

4. 0154

02-23

AGREEMENT

Regarding

THE TERMS AND CONDITIONS OF EMPLOYMENT

Between

Mahwah Township  
~~THE BOARD OF EDUCATION~~

and

~~THE MAHWAH EDUCATION ASSOCIATION, INC.~~

of the

MAHWAH TOWNSHIP PUBLIC SCHOOLS

of

MAHWAH, NEW JERSEY

July 1, 1982 to June 30, 1985

## Article I

### RECOGNITION

(A.) The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all full-time teachers, secretaries and clerks, except the following:

- Superintendent
- Assistant Superintendent
- 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

(B.) Unless otherwise indicated, the terms "employees", when used in the Agreement shall refer to all employees represented by the Association in the negotiating unit. Reference to male employees shall include female employees.

## 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.

## 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 professional staff. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate to 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 non-tenured 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 professional staff shall have the right to appeal the interpretation, application or violation of policies, agreements and 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 chairman 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.

#### (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.

## Article III (continued)

### GRIEVANCE PROCEDURE

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.

(B.) The Superintendent shall within five (5) calendar days of receipt 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.

## Article III (continued)

### GRIEVANCE PROCEDURE

(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 shall be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association 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 A.A.A. 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.

## Article IV

### 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 of 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

Article IV (continued)

TEACHER RIGHTS

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 V

ASSOCIATION RIGHTS AND PRIVILEGES

(A.) Whenever any representative of the Association or any teacher 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 one day per month of released time for the M.E.A. President to perform functions as Association president. The M.E.A. President shall notify his/her immediate superior two (2) days in advance and 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 of said impending action. The Association shall have the right prior to said official action by the Board to consult and make its views known to the Board.

Article V - (Continued)  
ASSOCIATION RIGHTS AND PRIVILEGES

(G.) No later than October 15, each building administrator may meet with a committee of his/her staff appointed by the Association to review and recommend practices on student discipline in that school building. Such school-wide 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.

Article VI

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.

It shall be clearly understood by both parties that the salary schedules (e.g., designated as Schedule A 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. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure.

Article VI (continued)

BOARD RIGHTS AND RESPONSIBILITIES

1. Incorporate the principles identified in the "Supervision and Evaluation Process" when 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 B.



## Article VII

### 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.

(B.) Teachers shall not be required to report earlier than one-quarter (1/4) hour before the start of the school day and shall not be required to remain longer than three-quarters (3/4) hour at the close of the school day. Teachers required to report one-half hour before the school day shall not be required to remain more than a half-hour (1/2) after the close of the school day.

(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. Unused snow days will be converted to four-hour sessions during the last week of school. 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 IX.

Article VII (continued)

TEACHER WORK DAY, WORK YEAR, AND TEACHING LOAD

(H.) Teacher participation in all extra-curricular activities, i.e. those which meet after the close of the pupils' school day shall be compensated according to the rate of pay in Schedules C and D.

(I.) The maximum weekly teaching load in the high school shall be twenty-five (25) teaching periods and shall not exceed thirty (30) forty-five (45) minute periods of pupil contact per week. Any teacher in the high school who consents and is assigned to teach one period each day shall be compensated at the rate of 1/12th of the annual contractual salary. If this additional assignment is less than five periods per week, the extra compensation shall be prorated.

(J.) Secondary department chairmen shall not be assigned more than fifteen (15) teaching periods per week.

(K.) The weekly teaching load in the elementary schools shall not exceed twenty-five (25) hours of pupil contact per week.

(L.) Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.

(M.) Where administratively possible, high school teachers shall not be required to teach classes requiring more than two preparations per day.

(N.) Where administratively possible, teachers shall not be required to change their teaching stations more than two (2) times during the school day.

(O.) SHORT-TERM ASSIGNMENTS: Teachers may be required to perform short-term assignments if necessity demands. Bus duty, detention hall duty, and other short-term assignments shall be equitably distributed.

