

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, 2014 to June 30, 2015

NEGOTIATING TEAMS

**Agreement
July 1, 2014 – June 30, 2015**

Mahwah Board of Education

Mahwah Education Association

Dr. C. Lauren Schoen, Superintendent
Dennis Fare, Assistant Superintendent
Edward J. Deptula, Business Administrator

Board of Education Negotiators

Charles Saldarini, Chairperson
Peter Wendrychowicz, Board Member
Douglas D'Angelo, Board Member
Richard DeSilva, Board Member

MEA Negotiating Team

Co-Chairpersons:

Suzanne Dorsa, MEA President
Regina Guth, Teacher

Teachers:

Laura Beattie
William Howe
Beth Marren
Henry Kuipers
Jennifer Fitzgerald
Beth Marren

Support Staff:

Peter Meyer

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PART I

TERMS AND CONDITIONS APPLICABLE TO
THE ASSOCIATION AND TO ALL UNIT MEMBERS

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Mahwah Education Association as the majority representative for all teachers, certified school nurse-teachers, and non-certified school nurses, secretaries, custodial/maintenance employees, and bus drivers employed by the Board, except the following:

Superintendent
Assistant Superintendent
Principal
Assistant Principal
Director
Supervisor
Supervisor of Buildings and Grounds
Business Administrator
Secretary to the Superintendent
Secretary to the Assistant Superintendent
Secretary to the Business Administrator
Transportation Coordinator
Manager of Information Systems
Computer Technician
Paraprofessionals

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

ARTICLE 2

NEGOTIATION PROCEDURE

Negotiations shall be held in accordance with the rules and regulations of the Public Employment Relations Commission. 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 3

BOARD RIGHTS AND RESPONSIBILITIES

- A. 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:
1. the right to direct employees of the School District;
 2. to hire, promote, transfer, assign and retain employees in positions in the School District, and to suspend, discharge or take other disciplinary action against employees as permitted under Title 18A;
 3. to relieve employees from duty as defined under Title 18A;
 4. to maintain the efficiency of the School District operations entrusted to them;
 5. to determine the general policy by which such operations are to be conducted; and
 6. to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.
- B. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. In addition, representatives of the Board and of the Association shall meet at reasonable times and negotiate in good faith with respect to:
1. grievances;
 2. the terms and conditions of employment; and
 3. rates of pay, hours of work, and other conditions of employment.
- C. 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 increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow the procedures set forth in "Supervision and Evaluation Procedures."
1. 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.
 2. 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.

3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. 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, to the employee concerned.

ARTICLE 4

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. In the event of privatization, at least three (3) months prior notice will be given to unit members.
- H. 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.

- I. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, information which may be necessary for the Association to process any complaints, grievances, and/or negotiations.

ARTICLE 5

SICK LEAVE

- A. All twelve (12) month employees shall be entitled to twelve (12) sick leave days per year with pay, all eleven (11) month employees shall be entitled to eleven (11) 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 work day of the work year, whether or not they report for duty on that day. Employees who commence employment with the Board after the last day of the first month of their regular work year, i.e., July or September, shall be credited with one (1) sick leave day for each full or partial month remaining in the work year. An employee's allocation of sick leave days, either full or pro-rated, shall be credited to the employee on the first day of work.

Unused sick leave days shall be accumulated from year to year with no maximum limit. Unused personal days may be accumulated as unused sick leave at the rate of one (1) sick day for each unused personal day. 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.

- 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 N.J.S.A. 18A:30-6.
- C. Employees terminating their contract with the School District will be reimbursed at the rate of 33 1/3 % (computed on the basis of 200 days per year for ten (10) month employees, 220 days per year for eleven (11) month employees and 240 days per year for twelve (12) month employees) of their final 12 months' 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 33 1/3 % provided

that the maximum amount upon which 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 33 1/3% 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 33 1/3% up to a maximum of 120 days. Eligibility will begin with the 4th year of continuous service.
4. Payment of this severance money shall be made in (a) two equal payments over two school fiscal years, effective with the first year that the unit member leaves the District, (b) two equal payments over two school fiscal years, effective with the second year after the unit member leaves the District, (c) two equal payments over two school fiscal years, beginning with the third year after the unit member leaves the District or (d) three equal payments over three school fiscal years, effective with the first or the second year after 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 who take a pension retirement (TPAF or PERS) will be given the opportunity of continuing coverage under the dental and prescription insurance, if provided by the Board as separate plans, at their own expense until they reach the age of sixty-five (65).

ARTICLE 6

TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-cumulative leave of absence with full pay each school year.
1. Four (4) days' personal leave of absence for 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 one of the reasons above for taking such leave. Unused personal days may be accumulated as unused sick leave at the rate of one (1) sick day accumulated for each personal day not used in a given year. Three (3) or more consecutive personal days, and personal days

preceeding or following holiday/vacation periods, may only be taken with written approval of the Superintendent.

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 Principal. Following such a conference and/or visiting other schools, a written report must be submitted to the principal. The length of the report is not required to be more than one page typed doubled spaced.
 5. Up to a total of three (3) 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. Bereavement Days:
 - a. Up to five (5) work days at any one time for the death of an employee's spouse/partner, child, parent, brother, sister, parents-in-law or grandchild.
 - b. Up to three (3) work days in the event of the death of an employee's grandparents.
 - c. Up to two (2) work days in the event of the death of an employee's other relatives.
 - d. One (1) day for the death of non-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 employee is entitled.

ARTICLE 7

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, or serves as an exchange teacher or overseas teacher, and is either a full-time participant in 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/partner, 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 an 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. 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.
- F. Any unit member may request a child care leave, without pay, and such leave will be granted by the Board. Such leave will commence at a time mutually acceptable to the Board and the unit member. The unit member shall be entitled to take leave for the following duration: the balance of the school year following the birth of a child and up to two (2) additional school years, with a return to employment in September of the third school year following the childbirth. To be eligible for a second two (2) year maternity leave, the employee must work a minimum of one school year in between leaves.

Any employee adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of 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.

- G. Leave extensions will be considered on a case-by-case basis and extended at the discretion of the Board, upon the 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 commence at the beginning of a semester or given school year for any extended leave beyond Family Medical Leave Act and maternity leave.
 - 1. Upon returning 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 the 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 the full year.

A unit member shall not receive increment credit for time spent on a leave granted pursuant to sections B, C, or 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.

- H. All extensions or renewals of leaves shall be applied for, and answered, in writing if granted or denied.

All employees on an extended leave of absence must give notice of return by March 1 of the school year preceding their return.

ARTICLE 8

INSURANCE PROTECTION

- A. The Board shall provide health care insurance protection greater than or equal to the New Jersey School Employees Health Benefit Program as offered by the New Jersey Department of the Treasury Division of Pensions and Benefits or another Program if mutually agreeable to the Board and the MEA.
- B. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums, as agreed upon above, to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.

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

Employees, through payroll deduction, shall contribute to the premiums for insurance as mandated by P.L. 2011 Chapter 78.

- 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. For the duration of this Agreement, the Board shall pay the full premium for a dental plan for each employee and his/her dependents. Employees, through payroll deduction, shall contribute to the premiums for insurance as mandated by P.L. 2011 Chapter 78 (if applicable).
- E. 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.

The Board shall provide prescription insurance with a five (\$5.00), ten (\$10.00) and twenty-five (\$25.00) co-pay prescription plan for generic, preferred brand and non-preferred brand drugs, respectively, for each employee and his/her dependents, if dependents are covered, as provided in Article 8 A above or another program if mutually agreeable to the Board and the MEA. Employees, through payroll deduction, shall contribute to the premiums for insurance as mandated by P.L. 2011 Chapter 78.

- F. Health insurance coverage shall continue for employees who are called up to active military service.
- G. There shall be a voluntary health insurance waiver plan for employees eligible to receive family or spouse/partner coverage.

- 1. Employees who are eligible and who voluntarily elect to waive coverage shall be entitled to receive the following:

- 2011-2012 - \$3,750
- 2012-2013 - \$3,000
- 2013-2014 - \$3,000
- 2014-2015 - \$3,000

- 2. Payment of the waiver amount shall be made on the last workday of the school year in which the insurance coverage is not in effect.
- 3. Employees can waive coverage for part of the year, as allowed by New Jersey School Employees Health Benefit Program guidelines and procedures, and receive a pro-rated payment.
- 4. Employees who have no other comprehensive family or spouse/partner insurance shall not be permitted to waive coverage. Proof of insurance must be supplied as per New Jersey School Employees Health Benefit Program requirement.

