTICLE XV

NON-TEACHING DUTIES

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. The Board and the Association recognize that teacher aides are useful and necessary to implement this principle. However, teachers may be required to perform some non-teaching duties in the conduct of school business.

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ARTICLE XVI

TEACHERS SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in schedules which are attached hereto and made a part hereof.
- B.
  - 1. Teachers employed on a ten (10) month basis shall be paid in equal installments on dates to be determined through negotiation between the M.E.A. and a Board representative.
  - 2. 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.
  - 3. Teachers shall receive their final checks when they have been checked out by the building principal and/or appropriate supervisor and have fulfilled their required obligations to the school district.
- C. In September, employees will be paid on the first Friday school is in session. All other paychecks will be distributed, as in the past, twice a month.

ARTICLE XVII

TEACHER ASSIGNMENTS

Except as this Agreement shall otherwise provide, the assignment of personnel shall be made at the Board's sole discretion on the basis of the best interests of the school system and the maximum utilization of the abilities of all personnel.

All teachers shall be given notice of their class and/or subject assignment, extra-duty assignments and coaching assignments for the forthcoming year by June 15 of the present year. Subsequent changes are at the option of the principal after consultation with the teacher.

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 15, the teacher affected shall be notified promptly.

Supervisors or principals shall consult with teachers for their recommendations on all schedules that affect their schools.

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ARTICLE XVIII

VOLUNTARY TRANSFER AND REASSIGNMENT-TEACHERS

- A. A teacher may apply for any vacant position at any time. Vacancies will be posted in the Education Center and mailed to the M.E.A. as they occur. During July and August, the M.E.A. president or his/her designee shall be notified immediately of any vacancies. All applications should be in writing and addressed to the Superintendent of Schools. The application will be considered with other candidate applications for the position.
- B. If a position is filled by transferring a member of the staff, approval of the transfer is to be sought by the transferring party from the administrator whose jurisdiction the staff member is vacating as well as approval and recommendation from the administrator who is filling the position. Final approval is subject to the Superintendent's recommendation and Board action.

ARTICLE XIX

INVOLUNTARY TRANSFERS AND REASSIGNMENTS-TEACHERS

- A. No teacher shall be transferred or reassigned unless he/she has had a formal opportunity to discuss a possible transfer or reassignment with his/her immediate supervisor prior to an administrative decision. Reasons for the transfer or reassignment that has to be made because of an emergency after school closes in June may be considered as undesirable for the teacher. However, in such a situation, the teacher shall be contacted immediately, and if the teacher objects to the transfer or reassignment, he/she shall have the right to a hearing with the Superintendent if he/she so desires.

Assignments made after August 15 shall allow the teacher the same rights as stated previously. An aide and/or substitute may be employed to assist the teacher for the first two (2) weeks of school. If the Board elects to employ an aide or substitute, this assistance will allow compensatory time and assistance for the teacher to make the necessary preparations and changes to his/her new assignment.

- B. In the event that a teacher objects to involuntary transfer and reassignment, he/she shall be entitled to meet with his/her building principal and/or the Superintendent and shall be entitled to have a representative of the Association present at that meeting.

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ARTICLE XX

TEACHER FACILITIES

- A. Every reasonable attempt shall be made to provide adequate equipment and supplies to every teacher in the school system.
- B. Each school shall have a clean, private restroom for teachers, maintained by the custodial staff. All faculty restrooms shall be equipped with functioning exhaust fans.
- C. Teachers shall have a clean, private dining room/lounge area which is separate from the student cafeteria in which to eat lunch.
- D. The Board agrees to work toward the goal of establishing the following facilities for each school wherever feasible:
  - 1. A teacher work area containing adequate equipment to aid in the preparation of instructional materials;
  - 2. Desk, book storage, and filing cabinet space for use by each teacher.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and material, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff, responsibility for the upgrading and updating of teacher performance and attitudes.

The Board, the Administration and the Association support this principle of continuing training of teachers and the improvement of instruction. A formal in-service staff development program will be developed and implemented in the 1995-96 school year.

- B. The Board agrees to pay the full cost of tuition, fees, mileage expenses at the current rate per mile approved by the IRS for deduction of business travel expenses, and lodging on work incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take outside the district, subject to the initial approval of the Superintendent.

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ARTICLE XXII

SABBATICAL LEAVES

Effective 1995-97, there shall be a freeze on applications for school-year sabbaticals for the duration of this Agreement.

Sabbatical leaves shall be granted to professional staff members of the Mahwah Public Schools under the following conditions:

1. Sabbatical leaves shall be granted to professional staff members who have served in the Mahwah Public Schools at least seven (7) full academic years and who successfully meet the application requirements.
2. Additional sabbatical leaves for a professional staff member will be considered by the Board after at least seven additional full academic years' service from the end of the last sabbatical leave have been completed. For the purposes of this Article, years of service shall equal actual years of service in the Mahwah Schools minus seven (7) times the number of sabbaticals taken.
3. Sabbatical leaves may be granted to a professional staff member for formal study; and for travel and research and writing if the travel and/or research and writing can be demonstrated as strengthening the professional expertise of the staff member for his/her given position.
4. Before the Superintendent recommends final approval of a sabbatical leave to the Board, the applicant is required to file with the Superintendent a detailed sabbatical leave plan. This plan will include a complete statement of aims and objectives demonstrating how this leave will improve the performance of the applicant and the procedures, courses, travel plans, etc., whereby these objectives are to be achieved. A statement of graduate level candidacy acceptance into the course of academic study to be pursued by the applicant, from the academic institution where the sabbatical leave will be taken, shall be included where the sabbatical is for formal study. Undergraduate work may be accepted as part of this plan. Where a major in undergraduate course work occurs, the applicant must take this work in his/her current teaching field of specialization and/or a field in which he/she holds a New Jersey teaching certificate. Travel plans should be appropriate to the candidate's position.
5. Sabbatical leave shall be granted for a full year at three quarters (3/4) of the applicant's scheduled rate of pay for the sabbatical year.
6. Preliminary requests, filed no later than December first, shall include only the applicant's statement of serious intention to take a sabbatical leave the following year. The Superintendent will confer with the applicant on his/her tentative plans for the sabbatical leave.