(P.) EVENING MEETINGS: Teachers may be required to return to school not more than three evenings during the school year. Teacher will make a reasonable effort to counsel with parents.

(Q.) AFTER SCHOOL MEETINGS: Teachers may not, after the first year of experience in Manwah, 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.

(R.) The Board of Education shall relieve teachers of the following non-teaching duties: morning and afternoon bus duty, lunchroom and playground duties.

Article VII (continued)

TEACHER WORK DAY, WORK YEAR, AND TEACHING LOAD

(S.) All teachers shall have released time during regular school days to have administratively scheduled conferences with parents. Four-hour school sessions or substitutes may be used to free teachers for these conferences. 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.

(T.) Exceptions to the provisions of Article VII 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.

(U.) "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.

(V.) 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 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.

(W.) Substitutes shall be employed whenever a teacher is absent. In an emergency (when the administration has tried to employ a substitute but has been unsuccessful) a teacher may consent to cover one or more periods at the rate of (10) dollars per period.

(X.) All ad hoc material in a teacher's file which is of an evaluation nature, including standard evaluation forms, shall have a five (5) year usefulness and shall be removed thereafter.

Article VIII

CLASS SIZE

(A.) Any class shall be reduced when the number of pupils assigned to any class is larger than the capacity of teaching facilities or the number of adequate teaching stations available in the room.

## Article IX

### NON-TEACHING DUTIES

(A.) 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.

## Article X

### SALARIES

(A.) The salaries of all teachers covered by this Agreement are set forth in Schedule A which is 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.

## Article XI

### 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 shall consult with teachers for their recommendations on all schedules that affect their school.

## Article XII

### VOLUNTARY TRANSFER AND REASSIGNMENT

(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 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 filed 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 XIII

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

(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.

## Article XIV

### 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.

(C.) Teachers shall have a clean, private dining room 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 and supplies to aid in the preparation of instruction materials;
2. A faculty lounge area;
3. Desk, book storage, and filing cabinet space for the use of each teacher.

## Article XV

### SICK LEAVE

Provisions below shall apply in sequence

(A.) As of September first of each year, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school 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 teacher may request a written notice of his/her total accumulated sick days..

(B.) In the event of illness, tenured teachers who have exhausted their sick leave may be paid their regular salary minus the expenses of the substitute for thirty (30) days. This arrangement may be extended at the discretion of the Board.

(C.) Teachers terminating their contract with the school district will be reimbursed at the rate of one-third (1/3) day's salary at their last year's salary rate for each accumulated day of sick leave. (1/3 day's salary x 1/200th's of the last year's salary rate times total days accumulated sick leave.)

(D.) In the event a tenured teacher expends all of his/her accumulated sick leave, he/she may apply to the Board of Education for extended sick leave. Such leave may be granted by the Board on a case by case basis.

## Article XVI

### TEMPORARY LEAVES OF ABSENCE

(A.) As of the beginning of the 1969-70 school year, teachers 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 school years. Application to the teacher'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.
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.
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.
5. Up to a total of three (3) man 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, 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. Other leaves of absence with pay may be granted by the Superintendent and/or Board 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 XVII

### EXTENDED LEAVES OF ABSENCE

(A.) A leave of absence 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.) 1. A tenured teacher shall notify the Superintendent of her pregnancy. Said teacher may request a maternity leave without pay and said leave shall be granted. The leave shall become effective as late as three (3) months prior to the anticipated date of birth of the child unless a medical release is made by a doctor permitting work to one (1) month before anticipated birth, and shall terminate not later than the end of the current school year. Leave may be extended at the Board's discretion.

2. Any teacher 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.

(C.) A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

(D.) Other leaves of absence without pay may be granted by the Board for good reason.

(E.) 1. Upon return from leave granted pursuant to Section A of this Article, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

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 a teacher 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.