5. An employee who waives coverage may re-enroll for the next year during the open enrollment period or due to a life-changing event.
6. Any employee who initially waives coverage and then is eligible to re-enroll shall:
 - a. Notify the business office immediately.
 - b. The business office will arrange for coverage with the current carrier as soon as permissible.

ARTICLE 9

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 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education.

ARTICLE 10

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.

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.

ARTICLE 11

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 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 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 supervisor, 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 are 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 twenty (20) 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 twenty (20) days from the time of the occurrence, or the time that 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 seven (7) 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 seven (7) 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 receiving the grievance, fix a time and place for a meeting with the aggrieved person. Said meeting is to take place no later than seven (7) calendar days after receipt of the grievance.
- C. The Superintendent shall present his/her written determination to the aggrieved person within five (5) calendar days from said meeting date.

LEVEL III

- A. In the event that the grievance is not resolved to the satisfaction of the aggrieved person 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 at the next regularly scheduled Board 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 Association may submit the grievance 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 parties on the question.

- D. The arbitrator has thirty (30) days from the close of the hearing in which to render his/her award.
- 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 12

NOTIFICATION OF CONCERN

If a concern about any aspect of an employee's responsibilities outside the instructional observation and evaluation process arises, it will be discussed between the employee and his/her supervisor and/or principal. If it is not resolved in an informal discussion, the steps outlined below will be followed. Any situation deemed "conduct unbecoming" or "insubordination" will be addressed at the superintendent's level.

Step 1:

The supervisor and/or principal shall discuss the concern with the employee and develop a plan for improvement. A written record, including topic and plan for improvement, will be dated and signed by both parties indicating that a conference was held, and the written record placed in the personnel file. If the employee refuses to sign the notification of concern within five (5) school days, a copy of the notification shall be placed in the employee's personnel file with a dated notation that the employee failed to sign and return the written record within the time period specified. The employee has the right to submit a response within five (5) school days, and it will be attached to the notification of concern. Step 1 may be waived if the concern is sufficiently serious.

Step 2:

In the event that this or any other concern continues to exist, or having been corrected, again exists, this shall be communicated by the supervisor and/or principal to the employee via a notification of concern. Another conference is to occur in which the plan for improvement will be reviewed and further recommendations will be made. At that time, reference may be made in the written report to any prior conferences. A written record, including topic and plan for improvement, will be dated and signed by both parties indicating that a conference was held, and the written record will be placed in the personnel file. If the employee refuses to sign the notification of concern within five (5) school days, a copy of the notification shall be placed in the employee's personnel file with a dated notation that the employee failed to sign and return the written record within the time period specified. The employee has the right to submit a response within five (5) school days, and it will be attached to the notification of concern.

Step 3:

If this or any other concern continues to exist, the supervisor and/or principal shall write a final notification of concern to the employee. Copies will be forwarded to the superintendent and the assistant superintendent, and may result in an increment denial or other appropriate action. A written record, including topic and plan for improvement, will be dated and signed by both parties indicating that a conference was held, and the written record will be placed in the personnel file. If the employee refuses to sign the notification of concern within five (5) school days, a copy of the notification shall be placed in the employee's personnel file with a dated notation that the employee failed to sign and return the written record within the time period specified. The employee has the right to submit a response within five (5) school days, and it will be attached to the notification of concern. Procedural Rights: At each step in this process the employee is entitled to MEA representation.

ARTICLE 13

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 Association and the Board, with each party paying an amount of the cost corresponding to the amount of copies needed.
- 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
to the Board at: | Administrative Offices
60 Ridge Road
Mahwah, New Jersey 07430-2094 |
| 2. | If by Board
to the Association at: | Mahwah Education Association
c/o The President
P. O. Box 841
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 business authorized by the Superintendent or his designee, they shall be compensated at the rate set by state regulations.

PART II

TERMS AND CONDITIONS APPLICABLE TO CERTIFICATED STAFF

ARTICLE 14

TEACHER RIGHTS

- A. No tenured teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure set forth herein, unless another procedure for review is mandated by statute.
- 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 an Association 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 15

TEACHER WORK YEAR AND WORK DAY

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. Within regular school hours, teachers are entitled to defined work schedules on which they can rely. Schedules will be fairly and evenly maintained throughout the school system, except in emergencies.

A. Teacher Work Year

The teacher's work year shall consist of not less than one hundred eighty (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-six (186) 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. In the event that it is necessary to close school due to inclement weather or other emergency, the snow days built into the school calendar shall be first utilized. In the event that snow days built into the school calendar are not used,

the school calendar shall be amended so that the teachers' work year shall not exceed one hundred eighty- six (186) days.

B. Teacher Work Day

1. 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.
2. 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. No teacher is required to work beyond the regular work day or work year, as stipulated in this Agreement, without compensation. Unit member participation in extra-service activities shall be compensated according to the rate of pay in the attached schedules.
3. 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. Curriculum work shall be compensated at the negotiated rate and when possible done outside the school day.
4. Teachers may be required to return to school not more than three evenings during the school year.
5. Effective September 1, 2012, teachers will remain after school three times per month for administratively led meetings. These meetings may last up to 60 minutes, and only one meeting will take place in a given week. Each building will attempt to schedule meetings around holidays, report card due dates, conferences, and other building schedules and needs. Wednesdays are to be reserved for such meetings, unless another meeting day and time are mutually agreed upon by administration and staff.
6. First year teachers may be required to attend additional meetings throughout the year.
7. Exceptions to the provisions of Article 15 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.
8. 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.

9. 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.
10. 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 negotiated rate.
11. All teachers assigned to more than one (1) building will have a reasonable amount of transition time. This will be in addition to the regularly scheduled preparation period.
12. All teachers shall have released time during regular school days to have administratively scheduled conferences with parents including IEP and I&RS meetings. Single 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.
13. Any teacher who does bus duty/lunch duty will be compensated at the negotiated rate.

ARTICLE 16

TERMS AND CONDITIONS APPLICABLE TO TEACHERS IN GRADE LEVELS 6-12

- A. High school teachers will be assigned five (5) instructional periods, one supervisory period, a duty-free lunch, and two preparation periods. When administratively possible, teachers will not be assigned to teach more than three classes in a row. Teachers will have at least one preparation period per day. Teachers will operate on a rotating four (4) week flexible schedule. During the four (4) weeks of a cycle, teachers will have an average of 1,050 minutes per week of instructional time. During any week within the four (4) week cycle, the instructional time may be less than or exceed the 1,050 minutes. The total instructional time for the four (4) week cycle shall not exceed a total of 4,200 minutes (an average of 210 minutes per day.) Middle school staff will provide pupils with 1,125 minutes of instruction per week (225 minutes per day).
- B. Any teacher who consents and is assigned to teach one extra period each day shall be compensated at the rate of one-sixth (1/6) of their annual contracted salary. If this additional assignment is less than five periods per week, the extra compensation shall be prorated.

- C. Where administratively possible, teachers shall not be required to teach classes requiring more than two preparations per day. Teachers shall not be required to change their teaching stations more than two (2) times during the school day.
- D. All grade 6-12 teachers will have one period per day for a duty-free lunch.
- E. Teachers who collaborate with more than one teacher or have five (5) preparations shall not be assigned duties at the high school.
- F. The following days will be designated as single session days: Graduation/Promotion.
- G. Lunch periods for Freshman Advisory Duty teachers will be provided during either fourth (11:24) or fifth (12:23) time block on days the duty meets.

ARTICLE 17

TERMS AND CONDITIONS APPLICABLE TO TEACHERS IN GRADE LEVELS K-5

- A. The weekly teaching load in the elementary schools shall not exceed twenty-five (25) hours of pupil contact per week.
- B. Teachers shall have a daily duty-free lunch period of at least one (1) hour.
- C. Specialized area teachers (i.e., music, art, etc.) shall be assigned no more than six (6) instructional periods per day. For purposes of this section, the assignment of two (2) twenty (20) minute teaching periods shall be deemed an assignment of a single teaching period.
- D. The last two (2) days of school shall be single session days. Teachers may leave forty-five (45) minutes after the instructional day ends on these four-hour sessions.
- E. Teachers may be required to perform short-term assignments, if necessity demands. Short-term assignments shall be equitably distributed.
- F. In the event that substitutes are not available in special areas, any teacher who consents and is assigned to teach one extra period each day shall be compensated at the negotiated class coverage rate. In the event that substitutes are not available for regular classrooms, it will be at the discretion of the principal to reassign students from that class into other classes at the same grade level.
- G. The following day will be designated as a single session day: Curriculum/Family Night.