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ARTICLE XXII - Continued

7. Finalized sabbatical leave plans should be submitted to the Superintendent before April first, with final Board action coming at the April meeting at the recommendation of the Superintendent.
8. Included in the finalized sabbatical leave plans recommended to the Board by the Superintendent shall be two copies of an agreement between the grantee and the Mahwah Public Schools for the grantee to serve the school district at least one academic year upon completion of the sabbatical leave. The two agreement copies, signed by the grantee, will be signed by the Board's President and Secretary upon Board approval, with each part getting a copy of the agreement. The grantee shall further promise in this written agreement that should he/she not return to the Mahwah Public Schools the year following his/her sabbatical leave except in the case of death, pregnancy or serious illness, he/she shall repay the Mahwah Public Schools the entire amount of the monies paid to him/her from the Mahwah Public Schools during his/her sabbatical leave. This amount shall be repaid within three (3) years from the date of his/her expected return to the Mahwah Public Schools. The teacher may be released from this obligation at the discretion of the Board.
9. The teacher shall be granted credit of any experience year or the sabbatical year on the salary guide in effect upon the staff member's return to active work. He/she shall be assigned to the same position which he/she held at the time his/her sabbatical leave commenced, if available, or if not, to a substantially equivalent position.
10. Commencing with the 1988-89 school year, one (1) certified staff member shall be on sabbatical leave during any school year.
11. All Sabbatical leave proposals shall be submitted to the Superintendent for approval. To assist in this function, a Sabbatical Advisory Committee shall be established. This committee shall consist of equal numbers of teachers appointed by the Association and administrators appointed by the Superintendent. The teacher members shall be selected for one year at a time and shall consist of teachers who have been on a sabbatical or who have seven (7) or more years in the system. Teachers currently interested in sabbatical leaves shall be ineligible.

The Sabbatical Advisory Committee shall make recommendations to the Superintendent using the following criteria:

- a. The anticipated benefit to the teacher to the extent that such leave will strengthen his/her expertise in his/her given position.
- b. The anticipated benefits to the students to whom this teacher relates.

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ARTICLE XXII - Continued

- c. If the Committee determines that the proposals are equal, seniority will prevail.
- d. In the event that an applicant's proposal does not meet the requirements as set forth in the criteria numbered 1 and 2 of this paragraph, he/she shall be given the opportunity to revise his/her proposal with the recommendation of the Advisory Committee in order to fulfill the above mentioned criteria.
- e. In all cases, the Superintendent shall make final recommendations to the Board.

ARTICLE XXIII

SUPERVISION AND EVALUATION PROCEDURES

A. General Provisions

Application of this Article. The procedures for Supervision and Evaluation herein set forth shall apply to the members of the professional staff of the Mahwah School district (hereinafter called Teachers).

B. The Pre-observation Conferences

1. Prior to any observation required by this Article, the teacher and/or the supervisor may request a Pre-observation Conference, the purpose of which is for both parties to become aware of the nature of the teaching-learning situation to be observed and evaluated.
2. The teacher shall be responsible for making the supervisor aware of what the teacher is planning to teach. The teacher shall not be required to provide written lesson plans at the Pre-observation Conference.
3. The Pre-observation Conference shall be scheduled during the regular school day.

C. Observations

1. Each teacher is to be observed in the performance of his/her regularly assigned duties by a supervisor at least twice each school year.
2. The teacher shall have his/her lesson plans available for the supervisor.

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ARTICLE XXIII - Continued

3. A teacher may request a third observation, and upon written submission of his/her reasons for such request, may be granted one if the following circumstances prevail:
  - a. A teacher's increment may be in jeopardy;
  - b. A written concern has been noted;
  - c. Dismissal may be recommended.
4. The supervisor shall not interfere, unless invited by the teacher, with the teacher's instruction during the observation.

D. The Post-observation Conference

1. A Post-observation Conference is to allow for the clarification and exchange of information regarding the instruction observed. It is also a time for the supervisor to give the teacher a general idea of what the observation report will contain.
2. The Post-observation Conference is to be held prior to the writing of the finalized classroom observation report by the supervisor.
3. The Post-observation Conference shall be held within four (4) school days, or, if the teacher or supervisor is absent, at the earliest possible time after the observation.

E. The Classroom-Observation Report

1. Two copies of the Observation Report, signed by the supervisor making the observation, shall be given to the teacher as soon as possible after the Post-observation Conference, but in any case, within seven (7) school days after the Post-observation Conference (unless the supervisor is absent during the 7-day period).
2. The Observation Report shall be in the format annexed hereto as Appendix I; provided, however, that the observational criteria contained therein shall at all times be at the discretion of the Board.
3. The teacher shall acknowledge receipt of the Observation Report by signing one copy and returning it to the supervisor who wrote the report within five (5) school days of receipt thereof. Signature of the Observation Report shall not be construed as agreement by the teacher with the contents.

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ARTICLE XXIII - Continued

4. At the time the Observation Report is returned, the teacher may include or append any comments thereon. Such comments shall be signed and dated by the teacher.
5. If the teacher refuses to sign a copy of the Report within the time period specified, a copy of the Report shall be inserted into the teacher's personnel file with a dated notation that the teacher failed to sign and return the Report within the time period specified.
6. Failure of a teacher to make comments or to return an Observation Report within the time specified shall constitute a waiver of the teacher's right thereafter to add comments on the face of the report.
7. The completed Observation Report shall be seen first by the teacher before a copy is sent to the Superintendent's office for filing.

F. The Annual Written Performance Report

1. The Annual Written Performance Report shall be in the format annexed hereto as Appendix II;
2. The Annual Written Performance Report shall be prepared by a certified supervisor who has participated in the evaluation of the teaching staff member and shall include but not be limited to:
  - a. Performance areas of strength;
  - b. Performance areas needing improvement developed by the supervisor and the teaching staff member;
  - c. An individual Professional Improvement Plan developed by the supervisor and the teaching staff member. The Professional Improvement Plan, as required by law, shall be written on a separate sheet and attached to the Annual Written Performance Report.
  - d. A summary of available indicators of pupil progress and growth and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member.

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ARTICLE XXIII - Continued

- e. Provision for performance data which has not been included in the report prepared by the supervisor to be entered into record by the person being evaluated within (10) working days after the signing of the report.
3. If, having been given a copy of such material, the teacher fails to acknowledge receipt thereof or to comment thereon within five (5) school days, a copy of such written material shall be placed in the teacher's personnel file with a notation that the teacher failed to sign and return such material and the date of such notation.
4. Failure of a teacher to make comments on the face of the report within ten (10) school days shall constitute a waiver of the teacher's right thereafter to add comments on the face of such material.

G. Notification of Concern

If a concern about any aspect of a teacher's professional responsibilities arises outside of the formal classroom observation, the following procedure is to be used:

Level IA

The supervisor and teacher shall discuss the concern and develop a definite plan for improvement. The only written record of the conference to be placed in the personnel file is a note dated and signed by both persons that a conference was held at Level I. The supervisor may keep a written record which shall not become part of the personnel file at Level I. In most cases the procedure of Level IA will be followed.

Level I

Level IA may be waived if the concern is sufficiently serious as to require the creation of a record in the personnel file in the first instance. In that event, the supervisor will be obligated to advise the teacher that a memorandum is being placed in his/her file, give the teacher a copy and inform him/her of his/her right to submit a response which will be attached to the memorandum in the file.