(F.) All extension or renewals of leaves shall be applied for and answered in writing if granted or denied.



## Article XVIII.

### SABBATICAL LEAVES

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 full academic years and who successfully meet the application requirements.

2. Additional sabbatical leave 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.

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. In addition to the alternatives described supra, a teacher may elect to have his/her sabbatical leave granted to him/her for three summers. If this is his/her first sabbatical leave, it may follow his/her seventh, eighth, and ninth years of service in the Mahwah Public School system. During each of the three summers the teacher shall receive one-quarter (1/4) of his/her annual contractual salary of the year in which the sabbatical leave was initially granted (for the summer of 1978). Commencing with the summer of 1979, either one-quarter (1/4) of his/her contractual salary of the year in which the sabbatical leave was initially granted or \$3,000.00, whichever is less will be the amount paid.

5. Before the Superintendent recommends final approval of the 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.

Article XVIII (continued)

SABBATICAL LEAVES

6. Sabbatical leave shall be granted for a full year at one-half the applicant's scheduled rate of pay for the sabbatical year or a half-year at full pay.

7. 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.

8. 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.

9. 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 party 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.

10. The teacher shall be granted credit of any experience year for 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.

11. Commencing with the 1982-83 school year, one (1) certified staff member shall be on sabbatical leave during any school year for either the full year at half (1/2) pay or half (1/2) year at full pay. Two (2) certified staff members shall be on sabbatical leave during the summer of 1985 and thereafter. The five (5) employees approved for summer sabbaticals beginning the summer of 1982 will be grandfathered and permitted to complete their three (3) summers ending during the summer of 1984.

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 the Assistant Superintendent and three teachers--one from each of the 3 levels - H.S., Middle School and Elementary. The teachers shall be selected by the Superintendent for one year at a time and shall consist of teachers who have been on a sabbatical

## Article XVIII (continued)

### SABBATICAL LEAVES

or who have 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:

1. The anticipated benefit to the teacher to the extent that such leave will strengthen his/her expertise in his/her given position.
2. The anticipated benefit to the students to whom this teacher relates.
3. In cases where there are more applicants than eligible as herein provided, the Superintendent shall select the applicants on the basis of years of service.
4. 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 assistance of the Advisory Committee in order to fulfill the above-mentioned criteria.
5. In all cases, the Superintendent shall make final recommendations to the Board.

## Article XIX

### 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.

(B.) The Board agrees to pay the full cost of tuition, fees, mileage 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.

(C.) The Board may budget monies for curriculum improvement based upon need.

## Article XX

### INSURANCE PROTECTION

(A.) The Board shall provide the health care insurance protection designated herein. The Board shall pay the full premium for each teacher and his/her dependents under a Blue Cross-Blue Shield Plan. The Board shall also pay the full premium on (1) a major medical plan as sponsored by the Pension and Annuity Department of the N.J. State Department of Education and hereafter referred to as the State Plan; (2) Rider J portion of Blue Cross-Blue Shield, for the teacher and his/her family. The following condition shall apply to the major medical and Ridger J plans: Upon inception of the major medical and the Blue Cross-Blue Shield Rider J programs, spouses of Mahwah Public School employees presently covered by major medical and/or Blue Cross-Blue Shield Rider J plans are ineligible for Board coverage under the 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 in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

(C.) Provisions shall be made for allowing teachers to join an income Protection Plan at their own expense under the group rate with Washington National.

(D.) The Board shall provide a \$2,000 Term Life Insurance policy for each teacher.

(E.) As of the beginning of the 1972-73 school year and for the duration of this agreement, the Board shall pay the full premium for a dental plan for each teacher and his/her dependents.

(F.) All personnel will be given an annual Tine test by the school nurse. 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 if performed by the school medical officer. The employee may opt to have the required x-ray or physical performed by his/her own physician at the employee's expense. The Board of Education will pay for the cost of the required chest x-ray that is over the amount of any Blue Cross-Blue Shield reimbursement if performed by the school medical officer or his designee. In no event, shall an employee incur out-of-pocket expense for said x-ray under this Article unless he/she chooses to utilize his/her own physician.