ARTICLE 18

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 assistants 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 19

TEACHERS' SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in schedules (i.e. Schedule A), which are attached hereto and made a part hereof.
 - 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 payday 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.
- B. In September, employees will be paid on the first Friday school is in session, if possible. All other paychecks will be distributed, as in the past, twice a month.
- C. Child Study Team and Guidance Counselors will be paid at their per diem rate for any summer work. In addition, any teacher who attends an IEP meeting in the summer will be paid at his/her per diem rate, pro-rated.

ARTICLE 20

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 by June 15. Where possible, extra-duty assignments and coaching assignments for the fall of the forthcoming school year will be given by June 15 as well. Subsequent changes are at the discretion of the principal, athletic director and Central Office 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.

Special area teachers will meet with principals/supervisors to develop the master schedule. This will occur prior to June 15.

ARTICLE 21

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 web page. All applications should be in writing and addressed to the Assistant 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 22

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.

ARTICLE 23

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 24

PROFESSIONAL DEVELOPMENT

Educational Improvement

- A. The Board and the Association recognize that an ongoing commitment to a relevant and comprehensive program of continuing education is vital to maintaining and improving the high quality of education that students require in order to attain their personal and professional goals. Rapidly changing technologies and teaching methods must be learned, evaluated for appropriateness, and applied to the classroom situation to achieve maximum learning of relevant skills. The Board recognizes that it shares with its professional staff, responsibility for the continued education of the teaching staff.
- B. The Board agrees to pay the full cost of tuition, fees, mileage expenses, calculated at the prevailing rate established according to state regulations, 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.

Assessment Procedures

A. General Provisions

Application of this Article - The procedures for Professional Development and Assessment herein set forth shall apply to the members of the professional certified staff of the Mahwah School District (hereinafter called Teachers).

B. The Pre-observation Conference

1. The purpose of the pre-observation conference 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. The teacher shall have his/her lesson plans available for the supervisor.
2. A tenured teacher has the right to additional observations. Upon the teacher's request, these observations will be conducted by a supervisor other than the one(s) who conducted previous observations during the current evaluation period.
3. 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 five (5) school days, or, if the teacher or supervisor is absent, at the earliest possible time after the observation.

ARTICLE 25

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 and make arrangements for their realization.
- C. Enrollment shall be made on a first-come, first-served basis if more teachers apply than the number desired by the instructor.
- D. 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 and the Assistant Superintendent.
- E. No more than six (6) in-service credits may be used for movement between columns on the salary guide.
- F. Tuition Reimbursement
 - 1. An allowance of \$1,450 will be paid by the Board toward the cost of tuition for the 2014-2015 school years. No more than six (6) credits will be reimbursed in one year. Courses must have prior approval of the Superintendent or Assistant Superintendent and be toward the attainment of an educational or professional goal. Approved courses will include interactive distance-learning courses that, through the technology, allow the MEA member to interact with the instructor and other students in the class. Teachers in the Middle School and special education teachers K-12 shall be allowed to use tuition reimbursement for undergraduate credits needed to comply with certification standards under the Elementary Secondary Education Act/No Child Left Behind Act. Six of these credits may be used for column movement.
 - 2. Individual graduate courses or master's programs must be directly aligned with teaching assignments or with the department, building, and/or district goals to be considered for tuition reimbursement and movement across guide.
 - 3. Approval for master's degrees beyond the area of teaching responsibility will only be considered for tuition reimbursement and movement across the guide once the teacher has obtained a master's degree in his/her teaching content area.
 - 4. Reimbursement for courses taken will be made when a bursar's receipt and a purchase order with proof of payment are 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. All requests for tuition

reimbursement for the current school year must be received by the Superintendent no later than June 15.

5. 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 labeled C.E.U.'s), when the professional meets the following requirements:
 - a. The course or seminar content is directly related to the teacher's current instructional assignment.
 - b. The teacher does not request credit towards salary guide lateral column changes.
 - c. The teacher has funds available within the negotiated annual reimbursement limits.
 - d. The teacher has been a member of the Mahwah professional staff for at least 3 years.
 - e. 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.
6. Up to \$100.00 from tuition reimbursement may be applied for training conferences, workshops and seminars that are directly aligned with PDP, department, building, and/or district goals to be considered for approval. Teachers at MA-60 may use up to \$300.00 per year. This cannot be applied towards courses offered by the PDI. Courses must have prior approval of the building principal and the Superintendent or Assistant Superintendent.

ARTICLE 26

SABBATICAL LEAVES

Effective 2009-2010, 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.
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.
- 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 27

SUPERVISION AND EVALUATION PROCEDURES CERTIFICATED STAFF

1. Teacher supervision and evaluation shall be conducted in accordance with the document entitled "Professional Development and Assessment Plan," included herein.
2. Central Office personnel may participate in the evaluation process of non-tenured teachers.

PART III

TERMS AND CONDITIONS APPLICABLE TO SECRETARIES

ARTICLE 28

GENERAL CONDITIONS OF EMPLOYMENT

A. The Work Year

Secretarial personnel shall be employed on a ten (10) month contract from September 1 to June 30, or an eleven (11) month contract for the period July 1 to June 30, or a twelve (12) month contract from July 1 to June 30, 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. Summer hours for secretaries shall be thirty-two and one half (32.5) hours per week with a half-hour (1/2) lunch per day.

B. The Work Week and Day

The work week shall consist of 35 hours from Monday through Friday, 7 hours per day. An unpaid hour 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. If, in an emergency, a secretary is assigned to a higher classification level, he/she will receive the salary commensurate to that level if so assigned for five (5) or more consecutive days, retroactive to the first day. 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. Holiday Allowance

Every secretarial employee shall be entitled to paid holidays recognized by the Board of Education, as follows: 10 paid holidays for 10-month employees, 11 paid holidays for 11-month employees; and 12 paid holidays 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. The holiday schedule for each succeeding year of this contract will be established by June 1.

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.

D. Vacation Schedules:

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 non-cumulative.

Every secretarial employee shall be entitled to one day of paid vacation for each month of employment under his/her agreement term (10 work days for 10-month employees, 11 work days for 11-month employees; 12 work days for 12-month employees).

During the fifth year of continuous, unbroken service to the District, and thereafter, persons with 10-month contracts shall be entitled to fifteen (15) days of vacation per year, persons with 11-month contracts shall be entitled to sixteen (16) days of vacation per year, and persons with 12-month contracts shall be entitled to seventeen (17) days of 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 twenty (20) days of vacation per year, persons with 11 month contracts shall be entitled to twenty-two (22) days of vacation per year, and persons with 12-month contracts shall be entitled to twenty-four (24) days of vacation per year.

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.

E. Inclement Weather

In the event of inclement weather, all secretaries in the school district shall be allowed to leave along with other staff members

F. 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.

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.

G. Association Meetings

Any secretary who is an officer or representative of the Representative Assembly 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 adequate notice unless meeting is deemed an emergency.

H. 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 29

PROFESSIONAL GROWTH--SECRETARIES

Courses, workshops, seminars, in-service programs and other professional improvement programs can be taken by the secretaries with approval in advance by the Superintendent. The courses and related activities shall be clearly related to the secretary's present assignment. The Board agrees to pay the full cost of tuition exclusively. Courses provided by the Professional Development Institute ("PDI") shall be available for secretaries to audit at no cost to the secretary.

ARTICLE 30

SALARIES - SECRETARIES

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

Longevity payments will be made annually as follows:

6 th year.....	\$ 500.00
11 th year.....	\$1,000.00
16 th year.....	\$1,500.00

21st year \$2,000.00
26th year..... \$2,500.00

ARTICLE 31

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:

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 A	Intermediate School Secretary Library Secretary Coordinator of Substitutes High School Attendance Secretary
LEVEL B	Secretary High School Office Secretary Secretary to Assistant Principal at Middle School Secretary to Supervisors Intermediate School Office Secretary
LEVEL C	Secretary to Principal Secretary/ Curriculum and Instruction Central Office Secretary Secretary to Director of Special Services Secretary to Director of Guidance Secretary to Director of Guidance/ District Realtime Coordinator Secretary to Assistant Principal/ School Security Officer at High School Secretary to Athletic Director Accounts Payable Secretary Payroll Secretary

PART IV

TERMS AND CONDITIONS APPLICABLE TO SUPPORT STAFF

ARTICLE 32

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.