Level II

In the event that the concern continues to exist, or, having been corrected, again exists, this shall be communicated to the teacher by a follow-up memo. Another conference is to occur in which the plan for improvement is to be re-evaluated and further recommendations made. At that time, reference may be made in the

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ARTICLE XXIII - Continued

memorandum to any prior conference and the supervisor's records from Level I shall be given to the teacher and then become part of the personnel file of the teacher.

Level III

If the concern still continues to exist, a final notice to improve shall be written by the principal to the teacher in a letter of concern. Copies will be forwarded to the Superintendent of Schools and Assistant Superintendent.

H. The Annual Summary Conference

1. An Annual Summary Conference shall be held between the teacher and the supervisor or supervisors responsible for preparing the Annual Performance Report. The topics discussed at said Annual Summary Conference shall include those topics required by law and specifically those topics required by N.J.A.C. 6:3-1.21 as most recently amended.
2. The teacher shall be given an initial draft of his/her Annual Performance Report five (5) school days prior to the Annual Summary Conference. The final report shall be signed by the responsible supervisor(s) and two copies of such signed report be given to the teacher within five (5) school days after the Annual Summary Conference, unless the teacher or supervisor is absent or otherwise unavailable during such period.
3. The teacher shall acknowledge receipt of the Annual Performance Report by signing one copy thereof and returning it to the responsible supervisor within ten (10) school days of having received it. Signature of the Annual Performance Report shall not be construed as agreement with the comments thereof.
4. At the time the Annual Performance Report is returned, the teacher may include any comments thereon.
5. If the teacher refuses to return a signed copy of the Annual Performance Report within ten (10) days of its receipt, a copy of said report shall be placed in the teacher's personnel file with the notation that the teacher failed to sign and return said report (and the date of such notation).
6. Refusal of a teacher to make comments or to return an Annual Performance Report within the time specified shall constitute a waiver of the teacher's right thereafter to make comments on the face of the Report included in the personnel file.

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PART III

ARTICLE XXIV

GENERAL CONDITIONS OF EMPLOYMENT - SECRETARIES

A. The Work Year

Secretarial personnel shall be on a ten-month contract from September first to June 30 on a basis of forty-three weeks employment, or a twelve-month contract from July first to June 30 on the basis of fifty-two weeks employment, in accordance with the fiscal year of the school district. Determination of the length of the contract year and duties, as determined by immediate supervisors and agreed to by the Superintendent, is subject to the approval of the Board.

B. The Work Week and Day

The work week shall consist of 40 hours from Monday through Friday, 8 hours per day. An hour's time per day may be taken for lunch. A secretary may ask, at the option of his/her immediate supervisor, for a half (1/2) hour lunch and one 15 minute coffee break in the morning with another 15 minute coffee break in the afternoon. Any secretary working over 40 hours in any week shall be paid at the rate of one and one half times per hourly rate.

Whenever it is possible, no secretary shall be assigned or scheduled to work in any position outside his/her hired competency except in an emergency. If, in an emergency, a secretary is assigned to a higher classification level, he/she will receive the salary commensurate to that level, but a reduction in salary will occur when that secretary resumes his/her responsibilities at the original classification level.

Any change on the part of the employer or supervisor to transfer a secretary to a higher classification level shall result in the employee receiving the higher salary following Board Action.

C. Vacation and Holiday Allowance

Every secretarial employee shall be entitled to one day's paid vacation for each month of employment under his/her agreement term (10 work days for 10-month employees, 12 work days for 12-month employees) in addition to 10 paid holidays recognized by the Board of Education for 10-month employees and 12 paid holidays recognized by the Board of Education for 12-month employees within the contract period. These holidays would remain constant: Labor Day, Thanksgiving and the day after, Christmas Day and the day before, New Year's Day, Good Friday, Memorial Day, and Independence Day.

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ARTICLE XXIV - Continued

Any legal holiday falling on a weekend shall be granted on the Friday before the holiday or the Monday after the holiday. The precise dates are to be established when the school calendar is approved by the Board of Education.

Vacation schedules are to be established in advance and approved by the immediate supervisor and the Superintendent. Unused vacation time may be applied up to December 31st of that calendar year. Reimbursement will be made for unused vacation time during the fiscal year. Vacation time is noncumulative.

During the fifth year of continuous, unbroken service to the district, and thereafter, persons with 10-month contracts shall be entitled to fourteen (14) work days' vacation per year, and persons with 12-month contracts shall be entitled to sixteen (16) work days' vacation per year.

During the eighth year of continuous, unbroken service to the district, and thereafter, persons with 10 month contracts shall be entitled to seventeen (17) work days' vacation per year, and persons with 12-month contracts shall be entitled to twenty (20) work days' vacation per year.

Vacation schedules are to be established in advance and approved by the immediate supervisor and the Superintendent. Employees who leave the school district prior to completion of their annual contract and who have expended more of their vacation allowance than they have earned through employment within their contracted year shall have the unearned expended vacation days deducted from their last salary payment.

D. Inclement Weather

If the schools are closed due to unsafe weather conditions, secretaries are excused from duty, and they shall suffer no loss of salary. Any other excuse for school closing and secretaries not reporting to work will be at the discretion of the Superintendent.

E. Employment, Voluntary Transfer and Reassignment

The President of the Mahwah Education Association shall be notified of any secretarial vacancy or the creation of a new secretarial position within the school system before other applicants are considered. This notification shall be given one week following the Board's acceptance of a resignation or the creation of a new position. No position shall be filled or eliminated prior to notifying the President of the M.E.A.

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ARTICLE XXIV - Continued

When an involuntary transfer or reassignment is necessary, a secretary's personal preference, length of service in the Mahwah School system, length of service in a particular school building, including among other things, State and/or Federal laws, may be considered.

A secretary shall have the opportunity to meet with his/her immediate supervisor to discuss the transfer or reassignment prior to the official date of transfer by Board action.

Final approval for employment, voluntary transfer and reassignment is subject to the Superintendent's recommendation and Board action.

F. Association Meetings

The designee of the secretaries' unit of the M.E.A. shall be excused from his/her assigned duties to attend meetings of the M.E.A. during the school year. The secretary shall be permitted to leave his/her office at 3:30 p.m. in order to be present at the meeting. The secretary shall give his/her immediate supervisor 72 hours' advanced notice in order to be excused under this provision.

G. Voluntary Termination of Employment

Any secretary wishing to terminate his/her employment voluntarily must give the Board at least two weeks' prior notice. Notice shall be in writing with reasons stated. In an emergency, the Board may shorten this notification period.