(G.) Beginning the 1982-83 school year, the Board shall pay the full premium for a one (\$1.00) dollar co-pay prescription plan for each teacher and his/her dependents.

## Article XXI

### DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers 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 XXII

### SUPERVISION AND EVALUATION PROCEDURES

#### I. General Provisions

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

#### II. 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.

#### III. 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.

Article XXII (continued)

SUPERVISION AND EVALUATION PROCEDURES

2. The Teacher shall have his/her lesson plans available for the Supervisor.
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.

IV. 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.

V. 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).

## Article XXII (continued)

### SUPERVISION AND EVALUATION PROCEDURES

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 thereof.
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.

#### VI. 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;

SUPERVISION AND EVALUATION PROCEDURES

- 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.
  - e. Provision for performance data which has not been included in the report prepared by the Supervisor to be entered into record by the evaluatee within ten (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.

VII. 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:

1. 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.
2. Level IB - 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.



Article XXII (continued)

SUPERVISION AND EVALUATION PROCEDURES

2. 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 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.
3. 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 Director of Instructional Services and the Superintendent of Schools.

VIII. 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 an agreement with the comments thereof.

Article XXII (continued)

SUPERVISION AND EVALUATION PROCEDURES

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.

Article XXIII

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 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 on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

(D.) Copies of this agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to the President of the Mahwah Education Association by September first.

(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:

Article XXIII (continued)

MISCELLANEOUS PROVISIONS

- 1. If by Association to the Board at: The Administrative Offices  
Ridge Road  
Mahwah, New Jersey 07430
- 2. If by Board to the Association at: Mahwah Education Association  
c/o the President  
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 teacher shall not be opened by any person except the addressee.

(H.) Where teachers drive their own cars on school authorized business, they shall be compensated at the rate of fifteen (15) cents per mile.

(I.) Teachers will be paid on September 10 (5 days early). The second paycheck will be given out on September 30. All other paychecks will be distributed, as in the past, approximately twice a month.

DURATION OF AGREEMENT

(A.) All terms and provisions of this agreement are in effect for three (3) school calendar years beginning with the school term, July 1, 1982, and ending June 30, 1985.

For the duration of this agreement, all provisions will not be negotiated again except salaries. Salaries will be negotiated during the second year of this agreement and will take effect during the school year 1984-85. However, if both parties give mutual consent, non-economic provisions may be re-negotiated before the expiration date of this Agreement.

Mahwah Education Association, Inc.

Mahwah Board of Education

By.....  
President

By.....  
President

By.....  
Secretary

By.....  
Secretary

July 19, 1982  
Date

MAHWAH BOARD OF EDUCATION

SCHEDULE A-1

TEACHERS SALARY GUIDE FOR 1982-83

Step	BA	BA+15	BA+30	MA BA+45	MA+15	MA+30	MA+45	MA+60
	A	B	C	D	E	F	G	H
1	12,950	13,544	14,138	14,465	14,792	15,386	16,099	16,812
2	13,470	14,012	14,677	15,009	15,341	16,011	16,745	17,480
3	13,931	14,483	15,172	15,518	15,863	16,552	17,310	18,069
4	14,586	15,170	15,899	16,265	16,630	17,358	18,160	18,962
5	15,330	16,026	16,752	17,132	17,512	18,299	19,119	19,969
6	16,104	16,830	17,588	17,986	18,384	19,211	20,069	20,959
7	16,875	17,634	18,423	18,840	19,257	20,122	21,021	21,948
8	17,650	18,440	19,257	19,694	20,131	21,035	22,281	22,936
9	18,423	19,244	20,093	20,549	21,004	21,948	22,922	23,928
10	19,196	20,045	20,927	21,402	21,877	22,859	23,871	24,915
11	19,969	20,850	21,763	22,258	22,753	23,772	24,824	25,905
12	20,743	21,654	22,598	23,112	23,626	24,685	25,773	26,895
13	21,516	22,458	23,432	23,927	24,421	25,596	26,725	27,884
14	22,212	23,185	24,190	24,743	25,296	26,431	27,600	28,797
15	22,905	23,912	24,947	25,481	26,015	27,267	28,472	29,710
16	23,602	24,637	25,705	26,297	26,888	28,102	29,346	30,621
17	24,298	25,363	26,463	27,073	27,683	28,937	30,228	31,534
18	24,993	26,091	27,219	27,850	28,480	29,771	31,093	32,446
19	25,690	26,817	27,978	28,627	29,276	30,606	31,968	33,359
Over 20	30,374	31,024	32,941	33,297	33,653	35,963	38,034	39,511