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 33

SALARY, COMPENSATION AND HOURS OF WORK
CUSTODIANS AND MAINTENANCE WORKERS

- A. The salaries of all custodians and maintenance workers covered by this Agreement are set forth in Schedules C and D, which are attached to this Agreement and made a part hereof.
- B. The regular work week for full-time employees shall be thirty-seven and one half (37.5) hours with two and one half (2.5) hours per week for lunch (one half hour per day). In the case of an emergency, a custodian may be asked to work forty (40) hours per week with an additional half hour for lunch above the forty 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
Memorial Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day
and
New Year's Day – 3x 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. 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.
- F. 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.
- G. It shall be clearly understood by both parties that the salary schedules 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

H. 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 negotiated rate of pay, snow days are not included.

- I. The Board shall provide each employee up to \$100 per year for one pair of work shoes. A receipt shall be required for payment.
- J. An employee who is unable to take a scheduled lunch period, due to the assignment of duties by an administrator, shall be compensated for the loss of said lunch period, provided that the assignment is confirmed in writing by the building principal.
- K. For the duration of this contract, longevity payments will be made to full-time employees (30 hours or more per week) annually as follows:

Longevity payments will be made annually as follows:

11 th year	\$1,000.00
16th year	\$1,500.00
21st year	\$2,000.00
26th year	\$2,500.00

L. Commercial Driver's License (CDL):

Any member of the District's custodial/maintenance department is eligible to secure a CDL from the State of New Jersey. Only those people requested by the Board to secure said license will be reimbursed for same. The District will schedule during the employee's work day sufficient time for training on District-owned equipment. The District will also permit the maintenance employee to use District-owned equipment in taking the behind-the-wheel test. In addition, the District will reimburse maintenance personnel the current fee necessary to maintain the CDL.

ARTICLE 34

TRANSFER AND REASSIGNMENT CUSTODIANS AND MAINTENANCE WORKERS

Employees desiring a change in employment shall submit 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.

ARTICLE 35

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 36

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 37

CUSTODIAL AND MAINTENANCE WORKER EMPLOYEE IMPROVEMENT

Those employees who hold legitimate and certified boiler licenses shall receive an annual stipend of \$900 for the 2014-2015 school years.

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

ARTICLE 38

HOLIDAY SCHEDULE
CUSTODIAL AND MAINTENANCE WORKERS

Every custodial/maintenance employee shall be entitled to paid holidays recognized by the Board of Education, as follows: 12 paid holidays for 12-month employees within the contract period. Ten-month (10) unit members shall have ten (10) regular paid holidays. 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. The holiday schedule for each succeeding year of this contract will be established by June 1.

ARTICLE 39

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.

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 non-cumulative.

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

- B. 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
 - 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 40

WORKING CONDITIONS APPLICABLE TO ALL BUS DRIVERS

- A. All contract bus drivers will be given the opportunity to do charter runs. The contract bus driver with the least number of weekly hours of employment will always be asked first before an employee with a greater number of weekly hours of work. The intent of this provision is to afford contract bus drivers the right of first refusal for any “charter runs.” There shall be no additional overtime costs as a result of this proposal.
- B. The salaries for all bus drivers covered by this Agreement are set forth in the negotiated salary guide.
- C. Bus drivers who are asked to work on Thanksgiving Day or Memorial Day shall be paid at three times (3x) the hourly rate.
- D. For the duration of this contract, longevity payments will be made to contract employees (30 hours or more per week) based on initial date of hire, annually as follows:

11 th year.....	\$1,000.00
16 th year.....	\$1,500.00
21 st year.....	\$2,000.00
26 th year.....	\$2,500.00

ARTICLE 41
MAHWAH TOWNSHIP PUBLIC SCHOOLS

EVALUATION
NON-CERTIFIED SCHOOL NURSES

Employee: _____

Date: _____

Major Areas of Responsibility	Exceeds Expectations	Meets Expectations	Needs Improvement
1. Assists in supervision of cafeteria			
2. Assists in supervision of playground			
3. Assists in preparation of classroom materials			
4. Assists in supervision of students prior to class and at end of day			
5. Works well with colleagues			
6. Completes assigned tasks in timely manner			
7. Maintains confidentiality where appropriate			
8. Appears for work on time and neatly attired			
9. Maintains a professional demeanor			

Comments:

Principal: _____

Date: _____

Employee: _____

MAHWAH TOWNSHIP PUBLIC SCHOOLS

NON-CERTIFIED EMPLOYEES' EVALUATION FORM

SECRETARY

EMPLOYEE:	DATE:
POSITION:	LOCATION:

Major Areas of Responsibility

Unsatisfactory Satisfactory Superior

Carries out all assigned tasks with a high level of competence.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhibits interpersonal skills sufficient to maintain a building/District team.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Shows sensitivity in dealing with the public.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains confidentiality where appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appears for work on time and neatly attired.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Supervisor: _____

Date: _____

Employee: _____

Date: _____

**EVALUATION FORM
NON-CERTIFIED EMPLOYEES/CUSTODIAL/MAINTENANCE**

EMPLOYEE: _____ TITLE: _____

ASSIGNED AREA: _____

DATE: _____ CONFERENCE DATE: _____

	Unsatisfactory	Needs To Improve	Satisfactory	Superior
1. Efficiently maintains assigned area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Completes all assigned tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Performance under pressure, emergencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Exhibits interpersonal skills:				
(a) With co-workers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) With general staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Personal appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Special Comments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Overall rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Supervisor: _____ Date: _____

Employee signature: _____ Date: _____

MAHWAH TOWNSHIP PUBLIC SCHOOLS
TRANSPORTATION DEPARTMENT

BUS DRIVER EVALUATION FORM

Employee: _____

Date: _____

	Unsatisfactory	Satisfactory	Superior
Appears for work on time and appropriately attired.			
Carries out all assigned tasks with a high level of competence.			
Follows bus driver safety requirements.			
Consistently checks bus to assure optimum operational capability.			
Maintains cleanliness of bus.			
Exercises good judgment when dealing with student behaviors.			
Exhibits interpersonal skills with staff, parents and students.			
Maintains confidentiality where appropriate.			

Comments:

Supervisor: _____

Date: _____

Employee signature: _____

Date: _____

**MAHWAH TOWNSHIP PUBLIC SCHOOLS
COACHING EVALUATION**

NAME: _____ **Position:** **HC** **AC**

Year: _____ **Sport:** _____ **Level:** **V** **JV** **F** **MS**

Standard 1: Understands coaching responsibilities As they relate to coaching performance	Exceeds Standards	Meets Standards	Does Not Meet Standards
Has a strong knowledge of the game and teaches fundamentals, skills, and strategies that lead to success.			
Implements the district's athletic philosophy and shows evidence for attaining set goals for team and individual athletes to achieve accordingly.			
Promotes the physical, mental, and emotional growth of athletes.			
Seeks to enhance knowledge of the sport through attending clinics, workshops, current literature, etc.			
Demonstrates enthusiasm and a positive attitude in motivating athletes.			
Provides constructive feedback to athletes to develop and improve their performance.			
Establishes and consistently enforces team rules and policies necessary for promoting team discipline.			
Controls personal emotions and actions in competitive/stressful situations, and practices professional communications with officials.			

Standard 2: Possess and exhibits valuable management and organizational skills needed to sustain and enhance the athletic program	Exceeds Standards	Meets Standards	Does Not Meet Standards
Builds program continuity by utilizing the progressive drills, skills, and terminology from middle school through varsity teams.			
Effectively organizes time, space and equipment for instruction to maximize time on task.			
Establishes and maintains practice routines and procedures.			
Establishes team goals.			
Assists students in establishing individual athletic goals.			
Organizes staff effectively; appropriately delegates responsibilities to assistant coaches.			
Keeps accurate records and reports results of contests to the Athletic Director.			
Takes care of equipment, follows inventory procedures, distribution, collection and storage.			
Provides proper supervision of athletes on buses, in locker rooms, and other athletic venues.			
Develops an off-season and pre-season skill development plan and recommends opportunities to the student athlete to develop these skills.			
Knowledgeable about and implements the district's harassment, intimidation, bullying, and hazing policy as well as the drug, alcohol, and chemical compounds policy.			