ARTICLE XXV

PROFESSIONAL GROWTH--SECRETARIES

- A. The Board agrees to pay up to \$250 tuition for six credits, in any budget year, for courses related to a secretary's performance and taken at a state accredited institution of higher education, an accredited secretarial school, or an approved county or state secretarial workshop. Such courses require prior approval of the immediate supervisor and the Superintendent and may only be attended outside of the applicant's regularly scheduled working day. A bursar's receipt for tuition payment and the registrar's report of no less than a "B" or equivalent grade, or final certification plus receipt for payment will be required before reimbursement is made.

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ARTICLE XXV - Continued

B. Courses, workshops, in-service programs and other professional improvement programs taken by the secretaries and approved in advance by the Superintendent shall enable the secretary to advance on the salary guide after a required number of credited points has been accumulated. The courses and related activities shall be clearly related to and give evidence of improving the secretary's competence in his/her present assignment in the opinion of the Superintendent. When a secretary has accumulated a total of twelve (12) points and has satisfactorily passed all programs, he/she will advance one (1) step on the guide. Advancement on the guide requires requests and supporting documentation to be submitted to central office within ninety (90) days following completion of course work. Requests or waivers not received within the specified timeframe will result in movement delay until the next regular salary adjustment. Points shall be accumulated as follows:

College credit courses (15 sessions)	- 2 hours each - 2 pts. - 3 hours each - 3 pts.
Workshops (full day)	- 1/4 point per full day
Other approved programs	- 1/4 point per full day

ARTICLE XXVI

SALARIES - SECRETARIES

The salaries for all secretarial personnel covered by this Agreement are set forth in Schedule C which is attached hereto and made a part hereof.

Secretaries beginning their sixteenth year of service in Mahwah will receive a \$400 longevity payment.

Secretaries beginning their twenty-first year of service in Mahwah will receive a \$900 longevity payment.

This will not become a part of the base salary, but will be included each year thereafter as an annual bonus.

ARTICLE XXVII

LEVEL PLACEMENT - SECRETARIES

The Superintendent is to evaluate the level assignment of all secretarial personnel and make the decision as to the proper placement of each. The level assignment is to be based upon the following criteria:

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ARTICLE XXVII - Continued

1. The responsibility of the secretary's immediate supervisor.
2. The priority assigned to certain general responsibilities of a skilled nature.
3. The relative significance of positions having district-wide responsibility.

LEVEL I	Switchboard Operator-Receptionist
LEVEL II	Clerk/typist Library Clerk
LEVEL III	Student Services/Data Processing Secretary Secretary to the Coordinator of Student Services Secretary to Director of Child Study and District Testing Secretary to Vice-Principal at High School Secretary to Vice-Principal at Middle School Secretary to Primary Principal Secretary to Intermediate School Principal Secretary to Coordinator of Library Services and Coordinator of Enrichment-For-All and Gifted/Talented Programs Secretary to Computer Coordinator
LEVEL IV	Secretary to Middle School Principal Secretary to High School Principal Secretary to Director of Instruction Payroll Clerk/Bookkeeper Bookkeeper

ARTICLE XXVIII

CUSTODIANS' AND MAINTENANCE WORKERS' RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every unit member shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

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ARTICLE XXVIII - Continued

Each school building shall have a set of tools and tool box supplied by the Board. The Supervisor of Buildings and Grounds shall be responsible for the selection of these tools.

ARTICLE XXIX

SALARY, COMPENSATION AND HOURS OF WORK  
CUSTODIANS AND MAINTENANCE WORKERS

- A. The salaries of all employees covered by this Agreement are set forth in D and E.
- B. The regular work week for full-time employees shall be forty (40) hours. Any employee contracted for less than forty (40) hours per week shall be considered a part-time employee. All hours over forty (40) hours in any week or eight (8) hours in one day shall be paid at the following rate:

Weekdays - 1 1/2 x basic hourly rate  
Saturdays - 1 1/2 x basic hourly rate  
Sundays - 2 x basic hourly rate  
Holidays - 2 x basic hourly rate  
Thanksgiving/Christmas Eve/Christmas Day - 3 x basic hourly rate

- C. Ten-month employees shall be paid in twenty (20) equal semi-monthly installments.
- D. Twelve-month employees shall be paid in twenty-four (24) equal semi-monthly installments.
- E. Employees will be entitled to a pay differential as noted below if their assigned work schedule requires that they serve over one-half of their time on a differential shift.

Differential shift #1      3 p.m. - 11 p.m.      \$600  
(second shift-nominally)

Differential shift #2      11 p.m. -7 a.m.      \$625

- F. Where there is a shortage of manpower due to an emergency (snowstorm, boiler breakdown, flooding, etc.), employees shall be required to work overtime in order to complete the necessary work.

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ARTICLE XXIX - Continued

- G. Where there is a shortage of manpower due to unfilled vacancies, the employees may volunteer for such overtime. The Supervisor of Buildings and Grounds will prepare a list of employees who wish to work overtime. No employee shall work a double shift without a break unless the employee so wishes and agrees to it in writing.
- H. It shall be clearly understood by both parties that the salary schedules (e.g., designated as Schedule A and included in this Agreement) do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all employment, adjustment and merit increments.
- I. Emergency Call Back Time
- When an employee is required to return after his regular shift has ended and before his next shift has begun, he shall be guaranteed payment for three and one-half (3-1/2) hours as a minimum at the proper rate of pay, snow days are not included:
- J. The Board shall provide up to \$100 per year for one pair of work shoes. A receipt shall be required for payment.

ARTICLE XXX

TRANSFER AND REASSIGNMENT  
CUSTODIANS AND MAINTENANCE WORKERS

Employees desiring a change in employment shall make their request in writing to the Supervisor of Buildings and Grounds.

The unit member considered for involuntary transfer shall be given an opportunity to discuss the transfer with his/her immediate supervisor prior to the decision to transfer and, if he/she requests, with the Superintendent and shall be entitled to have a representative of the Association present.

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ARTICLE XXXI

VACANCIES AND NEW POSITIONS  
CUSTODIANS AND MAINTENANCE WORKERS

Notice of vacancies in the unit positions shall be posted in all schools, in the maintenance garage and the custodial office of the high school cafeteria within ten (10) days of official Board action vacating a position or creating a new position within the school system.

Employees wishing to apply for a posted vacancy must do so within five (5) working days of such notice. Seniority will be considered when equal qualifications are presented. Final decision as determined by the Supervisor of Buildings and Grounds and agreed to by the Superintendent of Schools is subject to the approval of the Board of Education.

ARTICLE XXXII

FAIR DISMISSAL PROCEDURE  
CUSTODIANS AND MAINTENANCE WORKERS

Unit members who are terminated shall be notified of the reason for the termination in accordance with the law.