For the school year 1982-83, each teacher will receive 9% more than his 1981-82 salary.

MAHWAH BOARD OF EDUCATION

SCHEDULE A-2

TEACHERS SALARY GUIDE FOR 1983-84

Step	MA							
	BA	BA+15	BA+30	BA+45	MA+15	MA+30	MA+45	MA+60
	A	B	C	D	E	F	G	H
1	14,116	14,763	15,410	15,767	16,123	16,771	17,548	18,325
2	14,682	15,273	15,998	16,360	16,722	17,452	18,252	19,053
3	15,185	15,786	16,537	16,915	17,291	18,042	18,868	19,695
4	15,899	16,535	17,330	17,729	18,127	18,920	19,794	20,669
5	16,710	17,468	18,260	18,674	19,088	19,946	20,840	21,766
6	17,553	18,345	19,171	19,605	20,039	20,940	21,875	22,845
7	18,394	19,221	20,081	20,536	20,990	21,933	22,913	23,923
8	19,239	20,100	20,990	21,466	21,943	22,928	24,286	25,000
9	20,081	20,976	21,901	22,398	22,894	23,923	24,985	26,082
10	20,924	21,849	22,810	23,328	23,846	24,916	26,019	27,157
11	21,766	22,727	23,722	24,261	24,801	25,911	27,058	28,236
12	22,610	23,603	24,632	25,192	25,752	26,907	28,093	29,316
13	23,452	24,479	25,541	26,080	26,619	27,900	29,130	30,394
14	24,211	25,272	26,367	26,970	27,573	28,810	30,084	31,389
15	24,966	26,064	27,192	27,774	28,356	29,721	31,034	32,384
16	25,726	26,854	28,018	28,664	29,308	30,631	31,987	33,377
17	26,485	27,646	28,845	29,510	30,174	31,541	32,949	34,372
18	27,242	28,439	29,669	30,357	31,043	32,450	33,891	35,366
19	28,002	29,231	30,496	31,203	31,911	33,361	34,845	36,361
Over								
20	33,108	33,816	35,906	36,294	36,682	39,200	41,457	43,067

Note: Teachers in 1983-84 will be on the same numbered steps they were on in 1982-83. This will produce a 9% increase for each. Teachers off the guide will each receive a 9% increase.

## Schedule B

### 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. All teachers will be placed on the guide in 1982-83 and in 1983-84 in accordance with the agreement of the parties in such a manner that will result in each teacher receiving an increase of 9% over his or her salary for the preceding year. 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 years of experience 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.