Reports all injuries to the school nurse or the athletic trainer no later than the following school morning after a practice or contest.			
Maintains appropriate building security measures by following appropriate procedures.			

Standard 3: Practice effective communications to support school/parent and community collaboration toward common goals.	Exceeds Standards	Meets Standards	Does Not Meet Standards
Maintains good communication and cooperation with the athletic director and school administration.			
Facilitates communication between all levels of the program (MS, F, JV, V, and township recreation).			
Prepares practice plans and communicates them to the staff in advance of practices.			
Communicates effectively with athletes, parents and administration.			
Communicates rules, regulations, expectations and policy of the program to the students and parents/guardians.			
Offers an “open door” policy of communication to players and parents by being approachable, accountable and organized.			
Keeps Athletic Director and Principal informed of situations or problems concerning student athletes.			
Communicates in a timely manner and cooperates effectively with the press and media.			
Submits requested reports in a timely manner including league, county and state tournament entries.			

Standard 4: possesses those qualities and characteristics required to serve as a positive role model, as a coaching colleague, and a representative of the Mahwah Township Public Schools.	Exceeds Standards	Meets Standards	Does Not Meet Standards
Purposefully demonstrates a caring attitude towards student athletes both on and off the playing field.			
Always puts the best interest of student athletes as a team first.			
Maintains a positive attitude and leads by example.			
Demonstrates a passion and love for the sport.			
Works cooperatively with colleagues and administrators.			
Follows the policies and procedures of the athletic department, NBIAL, and NJSIAA.			
Attends rules meetings offered by the appropriate sanctioning groups in order to be informed of rule changes and current issues.			
Supports other high school athletic programs.			
Exhibits good sportsmanship and conduct.			
Assists student athletes with college plans and the NCAA Clearing House process.			

Comments:

	Summary Recommendation
	Recommended for appointment for the following school year.
	Recommended for appointment for the following school year with the expectation that the areas reflected in this document show adequate improvement during the next coaching season.
	Not Recommended for appointment for the following school year.

Coach's Signature: _____ **Date:** _____

Athletic Director's Signature: _____ **Roger L. Pelletier** **Date:** _____

Principal's Signature: _____ **John P. Pascale** **Date:** _____

(Signature indicates receipt of evaluation report, but not necessarily agreement. The coach has the right to attach comments to this document. Document should be returned within five (5) school days of receipt.)

PART V

ARTICLE 42

PROFESSIONAL DEVELOPMENT AND ASSESSMENT PLAN

GOALS

The professional development and assessment process for certified staff will:

Assess and review performance in a setting appropriate to the position description.

Recognize and promote quality instruction.

Support clearly articulated goals for students.

Foster a deeper understanding of subject matter, a greater understanding of learning, and greater appreciation of student needs.

Enable teachers to exercise control over their professional development

Encourage teachers to question assumptions, reflect on their practice, challenge research findings, and evaluate alternatives.

Promote trust among teachers, supervisors, and administrators that allows exciting and productive relationships.

PROFESSIONAL DEVELOPMENT AND ASSESSMENT

PROCEDURES

A. General Provisions

Application of this Article - The procedures for Professional Development and Assessment herein set forth shall apply to the members of the professional certified staff of the Mahwah School District (hereinafter called Teachers).

B. The Pre-observation Conference

1. The purpose of the pre-observation conference 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. The teacher shall have his/her lesson plans available for the supervisor.
2. A tenured teacher has the right to additional observations. Upon the teacher's request, these observations will be conducted by a supervisor other than the one(s) who conducted previous observations during the current evaluation period.
3. 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 five (5) 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.
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.
 - e. Performance data which has not been included in the report prepared by the supervisor may be submitted to the supervisor by the person being evaluated within (10) working days after the signing of the report.
3. Teachers may respond, in writing, within 10 school days. Failure of a teacher to make comments within 10 days shall constitute a waiver of the teacher's right.

G. 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 topic discussed at said Annual Summary Conference shall include those topics required by law and the position description. This conference will occur prior to the writing of the Annual Performance Report

2. The final report shall be signed by the responsible supervisor(s) and two copies of such signed report be given to the teacher within seven (7) 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 five (5) 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 five (5) 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.
7. The annual summary evaluations for non-tenured teachers will be based on the time period between April 30 of one year and April 30 of the succeeding year. All non-tenured teachers will receive their annual summary evaluations by April 30. All other teachers will receive their annual evaluations by May 31. The annual summary evaluation for these teachers will be based on the period between June 1 and May 31 of the succeeding year.

POSITION DESCRIPTION

CLASSROOM TEACHER

CLASSROOM PERFORMANCE

A. KNOWLEDGE

1. Demonstrates knowledge of District and Core Curriculum Standards and Cumulative Progress Indicators.
2. Demonstrates knowledge of and appropriate use of technology.
3. Demonstrates knowledge of subject matter theory and content.
4. Demonstrates knowledge of general education theory and practice.
5. Presents information accurately.

B. PLANNING AND PREPARATION

1. Uses established local and the Core Curriculum Standards and Cumulative Progress Indicators as well as established local and state curriculum objectives in planning lessons.
2. Incorporates appropriate technology into the classroom setting.
3. Writes lesson plans that show thoughtful preparation for unit and day.
4. Plans lessons that have clearly defined objectives, are at the correct level of difficulty, follow logical sequence, and ensure adequate time on task.
5. Plans a variety of activities relevant to the objectives to assure proper learning and practice.
6. Has appropriate materials.
7. Reflects method of assessment in plans.
8. Uses pupil achievement to guide planning and instructional process.
9. Provides for differences in students' rates of learning and accomplishment.
10. Adapts teaching materials and methods to the needs of groups or individual pupils.
11. Reflects homework assignments in lesson plans.
12. Gathers and uses appropriate data and information regarding individuals and/or groups.
13. Reads and implements Individual Education Plan, 504 accommodations, PAC recommendations.

C. INSTRUCTION

1. Introduces the lesson clearly and effectively, stating its purpose, arousing interest, establishing rapport.
2. Teaches to stated objective, which is relevant and fits the students' instructional levels.
3. Develops a lesson that progresses in a logical, incremental, and clear sequence.
4. Monitors student learning as the lesson progresses and adjusts when necessary.
5. Has high expectations relative to scholarship (appropriate to the class), clearly stated and understood.
6. Changes activities and pace when appropriate for maintaining learners' interest and

proper growth.

7. Moves from the known to the unknown.
8. Uses effective questioning skills: to increase students' higher level thinking by moving students from (knowledge, comprehension, application to analysis, synthesis, evaluation).
9. Presents questions, which are relevant to the objective.
10. Allows sufficient wait time for students to respond thoughtfully.
11. Gives adequate and appropriate examples of concepts being taught.
12. Provides sufficient practice of the application of concepts being taught.
13. Differentiates instruction to provide for individual learning styles, attention, and performance.
14. Uses appropriate supplemental and instructional materials, including technology.
15. Summarizes lesson and achieves closure.
16. Introduces next day's lesson.
17. Explains homework that is of proper length, complexity, and value.
18. Provides and encourages time on task.
19. Helps learners recognize the purpose and importance of topics, skills, or activities.
20. Demonstrates enthusiasm for the subject.
21. Involves students in planning and conducting class activities.
22. Supervises and plans for paraprofessionals and volunteers.
23. Presents material to students in clear, concise, and comprehensible language.
24. Uses modeling to demonstrate concepts, skills and techniques.

D. MAINTENANCE OF ENVIRONMENT CONDUCIVE TO LEARNING

1. Has reasonable expectations for student behavior.
2. Maintains control of student behavior.
3. Establishes a discipline plan, system, and set of procedures
4. Utilizes flexible grouping where appropriate.
5. Delivers positive reinforcers.
6. Delivers appropriate consequences when necessary.
7. Consistently applies discipline practices and procedures to all students.
8. Manages transitions effectively with little waste of instructional time.
9. Is a positive model for students in speech, appearance, enthusiasm, and attitude.
10. Maintains an atmosphere of courtesy and cooperation.
11. Recognizes, analyzes, and attempts to correct causes of group or individual unrest.
12. Manages small and large groups effectively.
13. Insures proper use and care of equipment and materials.
14. Maintains a safe, healthful, and attractive classroom.
15. Establishes an atmosphere of mutual respect between student and teacher, as well as student and student.