After twelve (12) months of continuous service, no employee shall be discharged (excluding reduction in force) without just and sufficient cause. Such discharges are subject to the grievance procedure; however, the final step shall be advisory arbitration.

ARTICLE XXXIII

CUSTODIAL AND MAINTENANCE WORKER EMPLOYEE IMPROVEMENT

Those employees who hold legitimate and certified boiler licenses shall receive an annual stipend of \$450.00.

Employees must show proof of current certification to the Superintendent before the stipend is granted.

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ARTICLE XXXIV

HOLIDAY SCHEDULE  
CUSTODIAL AND MAINTENANCE WORKERS

All twelve-month employees shall have eleven (11) regular paid holidays. Ten-month unit members shall have ten (10) regular paid holidays. All regular holidays are to be determined by the Board of Education. The holiday schedule for each succeeding year of this contract will be established by June 1 preceeding each school year.

ARTICLE XXXV

VACATION SCHEDULE  
CUSTODIAL AND MAINTENANCE WORKERS

- A. The Supervisor of Buildings and Grounds shall ask all employees to submit their vacation requests no later than March 15. A vacation schedule will be prepared and distributed by the Supervisor of Buildings and Grounds by April first.
- B. Employees with seniority shall be given preference regarding the vacation schedule. Those employees having four (4) weeks of vacation will only be permitted to use three (3) of them during July and August. However, the Supervisor of Buildings and Grounds, under unusual circumstances, may grant an employee a four (4) week vacation during July and August. Vacation days are noncumulative.

The following shall be the vacation schedule for 12-month employees:

After 6 months, one day for each month's service for months 7,8,9,10,11,12.

1 - 4 years - 2 weeks  
5 - 9 years - 3 weeks  
9+ years - 4 weeks

- C. Employees are obligated to request vacation approval and to attempt to take vacation during the current year.
  - 1. Unused vacation time will be compensated by:
    - a. monetary reimbursement based on the employee's calculated daily rate, or
    - b. extended vacation time to be applied up to December 31st of that calendar year, or

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ARTICLE XXXV - Continued

- c. the Board if the employee is asked, in writing by the Superintendent, to work and defer taking vacation.
- 2. The administration shall choose the option applicable and so notify the employee within thirty (30) days following the end of the current school year.

ARTICLE XXXVI

SUPERVISION AND EVALUATION PROCEDURES

A. General Provisions

Application of this Article. The procedures for Supervision and Evaluation herein set forth shall apply to the noncertificated personnel, coaches, and advisors of the Mahwah school district.

- B. Evaluation procedures for noncertificated personnel, coaches, and advisors will be developed and implemented for the 1994-95 school year and afterwards.

ARTICLE XXXVII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1997.
- B. IN WITNESS THEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and attested to by its Secretary and its corporate seal to be placed hereon.

MAHWAH EDUCATION ASSOCIATION

MAHWAH BOARD OF EDUCATION

Martha M. Anderson 4/18/94  
President Date

Pat J. Wenderhouse 4-18-94  
President Date

Linda R. Grew 4/18/94  
Secretary Date

Thomas E. Hooper 4-18-94  
Secretary Date

1/10/95  
4/18/94

4-18-94

SCHEDULE A

TEACHERS' SALARY SCHEDULE LEGEND

- Col. A: BA, BS, degree.
- Col. B: 15 credits beyond the requirements of Column A, all of which must be in addition to point and course requirements of permanent certification in Mahwah.
- Col. C: 15 credits beyond the requirements of Column B.  
(BA/BS + 15 + 15 = BA/BS + 30).
- Col. D: Masters degree or 15 credits beyond the requirements of Column C (BA/BS + 45).
- Col. E: 15 graduate credits in addition to the Masters degree.
- Col. F: 30 graduate credits in addition to the Masters degree.
- Col. G: 45 graduate credits in addition to the Masters degree.
- Col. H: 60 graduate credits, all of which are earned after the award of the Master's degree.

CONDITIONS:

1. The present status of personnel in terms of credit years will be maintained.
2. Upon the recommendation of the Superintendent of Schools, an increment may be withheld, resulting in a permanent loss of one step on the guide.
3. The original salary of a teacher coming into the Mahwah School system is negotiated between the teacher and the Superintendent. Credit thus granted fixes the status of that teacher for this and future guides.
4. All graduate courses (except those required for permanent certification) for which transcripts have been received, will be credited for column placement. All future courses must be directed to an educational or professional goal and must be approved by the Superintendent of Schools on or before the first meeting of the class.

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SCHEDULE A - Continued

5. In-Service Courses for Credit:

Credit on the salary guide shall be allowed to any teacher who completes the requirements outlined below for in-service courses:

- a. The Superintendent will recommend to the Board of Education the approval of certain courses of study on school grounds or place other than at a college for teachers. Those who successfully complete the study shall receive credit on the salary guide as if they had attended the course at a college.
  - b. The Board, through its representatives, shall determine the need and interest for such curriculum in-service effort through the Curriculum Council and make arrangements for their realization.
  - c. The cost of these courses shall be borne by the Board of Education.
  - d. Approximately twenty (20) teachers must be committed to each course offered by the Board to support it. Selection shall be made on a first-come, first-served basis if more teachers apply than the number desired by the instructor.
  - e. Each course shall run for a time comparable to that required to earn two (2) or three (3) semester hours in an accredited college.
  - f. Specific requirements for the courses shall be determined by the instructor. The needs and goals of the course shall be the concern of the Superintendent, the Assistant Superintendent, and the Curriculum Council.
6. An allowance of up to \$550 will be paid by the Board toward the cost of tuition for each school year.

No more than six (6) credits will be allowed in one year. Courses must be approved by the Superintendent and be toward the attainment of an educational or professional goal.

- a. Reimbursement for courses taken will be made when a bursar's receipt is presented to the Superintendent after six (6) weeks from the first meeting of the course. Any teacher who fails to receive a "B" or a "Pass" grade where a "Pass or Fail" grading system prevails shall have the amount of reimbursement deducted from his/her pay.

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SCHEDULE A - Continued

- b. Tuition reimbursement, on recommendation of the teacher's principal, and in the sole discretion of the Superintendent, will be allowed for non-graduate or non-credit courses (sometimes labelled C.E.U.'s), when the professional meets the following requirements:
- (1) The course or seminar content is directly related to the teacher's current instructional assignment.
  - (2) The teacher does not request credit towards salary guide lateral column changes.
  - (3) The teacher has funds available within the negotiated annual reimbursement limits.
  - (4) The teacher has been a member of the Mahwah professional staff for at least 3 years.
  - (5) The teacher has completed and been credited, in Mahwah, for a least a Master's, plus fifteen hours of graduate level advanced study, Column E, Schedule A.