#### 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.

Schedule B (continued)

- 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. Credit shall be given on the salary guide to those teachers who travel and complete the following requirements:
- a. The travel and related activities shall be clearly related to and given evidence of improving the teacher's competence in his/her present assignment in the opinion of the Superintendent.
  - b. Any teacher wishing to receive credit for travel must submit an initial request to his/her supervisor and/or departmental chairman. Such request must briefly state an intent to travel, a destination and its applicability toward improving the teacher's competence.
  - c. The teacher, with the assistance of his/her supervisor, shall prepare a detailed proposal to be submitted to the Assistant Superintendent.
  - d. All proposals must be approved by the Superintendent.
  - e. All teachers are eligible to apply for travel credit except the following:
    - (1) Non-tenured teachers
    - (2) Teachers on a sabbatical leave during the current calendar year
  - f. Up to 3 credits may be earned for travel in one summer. Fifteen (15) days of concentration in a given area shall fulfill the time requirements for travel for three (3) credit hours.

Schedule B (continued)

- g. Plans for travel must be submitted to the Assistant Superintendent three (3) months prior to the beginning date of the travel. All plans are subject to the approval of the Superintendent. The Superintendent shall notify each applicant of his/her decision within thirty (30) days of the date of the application.
- h. A written presentation shall be submitted to the Assistant Superintendent upon completion of the travel as a requirement for credit. It may be in the form of a written report, a unit of study or some other manifestation of accomplishment as agreed upon initially.

Note: As regards credit for the programs referred to above, no more than fifty (50) percent of the credits toward the next higher column on the pay scale may be earned "in town" or by travel.

- 7. An allowance of up to \$350.00 will be paid by the Board toward the cost of tuition for the school year 1982-83. Tuition allowance will be increased to \$375.00 in 1983-84 and to \$400.00 in 1984-85. 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.
  - 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 at least a Master's, plus fifteen hours of graduate level advanced study, Column E, Schedule A.



Schedule B (continued)

8. A Mahwah service super-maximum will be added as appropriate column-steps to the basic salary schedule as follows:

(a) Twenty years in Mahwah

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

9. Annually appointed department chairpersons at the high school are to receive extra-service contracts with compensation determined at the rate of twelve percent (12%) of the starting bachelor degree teacher's salary, column A.

10. The salary guide for 1982-83 reflects a 9% increase for each employee over that provided by the 1981-82 salary guide. The salary guide for 1983-84 reflects a 9% increase for each employee over that provided by the 1982-83 salary guide.

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

Schedule C  
SALARY GUIDE SUPPLEMENT  
Coaches Salaries

<u>POSITION</u>	<u>SALARY</u>		
	<u>1982-83</u>	<u>1983-84</u>	<u>1984-85</u>
Athletic Director	2529	2706	2895
Assistant Athletic Director	1103	1180	1263
<u>FOOTBALL</u>			
Head Coach	2266	2425	2595
Asst. Coach	1452	1554	1663
Asst. Coach	1452	1554	1663
Asst. Coach	1452	1554	1663
Frosh Coach	1452	1554	1663
<u>CROSS COUNTRY</u>			
Coach	1254	1342	1436
<u>VOLLEYBALL</u>			
Coach	1254	1342	1436
<u>SOCCER (Boys)</u>			
Head Coach	1549	1657	1773
Asst. Coach	1170	1252	1340
<u>SOCCER (Girls)</u>			
Head Coach	1549	1657	1773
Asst. Coach	1170	1252	1340
<u>BASKETBALL (Boys)</u>			
Head Coach	1893	2026	2168
Asst. Coach	1261	1349	1443
Frosh Coach	1261	1349	1443
<u>BASKETBALL (Girls)</u>			
Head Coach	1893	2026	2168
Asst. Coach	1261	1349	1443
<u>WRESTLING</u>			
Head Coach	1714	1834	1962
Asst. Coach	1135	1214	1299
<u>BASEBALL</u>			
Head Coach	1650	1766	1890
Asst. Coach	1170	1252	1340
Frosh Coach	1170	1252	1340
<u>TENNIS</u>			
Coach	1220	1305	1396

Schedule C (continued)  
Coaches Salaries

<u>POSITION</u>	<u>SALARY</u>		
	<u>1982-83</u>	<u>1983-84</u>	<u>1984-85</u>
<u>TRACK (Spring)</u>			
Head Coach	1645	1760	1883
Asst. Coach	1131	1210	1295
Asst. Coach	1131	1210	1295
<u>TRACK (Girls)</u>			
Coach	1645	1760	1883
<u>SOFTBALL</u>			
Head Coach	1650	1766	1890
Asst. Coach	1170	1252	1340

The Board has the right to create or abolish coaching and/or extra-curricular positions. The impact of such decisions is negotiable as it affects terms and conditions of employment.