E. EVALUATION OF STUDENTS

1. Evaluates students in terms of long and short-term objectives.
2. Provides quality, timely feedback to students.
3. Uses a variety of assessment techniques.
4. Is objective and consistent in evaluating students.

5. Assesses student progress with appropriate frequency.
6. Provides students with clear assessment expectations when introducing an assignment.
7. Allows students to demonstrate subject mastery through a variety of choices.

II. NON-TEACHING RESPONSIBILITIES

A. CLERICAL RESPONSIBILITIES

1. Maintains accurate, complete student records.
2. Furnishes report card grades, progress reports, attendance forms, and other information as requested and on time.
3. Provides budget and inventory information as requested and on time.
4. Cooperates in gathering and reporting data.

B. CONTRIBUTES TO THE DEPARTMENT, SCHOOL, AND DISTRICT

1. Makes contributions to improvements such as textbook selection, policy, program, and procedure revision.
2. Takes part in professionally-related meetings.
3. Demonstrates interest in co-curricular activities.
4. Cooperates with colleagues to maintain a positive professional atmosphere.
5. Helps build group morale in carrying out policies and programs.
6. Performs supervisory duties in accordance with guidelines.
7. Participates in collegial visits.

C. PROFESSIONAL PRACTICES

1. Observes school policies and regulations, district philosophy and objectives both within and outside the classroom and complies with State and Federal regulations.
2. Observes the professional code of ethics.
3. Uses correct spelling and grammar, legible handwriting, and proper writing form.
4. Handles information and records in a discreet manner.
5. Follows the chain of command when discussing areas of professional concern.
6. Accepts change in a positive, professional manner.
7. Uses tact and honesty in interactions with colleagues, students, and parents.
8. Is prompt in all areas of responsibility.
9. Is able to solve professionally-related problems independently.
10. Performs according to guidelines activities for stipend and non-stipend co-curricular activities.
11. Maintains regular attendance.

D. COMMUNICATION WITH FAMILIES

1. Communicates student performance effectively through reports and/or conferences.
2. Informs families about the instructional program.
3. Encourages families to participate in the instructional program.

E. PROFESSIONAL GROWTH AND DEVELOPMENT

1. Completes Professional Improvement Plan.
2. Participates in self-assessment activities.
3. Uses local resources available for professional growth.
4. Researches new instructional materials and uses innovative materials with students and/or staff.
5. Participates in organizations, conferences, study, or travel related to instructional responsibilities.
6. Makes steady growth towards achieving the state mandated “100 hours” of professional development.
7. Maintains accurate records of professional development.

Professional Development and Assessment Plan: Non-Tenured Teachers Instructional Skills Model

Procedures for First Year Teachers:

- A minimum of three classroom observations by supervisors and/or administrators is required. Of these, at least two should be observations involving formal pre-and post-conferences.
- Three visits by teacher to colleagues as agreed upon by supervisors and/or administrators.
- Regular visits by a mentor teacher to a provisional teacher. The mentor will provide feedback, coaching and support.
- A professional improvement plan developed collaboratively by the teacher, supervisor, and/or administrator.
- Supervisors and administrators may make brief, informal visits to the classroom.

Procedures for Second and Third Year Teachers:

- A minimum of three classroom observations by supervisors and/or administrators. Of these, at least two should be observations involving pre and post-observation conferences.
- Three visits to colleagues as agreed upon by supervisors and/or administrators.
- Supervisors and administrators may make brief, informal visits to the classroom.
- A professional improvement plan developed collaboratively by the teacher, supervisor, and/or administrator.

Supervisor's Role and/or Administrator's Role:

1. Conduct classroom observations and conferences with teachers and mentors.
2. Communicate regularly with teacher regarding classroom performance.
3. Establish ongoing dialogue with teachers and mentors on the indicators from the job description:
 - a. Knowledge
 - b. Planning and preparation
 - c. Instruction
 - d. Maintenance of environment conducive to learning
 - e. Evaluation of students
 - f. Clerical responsibilities
 - g. Contributions to the department, school, and district
 - h. Professional practices
 - i. Communication with families
 - j. Professional growth and development
4. Develop the *Professional Improvement Plan* with the teacher
5. Facilitate classroom visitations.
6. Identify areas of concern noted during a formal observation and address them by making specific recommendations and suggestions for improvement. The supervisor will provide resources and support for the implementation of this plan.
7. Develop the annual summary evaluation.

Professional Development and Assessment Plan: Tenured Teachers Instructional Skills Model

Requirements:

- A minimum of two classroom observations by supervisors and/or administrators. These two will be followed by a post-observation conference and may be preceded by a pre-observation at the request of either the teacher, the supervisor or the administrator.
- Two visits by teachers to colleagues as agreed upon by supervisors and/or administrators. In grades six through twelve these visits will occur during the visiting teacher's preparation period.
- Supervisors and administrators may make brief, informal visits to the classroom.
- A professional improvement plan developed collaboratively by the teacher, supervisor, and/or administrator.

Supervisor's Role and/or Administrator's Role:

1. Conduct classroom observations and conferences with teacher.
2. Communicate regularly with teacher regarding classroom performance.
3. Establish ongoing dialogue with teachers and mentors on the indicators from the job description.
 - a. Knowledge
 - b. Planning and preparation
 - c. Instruction
 - d. Maintenance of environment conducive to learning
 - e. Evaluation of students
 - f. Clerical responsibilities
 - g. Contributions to the department, school, and district
 - h. Professional practices
 - i. Communication with families
 - j. Professional growth and development
4. Develop the *Professional Improvement Plan* with the teacher
5. Facilitate classroom visitations.
6. Identify areas of concern and address them by developing a plan of action with the teacher. The supervisor will provide resources and support for the implementation of this plan.
7. Develop annual summary evaluation.

**MAHWAH TOWNSHIP PUBLIC SCHOOLS
MAHWAH, NEW JERSEY 07430**

CLASSROOM OBSERVATION REPORT

TEACHER:	DATE OF OBSERVATION:
PRINCIPAL/SUPERVISOR:	TIME:
SUBJECT/GRADE:	SCHOOL:
LESSON:	
<i>The following comments may address several of the components of a good lesson you were asked to consider as you planned, taught, and reflected on the observed lesson.</i>	

A. RATIONALE FOR THE LESSON

B. PLANNING AND PREPARATION FOR THE LESSON:

C. STUDENT ENGAGEMENT DURING LESSON:

D. CLASSROOM ATMOSPHERE/MANAGEMENT DURING LESSON:

E. PACING AND TIMING OF LESSON:

F. TEACHER'S KNOWLEDGE:

G. THE ASSESSMENT OF LESSON:

H. Additional Comments (if applicable):

**Principal's/Supervisor's
Signature** _____ **Date** _____

Teacher's Signature _____ **Date** _____

Teacher's Comments (if requested by either party) are to be placed on extra sheet and attached if necessary.

ANNUAL WRITTEN PERFORMANCE REPORT
MAHWAH PUBLIC SCHOOLS

TEACHER:	DATE (CONFERENCE):
SCHOOL:	DATE (REPORT):
SUBJECT GRADE:	Non-tenured <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 or <input type="checkbox"/> Tenured
PROFESSIONAL DEVELOPMENT HOURS: hours accrued towards "100 Hour" mandate which must be completed by June .	
EVALUATOR(S):	

IMPACT ON STUDENT LEARNING/GROWTH

ASSESSMENT OF STUDENT LEARNING

EVIDENCE TO SUPPORT COMPLETION OF PROFESSIONAL DEVELOPMENT PLAN GOALS

PROFESSIONAL RESPONSIBILITIES

Key: P = Proficient I = Improvement Needed N/A= Not Applicable

Proficient indicates performance is competent and satisfactory

Improvement Needed indicates corrective action is required to achieve proficiency

Not applicable indicates criterion does not apply

Clerical Responsibilities

- Maintains and furnishes accurate academic, disciplinary, and attendance information as requested and on time
- Provides budget and inventory information as requested and on time
- Cooperates in gathering and reporting data