7. The teacher salary guide shall be designed as follows:

BA	BA+15	BA+30	MA BA+45	MA+15	MA+30	MA+45	MA+60
A	B	C	D	E	F	G	H

8. A Mahwah service step will be added to the basic salary schedule as follows:

Twenty years service in Mahwah.

Up to five years of U.S. military service may be granted in computing Mahwah service.

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95-96 TEACHERS SALARY GUIDE

STEP	BA/BS A	BA+15 B	BA+30 C	MA/BA+45 D	MA+15 E	MA+30 F	MA+45 G	MA+60 H	STEP
1	\$31,456	\$32,348	\$33,202	\$34,561	\$35,009	\$36,044	\$37,209	\$38,663	1
2	\$32,056	\$32,948	\$33,802	\$35,161	\$35,609	\$36,644	\$37,809	\$39,263	2
3	\$32,656	\$33,548	\$34,402	\$35,761	\$36,209	\$37,244	\$38,409	\$39,863	3
4	\$34,235	\$35,176	\$36,081	\$37,511	\$37,984	\$39,076	\$40,305	\$41,839	4
5	\$34,899	\$35,844	\$36,746	\$38,182	\$38,655	\$39,750	\$40,982	\$42,518	5
6	\$35,559	\$36,503	\$37,407	\$38,313	\$39,314	\$40,408	\$41,644	\$43,179	6
7	\$35,823	\$36,766	\$37,670	\$38,576	\$39,578	\$40,672	\$41,906	\$43,443	7
8	\$37,067	\$38,075	\$39,044	\$40,013	\$41,075	\$42,235	\$43,554	\$45,169	8
9	\$38,717	\$39,794	\$40,844	\$41,870	\$43,005	\$44,231	\$45,642	\$47,344	9
10	\$40,510	\$41,662	\$42,776	\$43,892	\$45,100	\$46,403	\$47,911	\$49,708	10
11	\$42,304	\$43,534	\$44,723	\$45,912	\$47,197	\$48,575	\$50,182	\$52,073	11
12	\$44,101	\$45,403	\$46,669	\$47,934	\$49,293	\$50,748	\$52,452	\$54,438	12
13	\$45,895	\$47,271	\$48,614	\$49,954	\$51,389	\$52,919	\$54,724	\$56,805	13
14	\$47,689	\$49,142	\$50,557	\$51,974	\$53,485	\$55,091	\$56,994	\$59,171	14
15	\$49,483	\$51,012	\$52,504	\$53,997	\$55,583	\$57,264	\$59,264	\$61,535	15
16	\$51,276	\$52,881	\$54,449	\$56,017	\$57,678	\$59,437	\$61,535	\$63,900	16
17	\$52,063	\$53,714	\$55,327	\$56,938	\$58,644	\$60,441	\$62,596	\$65,010	17
18	\$53,057	\$54,757	\$56,420	\$58,079	\$59,833	\$61,679	\$63,780	\$66,245	18
19	\$54,012	\$55,757	\$57,468	\$59,180	\$60,980	\$62,871	\$65,030	\$67,551	19
20	\$55,722	\$57,542	\$59,323	\$61,107	\$62,980	\$64,942	\$67,191	\$69,802	20
MAX	\$64,154	\$65,766	\$69,589	\$70,688	\$71,790	\$76,296	\$80,389	\$83,441	MAX

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96-97 TEACHERS SALARY GUIDE

STEP	BA/BS A	BA+15 B	BA+30 C	MA/BA+45 D	MA+15 E	MA+30 F	MA+45 G	MA+60 H	STEP
1	\$32,354	\$33,271	\$34,148	\$35,544	\$36,005	\$37,068	\$38,265	\$39,759	1
2	\$32,954	\$33,871	\$34,748	\$36,144	\$36,605	\$37,668	\$38,865	\$40,359	2
3	\$33,554	\$34,471	\$35,348	\$36,744	\$37,205	\$38,268	\$39,465	\$40,959	3
4	\$35,176	\$36,143	\$37,073	\$38,543	\$39,029	\$40,151	\$41,413	\$42,990	4
5	\$35,859	\$36,830	\$37,757	\$39,232	\$39,718	\$40,843	\$42,109	\$43,687	5
6	\$36,537	\$37,507	\$38,436	\$39,367	\$40,395	\$41,519	\$42,789	\$44,366	6
7	\$36,808	\$37,777	\$38,706	\$39,637	\$40,666	\$41,790	\$43,058	\$44,638	7
8	\$38,086	\$39,122	\$40,118	\$41,113	\$42,205	\$43,396	\$44,752	\$46,411	8
9	\$39,782	\$40,888	\$41,967	\$43,021	\$44,188	\$45,447	\$46,897	\$48,646	9
10	\$41,624	\$42,808	\$43,952	\$45,099	\$46,340	\$47,679	\$49,229	\$51,075	10
11	\$43,467	\$44,731	\$45,953	\$47,175	\$48,495	\$49,911	\$51,562	\$53,505	11
12	\$45,314	\$46,652	\$47,952	\$49,252	\$50,649	\$52,144	\$53,894	\$55,935	12
13	\$47,157	\$48,571	\$49,951	\$51,328	\$52,802	\$54,374	\$56,229	\$58,367	13
14	\$49,000	\$50,493	\$51,947	\$53,403	\$54,956	\$56,606	\$58,561	\$60,798	14
15	\$50,844	\$52,415	\$53,948	\$55,482	\$57,112	\$58,839	\$60,894	\$63,227	15
16	\$52,686	\$54,335	\$55,946	\$57,557	\$59,264	\$61,072	\$63,227	\$65,657	16
17	\$53,495	\$55,191	\$56,848	\$58,504	\$60,257	\$62,103	\$64,317	\$66,798	17
18	\$54,516	\$56,263	\$57,972	\$59,676	\$61,478	\$63,375	\$65,534	\$68,067	18
19	\$55,497	\$57,290	\$59,048	\$60,807	\$62,657	\$64,600	\$66,818	\$69,409	19
20	\$57,254	\$59,124	\$60,954	\$62,787	\$64,712	\$66,728	\$69,039	\$71,722	20
MAX	\$65,918	\$67,575	\$71,503	\$72,632	\$73,764	\$78,394	\$82,600	\$85,736	MAX

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SECRETARIES SALARY GUIDE: 43 WEEKS

1994—1995

STEP	LEVEL II	LEVEL III	LEVEL IV
1	\$13,100	\$13,710	\$13,666
2	\$13,925	\$13,991	\$14,482
3	\$14,875	\$15,141	\$15,643
4	\$15,663	\$15,994	\$16,947
5	\$16,515	\$16,930	\$17,543
6	\$17,447	\$17,955	\$18,632
7	\$18,464	\$19,074	\$19,819
8	\$19,481	\$20,192	\$21,009
9	\$20,497	\$21,327	\$22,199
10	\$21,513	\$22,477	\$23,395
11	\$22,529	\$23,576	\$24,601
12	\$23,546	\$25,217	\$25,787