Coaches salaries will be paid in accordance with Schedule C above. The salaries in 1983-84 and 1984-85 are each 7% higher than those paid in the preceding year.

Schedule D

SALARY GUIDE SUPPLEMENT

Non-Athletic Positions

<u>POSITION</u>	<u>SALARY</u>		
	<u>1982-83</u>	<u>1983-84</u>	<u>1984-85</u>
<u>MUSIC</u>			
Band Director	1355	1450	1552
Color Guard, Flags, Majorettes (Fall and Winter)	905	968	1036
<u>CHEERLEADING</u>			
Varsity Advisor (Fall)	270	289	309
JV Advisor (Fall)	180	193	207
Varsity Advisor (Winter)	406	434	464
Varsity Advisor (Winter)	406	434	464
<u>DRAMATICS</u>			
Head Director	675	722	773
Musical Director	905	968	1036
Set Design	300	321	343
<u>PUBLICATIONS</u>			
Yearbook Advisor	675	722	773
Newspaper Advisor	565	605	647
Literary Magazine Advisor	272	291	311
<u>TICKET COORDINATION</u>			
Coordinator	905	968	1036
<u>CLASS ADVISORS</u>			
Senior Class	339	363	388
Senior Class	339	363	388
Senior Class	339	363	388
Junior Class	339	363	388
Sophomore Class	339	363	388
Freshman Class	339	363	388
<u>CLUBS</u>			
Jr. Classical League	240	257	275
Math League-County	240	257	275
Math League - State	240	257	275
Model U.N.	240	257	275
National Honor Society	240	257	275
Student Council	240	257	275
Debating Team	588	629	673
V.I.C.A.	240	257	275

Schedule E  
SALARY GUIDE SUPPLEMENT  
RAMAPO RIDGE SCHOOL

<u>POSITION</u>	<u>SALARY</u>		
	<u>1982-83</u>	<u>1983-84</u>	<u>1984-85</u>
<u>TENNIS</u> Coach	256	274	293
<u>WRESTLING</u> Coach	473	506	541
<u>GYMNASTICS</u> Coach	256	274	293
<u>DRAMATICS</u> Sponsor	256	274	293
<u>EARLY A.M. GYM ACTIVITIES</u> Coach	256	274	293
<u>VOLLEYBALL</u> Coach	256	274	293
<u>SOCCER, HOCKEY, BASKETBALL, COURTBALL &amp; OTHER GROUP ACTIVITIES</u> Coach	473	506	541

Schedules D and E reflect increases in stipends paid to extra-curricular activity sponsors of 10% over 1981-82 stipends in 1982-83, 7% over 1982-83 stipends in 1983-84, and 7% over 1983-84 stipends in 1984-85.



7. Evidence of Instruction in Keeping with Local Policy

8. Appropriate Instructional Techniques

9. Appropriate Instructional Content

10. Evidence of Teacher-Student Rapport

11. Evidence of Student Learning

12. Evidence of Evaluation of Student Learning

Additional Comments

Observer's Signature

Date Signed

Teacher's Signature

Date Signed

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. 6:3-1.21, (f) 1-5

Signed \_\_\_\_\_  
Supervisor

Date \_\_\_\_\_

Signed \_\_\_\_\_  
Teacher

Date \_\_\_\_\_

\*If requested by either party

Teacher Comments: (to be placed on a separate sheet and attached if necessary).