Contributions to the Department, School, and District

- Contributes to improvements in the instructional program, materials, and procedures revision
- Participates productively in professional meetings
- Demonstrates interest in co-curricular/community activities
- Cooperates with colleagues to maintain a positive school climate
- Helps build group morale in carrying out policies and programs
- Performs supervisory duties in accordance with guidelines
- Participates in collegial visits

Professional Practices

- Observes school policies and regulations, district philosophy and objectives, both within and outside

the classroom

Observes the professional code of ethics

Uses correct spelling, grammar, and usage in all written communications

Handles student information and records confidentially

Follows the chain of command when discussing areas of professional concern

Accepts change in a positive, professional manner

Uses tact and honesty in interactions with colleagues, students, and parents

Is able to solve problems professionally

Adheres to guidelines for stipend and non-stipend co-curricular activities

Adheres to contractual daily start and end times

Attendance: illness, personal, professional

Communication

Reports student performance effectively through current and accurate grade book, reports, and/or conferences

Informs families about the instructional program and encourages them to participate

Reads e-mail and responds to e-mail and telephone messages within a reasonable amount of time

Professional Growth and Development

Works successfully towards the completion of the state mandated “100 hours” of professional development

Maintains accurate records of professional development

Completes Professional Development Plan

Participates in self-assessment activities

Uses local resources available for professional growth

Researches current instructional materials and uses innovative materials with students and/or staff

Participates in organizations, conferences, study, or travel supportive to instructional responsibilities

ADDITIONAL COMMENTS

PROFESSIONAL DEVELOPMENT PLAN:

For the 2011-2012 school year, Mr./Mrs./Ms. _____ will:

- Participate in professional organizations and/or attend conferences and workshops as appropriate and collaboratively agreed to with immediate supervisor and/or principal addressing identified professional development goals.
- Work toward accomplishment of department, building, and district goals.

SIGNED _____ DATE _____
SUPERVISOR

SIGNED _____ DATE _____
PRINCIPAL

I acknowledge that I have had the opportunity to review this material with the express understanding that my signature in no way indicates agreement with the contents thereof. I further acknowledge that I also have the right to submit a written response to this document within five school days. The response will be reviewed and attached to this evaluation.

SIGNED _____ DATE _____
TEACHER

Comments attached

Alternative Models
for the
Professional Development
and
Assessment
of
Tenured Teachers

RATIONALE

In effective schools, as in other professional environments, teachers make important decisions about their growth, instructional practices, and continued education. Today, professional development is viewed as a much more inclusive process that broadens the range of activities which directly affects how teachers learn, how they teach, and how they mature intellectually. There are indications that policy makers at all levels are beginning to understand that conventional assessment of teachers reduces the decision-making potential of these educators in schools and may be limiting the direction of curricular and pedagogical practices. Current assessment practices tend to foster the status quo.

Furthermore, teachers are also being asked to assume more responsibility for curriculum development, curriculum assessment, outreach, collaboration with other agencies, and school governance. All of these issues have brought about a renaissance of how we view the teachers and teaching. If we are to mature as a district and accept the challenges of the next century, then we must perceive our teachers as professionals, allow them to be more actively involved in their professional development, allow them to take greater responsibility for their own professional growth, and to make decisions about their own assessment. As a district we must make a definitive shift from the current teacher inspectorial assessment, to an assessment process that is more collegial, reflective, and therefore more professional in design.

In writing new criteria for staff and faculty assessment, this committee directed its energies toward finding alternative and authentic assessment methods that are shared between supervisor and teacher alike. In doing so, we were driven by the basic idea that teaching is a profession and that current teacher assessment limits the potential of teachers. We believe that assessment can, and should, involve much more.

Mahwah schools are about learning and that learning occurs primarily through the efforts and talents of our professional staff. The highest priority of this committee was to create alternative assessments that foster professionalism, support teachers in their work, and make teaching in Mahwah an attractive option for the best and brightest personnel. Like other professions, we recognize that each teacher is an important decision maker and the teaching profession is one in which its practitioners never stop learning better ways of teaching to their students. The continuous examination and modification of practice is essential for professional growth.

GENERAL GUIDELINES

1. The choice of an alternative model must be mutually agreeable to the teacher, supervisor, and/or administrator.
2. The alternative model chosen by a staff member will be reflected in his or her PIP and annual evaluation.
3. Supervisors and/or administrators may conduct traditional observations of teachers who have chosen an alternative model.
4. Supervisors and/or administrators will identify areas of concern and address them by developing a plan of action with the teacher. The supervisor will provide resources and support for the implementation of this plan.
5. Develop the annual summary evaluation.

PORTFOLIOS

Portfolios contain evidence of thoughtful teaching and learning and make the thinking process of the teacher visible. A portfolio is a concrete product that can illustrate what a teacher can do. It is an opportunity for teachers to showcase their professional and personal growth. Portfolios are more than a presentation of artifacts of the profession. They are an opportunity to self-assess, reflect and improve teaching. A typical portfolio might include:

- Examples of student work or achievement
- Classroom materials prepared by the teacher
- Videotaped classroom lesson(s)
- Copy of teachers PIP
- Personal beliefs about teaching and learning
- Reflections on each marking period
- Participation in workshops and other professional development efforts
- Short and long term teaching goals

Process

1. Establish target goals for the year
2. Articulate the intended impact on student learning
3. Decide on a timeline
4. Agree on the date for the observation
5. Implement the plan and collect data
6. Reflect on the results

Supervisor's Role

1. At the Annual Summary Conference and again at the beginning of the year to assist the staff member with the goals, student outcomes and timelines on this professional project
2. Do an observation and discuss results
3. Complete Alternative Classroom Observation Report
4. Periodically review the Portfolio

INTERACTIVE JOURNALS

Description

Interactive journals reflect an ongoing written dialogue between the teacher and supervisor/principal wherein the principal gains a heightened knowledge of the teacher's professional practice, and the teacher engages in authentic professional development through analysis, discussion and reflection of his/her own work.

Journal writing improves collaboration and collegiality. It allows conversations and professional dialogue to be ongoing as opposed to once or twice a year. It creates a permanent record of these conversations. The process is open ended with the posing of questions by both teacher and principal/supervisor encouraged. Journals are much more interactive than traditional coaching and supervisory conferences. Journals serve as both a communication tool and a data source which support reflection, growth, and the linkage of experiences that contribute to a foundation upon which one builds teaching practice.

Process

1. Establish target goals for the year
2. Articulate the intended impact on student learning
3. Decide on a timeline, including frequencies of journal responses
4. Agree on the date for the observation
5. Implement the plan and collect data
6. Reflect on the results

Supervisor's Role

1. At Annual Conference and again at the beginning of the year to assist the staff member with the goals, student outcomes and timelines on this professional project
2. Observe teacher's performance and discuss results
3. Reflect and write journal responses to staff member
4. Complete Alternative Classroom Observation Report

ACTION RESEARCH

Description

Action research refers to a reflective and systematic approach to the resolution of specific classroom problems experienced by a teacher or group of teachers. It begins when teachers seriously examine and reflect about what is happening in their classrooms. It continues when the teacher looks for new ways to meet these challenges. Action research follows a systematic approach to solving classroom problems.

Process

1. Agree with supervisor on goals, student outcomes and timelines.
2. Select a focus/Formulate the problem - Teacher or teachers identify an area of professional concern: e.g., Why is my first period class doing better than my last period English class? Is there any difference in mathematics achievement when I teach it in the morning or in the afternoon? What variables are affecting these issues? What do we need to know? Collect data - Gather data about students and their learning styles by using professional literature, grades, attendance, surveys, interviews, etc.
3. Collect data – Gather data about students and their learning styles by using professional literature, grades, attendance, surveys, interviews, etc.
4. Organize data - Arrange collected information by trends or patterns observed.
5. Establish an observation date
6. Analyze and interpret data - Use the information to gain insights into students' learning behaviors and attitudes and the learning environment. What conclusions, if any, can be developed?
7. Take action - Discuss possible courses of action with colleagues and supervisors.

Supervisor's Role

1. At the Annual Summary Conference and again at the beginning of the year confirm the goals, student outcomes and timelines
2. Observe the problem in the classroom
3. Review the research while in progress
4. Complete the Alternative Classroom Observation Report

CURRICULUM PROJECTS

(Does not include revising or writing District Curriculum)

Description

This model allows the teacher the chance to increase his/her scholarly background by encouraging him/her to examine and analyze pertinent documents. Following the research educators might include these materials, and the results of this research, in his/her area of responsibility within the curriculum.