1995—1996

STEP	LEVEL II	LEVEL III	LEVEL IV
1	\$13,101	\$13,711	\$13,667
2	\$13,926	\$13,992	\$14,483
3	\$14,876	\$15,143	\$15,645
4	\$15,665	\$15,996	\$16,949
5	\$16,517	\$16,932	\$17,545
6	\$17,449	\$17,957	\$18,634
7	\$18,466	\$19,076	\$19,821
8	\$19,483	\$20,194	\$21,011
9	\$20,499	\$21,329	\$22,201
10	\$21,515	\$22,479	\$23,397
11	\$22,531	\$23,578	\$24,603
12	\$24,370	\$26,100	\$26,690

1996—1997

STEP	LEVEL II	LEVEL III	LEVEL IV
1	\$13,103	\$13,713	\$13,669
2	\$13,928	\$13,994	\$14,485
3	\$14,878	\$15,144	\$15,646
4	\$15,666	\$15,997	\$16,950
5	\$16,518	\$16,933	\$14,547
6	\$17,450	\$17,959	\$18,636
7	\$18,468	\$19,078	\$19,823
8	\$19,485	\$20,196	\$21,013
9	\$20,501	\$21,331	\$22,203
10	\$21,517	\$22,481	\$23,400
11	\$22,534	\$23,581	\$24,606
12	\$25,223	\$27,013	\$27,624

All off guide secretaries will receive an increase of 3.5% in 1995-96 & 1996-97

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[Signature]

SECRETARIES SALARY GUIDE: 52 WEEKS

1994—1995

STEP	LEVEL I	LEVEL II	LEVEL III	LEVEL IV
1	\$14,995	\$15,647	\$15,769	\$16,122
2	\$15,279	\$16,632	\$16,753	\$17,087
3	\$16,397	\$17,769	\$18,131	\$18,458
4	\$17,306	\$18,708	\$19,150	\$19,527
5	\$18,307	\$19,725	\$20,273	\$20,699
6	\$19,349	\$20,839	\$21,502	\$21,982
7	\$20,594	\$22,055	\$22,840	\$23,383
8	\$21,811	\$23,269	\$24,178	\$24,745
9	\$23,026	\$24,483	\$25,537	\$26,735
10	\$24,241	\$25,696	\$26,921	\$28,819
11	\$25,453	\$26,911	\$28,323	\$30,068
12	\$26,665	\$28,125	\$29,574	\$31,316

1995—1996

STEP	LEVEL I	LEVEL II	LEVEL III	LEVEL IV
1	\$15,010	\$15,663	\$15,785	\$16,138
2	\$15,294	\$16,649	\$16,770	\$17,104
3	\$16,413	\$17,787	\$18,149	\$18,476
4	\$17,323	\$18,727	\$19,169	\$19,547
5	\$18,325	\$19,745	\$20,293	\$20,720
6	\$19,368	\$20,860	\$21,524	\$22,004
7	\$20,615	\$22,077	\$22,863	\$23,406
8	\$21,833	\$23,292	\$24,202	\$24,770
9	\$23,049	\$24,507	\$25,563	\$26,735
10	\$24,265	\$25,722	\$26,948	\$28,848
11	\$25,453	\$26,938	\$28,351	\$30,098
12	\$27,598	\$29,109	\$30,609	\$32,412

Secretaries off guide will receive an increase of 3.5% in 1995—96.

1996—1997

STEP	LEVEL I	LEVEL II	LEVEL III	LEVEL IV
1	\$15,010	\$15,663	\$15,785	\$16,138
2	\$15,294	\$16,649	\$16,770	\$17,104
3	\$16,414	\$17,787	\$18,149	\$18,477
4	\$17,323	\$18,727	\$19,169	\$19,547
5	\$18,325	\$19,745	\$20,293	\$20,720
6	\$19,369	\$20,860	\$21,524	\$22,004
7	\$20,615	\$22,077	\$22,863	\$23,407
8	\$21,833	\$23,923	\$24,202	\$24,770
9	\$23,049	\$24,508	\$25,563	\$26,736
10	\$24,265	\$25,722	\$26,948	\$28,848
11	\$25,454	\$26,938	\$28,352	\$30,098
12	\$28,564	\$30,128	\$31,680	\$33,546

Secretaries off guide will receive an increase of 3.5% in 1996—97.

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MAINTENANCE SALARY GUIDE

Step	1994—1995	1995-1996	1996-1997
1	\$26,240	\$27,158	\$28,109
2	\$26,885	\$27,826	\$28,800
3	\$27,654	\$28,622	\$29,624
4	\$28,499	\$29,496	\$30,529
5	\$29,858	\$30,903	\$31,985
6	\$31,353	\$32,450	\$33,586
7	\$32,744	\$33,890	\$35,076
8	\$34,197	\$35,394	\$36,633
9	\$35,742	\$36,993	\$38,288
10	\$36,128	\$37,392	\$38,701

All employees off guide will receive a 3.5% increase in 1995-96 and 1996-97

CUSTODIAN SALARY GUIDE

STEP	1994-1995	1995-1996	1996-1997
1	\$23,885	\$24,243	\$24,728
2	\$24,645	\$25,015	\$25,515
3	\$25,500	\$25,883	\$26,400
4	\$26,375	\$26,771	\$27,306
5	\$27,174	\$27,582	\$28,133
6	\$27,995	\$28,415	\$28,983
7	\$29,253	\$29,692	\$30,286
8	\$29,692	\$30,137	\$30,740
9	\$31,144	\$31,611	\$32,243
10	\$33,126	\$34,285	\$35,485

All employees off guide will receive a 3.5% increase in 1995-96 and 1996-97

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*4.13.94*

## ATHLETICS - COACHES

	<u>1995-96</u>	<u>1996-97</u>
Football		
Varsity	6221	6532
Assistant Varsity	3697	3882
JV	3697	3882
Frosh	3697	3882
Soccer		
Varsity	4825	5066
JV	3255	3418
Frosh	3255	3418
Cross Country	4300	4515
Volley Ball		
Varsity	4300	4515
JV	3169	3327
Tennis		
Varsity	3715	3901
JV	2134	2241
Basketball		
Varsity	5444	5716
JV	3599	3779
Frosh	3599	3779
Wrestling		
Varsity	5265	5528
JV	3427	3598
Baseball		
Varsity	5039	5291
Assist Varsity	3383	3552
JV	3383	3352
Frosh	3383	3552

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## ATHLETICS - COACHES

	<u>1995-96</u>	<u>1996-97</u>
Softball		
Varsity	5039	5291
Assist Varsity	3383	3552
JV	3383	3552
Frosh	3383	3552
Track		
Varsity	4969	5217
JV	3169	3327
Winter Track	3593	3773
Golf	3126	3282
Bowling	3126	3282
Cheerleading		
Varsity	3041	3193
JV	1883	1977
Weight Room	1922	2018

**NOTES:**

There will be a committee representing the MEA and the Board of Education to review athletic and cocurricular stipend positions for additions and deletions prior to budget preparations annually.

The committee will establish a step-schedule to reflect time, responsibility and experience with possible implementation in the 1996-97 school year.

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ATHLETICS- OTHER

	<u>1995-6</u>	<u>1996-97</u>
Football		
Guard	28.90	30.35
Announcer	40.50	42.50
Photographer	92.60	97.25
Scoreboard	28.90	30.35
Seller	34.65	36.40
Down Markers	28.90	30.35
Basketball		
Varsity Clock/Bk	40.50	42.50
JV/Frosh Clock	28.90	30.35
Sellers	34.65	36.40
Supervision	34.65	36.40
Wrestling		
Clock	40.50	42.50
Supervision	34.65	36.40
Track		
Judge	34.65	36.40
All Sports		
Scout	28.90	30.35

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EXTRA-CURRICULAR (HIGH SCHOOL)

	<u>1995-96</u>	<u>1996-97</u>
Class Advisors	1037	1089
Debate Club	1880	1974
Literary Magazine	1534	1611
Math League	1355	1423
Nat. Honor Society	763	801
Jr. Classical League	763	801
Newspaper	1930	2026
Peer Listeners	756	794
Student Council	2016	2117
Student Ref. Service	756	794
Ticket Coordinator	2324	2440
VICA	756	794
Yearbook	3100	3255
Young Politicians	756	794
National Engineering	957	1005
Lunch Duty	1488	1562

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EXTRA- CURRICULAR (RAMAPO RIDGE)

	<u>1995-96</u>	<u>1996-97</u>
Student Council	1318	1384
Creative Problem Slvg	957	1005
Intramurals	1715	1801
Math Counts	756	794
Lunch Duty	1488	1562

EXTRA-CURRICULAR (JOYCE KILMER)

Creative Problem Slvg	957	1005
Intramurals	1138	1195
Science by Mail	957	1005

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CHAPTER 1 SUMMER SCHOOL  
(INCREASE CONTINGENT ON FEDERAL FUNDING)

	<u>1995-96</u>	<u>1996-97</u>
Principal	2455	2572
Teacher	1722	1804
Aide	410	429

SAFETY TOWN

	<u>1995-96</u>	<u>1996-97</u>
	1024	1073

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**CUSTODIAL/MAINTENANCE STIPENDS**

	<u>1995-96</u>	<u>1996-97</u>
Betsy Ross	970	1016
Commodore Perry	970	1016
George Washington	970	1016
Joyce Kilmer	1170	1226
Ramapo Ridge	1371	1436
High School	1571	1646
Night Shift Custodian Coord	850	890
Maintenance Foreman	1668	1747

**BUS DRIVERS**

	<u>1995-96</u>	<u>1996-97</u>
	19.72	20.66

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## AIDES SALARY GUIDE

	<u>1995-96</u>	<u>1996-97</u>
1	8.74	9.15
2	9.41	9.86
3	10.07	10.55
4	10.77	11.28
5	11.41	11.95
6	12.09	12.66
7	12.76	13.37
8	13.43	14.07

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BASIC SKILLS TEACHERS' SALARY GUIDE

<u>Step</u>	<u>1995-96</u>	<u>1996-97</u>
1	22.18	23.23
2	24.04	25.18
3	26.20	27.44
4	28.42	29.77
5	30.63	32.08

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MUSIC & DRAMA

	<u>1995-96</u>	<u>1996-97</u>
Director of Bands	3012	3163
Football Band	1496	1571
Jazz Ensemble (HS)	901	946
Jazz Ensemble (JK/RR)	2315	2431
High School Musical Director	2600	2730
Director Ramapo Ridge Play	1800	1890
Music Director (HS/RR)	1441	1513
Set Design	1080	1134

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4.18.94

MAHWAH PUBLIC SCHOOLS  
MAHWAH, N. J.

CLASSROOM OBSERVATION REPORT

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_

Subject/Grade \_\_\_\_\_ Time \_\_\_\_\_

Lesson Topic \_\_\_\_\_

Observation Criteria

YesNo

- |   |       |
|---|-------|
| 1. Evidence of planning                                   | _____ |
| 2. Evidence of use of appropriate instructional resources | _____ |
| 3. Evidence of high standards of student behavior         | _____ |
| 4. Evidence of objectives                                 | _____ |
| 5. Evidence of student understanding of objectives        | _____ |
| 6. Instruction in keeping with local policy               | _____ |
| 7. Appropriate instruction content                        | _____ |

Description of:

1. Teacher/student communication and rapport

2. Teaching/learning environment

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CLASSROOM OBSERVATION REPORT  
PAGE 2

3. Evidence of student understanding

4. Comments and suggestions

Principal/Supervisor

1/MS 4/18/94

Date

Teacher

Date

*Rev. 1.18.94*



APPENDIX II

ANNUAL WRITTEN PERFORMANCE REPORT  
MAHWAH PUBLIC SCHOOLS

TEACHER \_\_\_\_\_ DATE (Initial Draft) \_\_\_\_\_  
SCHOOL \_\_\_\_\_ DATE (Pre-Conf.)\* \_\_\_\_\_  
SUBJECT OR GRADE \_\_\_\_\_ DATE (Ann. Conf.) \_\_\_\_\_  
EVALUATOR(S) \_\_\_\_\_ DATE (Final Draft) \_\_\_\_\_  
REF. NJAC 6:3-1.21 (F) 1-5

PERFORMANCE AREAS OF STRENGTH

PERFORMANCE AREAS NEEDING IMPROVEMENT

PUPIL PROGRESS

THE FOLLOWING INDICATORS WERE UTILIZED AND/OR REVIEWED TO DETERMINE THAT PUPILS ASSIGNED ARE PRESENTLY PROGRESSING AS PLANNED.

SIGNED \_\_\_\_\_  
Supervisor \_\_\_\_\_ Date \_\_\_\_\_

SIGNED \_\_\_\_\_  
Teacher \_\_\_\_\_ Date \_\_\_\_\_

\*IF REQUESTED BY EITHER PARTY  
TEACHER COMMENTS: (TO BE PLACED ON A SEPARATE SHEET AND ATTACHED IF  
NECESSARY)

*1/1/94 M. Schaal*  
*4/18/94*

*Reviewed*