Before the educator begins the Curriculum Project, he/she will discuss the project with his/her supervisor. Together, they will devise time schedules for reviewing phases of the project and the agreed upon goals and objectives. During each review, the teacher will advise the supervisor of progress. When the teacher anticipates a problem during the project, he/she will discuss it with the supervisor.

At the end of the year, the teacher will submit a report to the supervisor. The report will highlight the project's significance, content, and conclusions, as well as pedagogically sound methods to teach the materials.

If the project's scope warrants an extension, the supervisor can recommend granting an additional academic year to complete the project.

1. Identify the importance of the research and suggest ways the project will enhance students' knowledge or improve services offered by the school district.
2. Identify the specific materials (primary and secondary sources) the educator will research.
3. Develop a schedule.
4. Limit the project's scope. Such delineation will promote thorough, rather than superficial, research.
5. Study and analyze all materials for the project.
6. Develop and implement a unit or program based on the project. Some examples in academic areas include:
 - a. Science: A historical look at the conflicts between science and religion beginning with Galileo
 - b. Humanities: The relationship among art, mathematics and music in selected works in the visual and performing arts. (A core work for such a project is Hofstadter's Godel, Escher, and Bach.)
 - c. Thematic Units: Research key stories in literature which allow for the integration of literature, social studies, science and mathematics

Supervisor's Role

1. At Annual Summary Conference and again at the beginning of each year to offer assistance, such as a resource materials, goals, student outcomes and timelines for this professional project.
2. Conduct an observation and discuss results.
3. Review and evaluate the project periodically based on the mutually determined goals and objectives.
4. Complete the Alternate Classroom Observation Report.

COLLEGIAL PARTNERSHIPS

Description

Two or more educators select a project which may be related to a specific aspect of teaching, the curriculum, support services, or supervision. Potential partners should have specific goals with plans to reach those goals prior to requesting approval for their proposal. Some examples are: Second grade teachers planning the literature component for each math unit; algebra teachers at the high school and middle school coordinating tests and assignments.

Educators involved in a curriculum project or action research in one year may join with one or more faculty members in the succeeding year to form a partnership and continue working on the same or an expanded project.

Interdisciplinary projects are encouraged. Before such a project is approved, the respective supervisors must agree on the proposal. Both must agree on the necessary assistance, the monitor who will review the project, and the criteria to determine a successful outcome.

Supervisors need to be made aware of partnership requests prior to building the master schedule so that common planning time can be considered. Because of the restrictions collegial partnerships will place upon the master schedule, not all requests may be honored.

Process

1. Educators identify partners.
2. Potential partners meet and develop goals and plans to implement those goals. These plans include student outcomes, timelines.
3. Educators bring plan to supervisor(s) for approval.
4. Agree on date for observation.
5. Implement plan and reflect on results.
6. Periodic review with supervisor(s) is scheduled.
7. Supervisor(s) evaluate to determine whether goals were met satisfactorily.

Supervisor's Role

1. At Annual Summary Conference and again at the beginning of the year to assist staff members with goals, student outcomes and timelines.
2. To provide support and encouragement.
3. To provide periodic review and evaluation of the program to determine whether the goals are being met satisfactorily.
4. Observe the teacher's performance and discuss results.
5. Complete Alternate Classroom Observation Report.

SUPPORT MENTOR

Description

Mentoring allows one staff member to be a support and help to another staff member. This is primarily a professional-novice relationship or a peer in need of help situation where one staff member has specific training or expertise (e.g., in the area of technology). Mentoring is another opportunity for teachers to work together, learn from each other and improve their expertise as a community. Mentoring provides the challenge and feedback about performance as well as support to try new things and acquire new skills. Mentors become a source of knowledge and inspiration in a mutually supportive environment. Mentors must be well prepared in all areas of professional practice.

This model can incorporate a variety of possible applications. In all cases an educator would agree to provide assistance, support, and recommendations to another staff member or staff members. A mentor could work with a non-tenured teacher or share expertise in a specific area with other educators. All interactions/recommendations between the mentor and staff members will be confidential.

Process

1. Any educator may volunteer to be a support mentor. A supervisor or administrator, knowing of a staff member's expertise may request that an individual serve in this capacity. If asked, a staff member must agree, not be directed, to serve.
2. A mentor plan with a non-tenured staff member is developed by the educator, in accordance with State guidelines, approved by the supervisor, and shared with those individuals to be mentored.
3. The mentor implements the plan and reports on the plan activities to the supervisor according to a timeline developed by the Professional Development Committee.
4. Agree on a date for observation.

Supervisor's Role

1. To select mentors in the case of multiple volunteers.
2. To approve the mentor plan.
3. To observe the teacher in the mentoring process and discuss results.
4. At Annual Summary Conference and again at the beginning of the year to assist the staff member with goals, student outcomes, and timelines.
5. Complete Alternative Classroom Observation Report.

PEER COACHING

Description

Peer coaching is a relationship between two professionals with each participant offering insights that result in the improvement of teaching and learning. In peer coaching, teachers work in pairs or groups. As a team, or as individuals, they observe each other's classes to provide critical feedback and offer ongoing support. Peer coaching encourages the sharing of expertise. It promotes the refinement of old skills and the development of new ones. It encourages the resolution of management and instructional problems among colleagues and peers.

Process

1. Two or more teachers agree to help one another in the improvement of specific management or instructional problems.
2. The teachers meet with the principals/supervisor and agree on goals, student outcomes and timelines. Participants must have prior training in the techniques of peer coaching.
3. An observation date is agreed upon.

Supervisor's Role

1. At the Annual Summary Conference and again at the beginning of the year to assist the staff members with goals, student outcomes, and timelines.
2. Observe the teacher's performance and discuss results.
3. Complete Alternative Classroom Observation Report.

OTHER OPTIONS

Descriptions

This model was created to allow educators the flexibility to develop a supervisory plan that would meet a curricular, instructional, or program goal not mentioned in the previous options. The following examples are possible options but not the only formats that could satisfy this model.

1. Staff Development Program attendance followed by instructional or curricular adaptations.
2. Out-of-district Conference attendance followed by an action plan/project and implementation of the project.
3. Establishment of an intradisciplinary or interdisciplinary project or unit.
4. Independent study
5. Collaborative proposals

Process

1. Meet with Supervisor to agree on the goals, student outcomes and timelines.
2. Agree upon an observation date.

Supervisor's Role

1. At the Annual Summary Conference and again at the beginning of the year to approve the plan and facilitate attendance at appropriate workshops if necessary.
2. To evaluate the adaptations, projects, or curricular revision, based on the mutually determined goals and objectives.
3. Observe the teacher in performance of duties and discussion results.
4. Complete Alternative Classroom Observation Report.

ALTERNATIVE CLASSROOM OBSERVATION REPORT

Teacher:
Supervisor:
Date/Time of Observation:

Check the Professional Project:

<input type="checkbox"/>	Portfolios	<input type="checkbox"/>	Collegial Partnership
<input type="checkbox"/>	Interactive Journals	<input type="checkbox"/>	Mentoring
<input type="checkbox"/>	Action Research	<input type="checkbox"/>	Peer Coaching
<input type="checkbox"/>	Curriculum Project	<input type="checkbox"/>	Other Options

1. Goals
2. Impact on Student Learning
3. Comments

Teacher's Signature

Supervisor's Signature

SCHEDULE A

TEACHERS' SALARY GUIDES/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 the Mahwah School District.
- 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 or BA+60 (All credits after BA+45 must be graduate credits to move to BA+60.)
- 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, in addition to the Masters 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.
5. *Up to six (6) in-service credits may be used for movement between columns.

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

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

7. All tenured certificated employees who are on the B A column of the salary guide must advance to the BA+15 column within five (5) years of 9/01/00 or they will be frozen on that step of the guide achieved as of 9/01/05. Anyone hired after 9/01/00 shall have five years to achieve BA+15. Once the person achieves the BA+15 column, he/she will continue to advance in that column. Any extended leaves of absence will extend the time period to achieve the BA+15 column by the length of the leave. Other extensions may be granted by the Superintendent.

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

9. All teachers who have completed their 20th year of service in Mahwah will move to the Max step. All teachers who have completed their 21st year of service in Mahwah will advance to the supermax step. Teachers with less than 20 years of service in Mahwah remain at Step 19.

10. Doctoral Stipend: Any current teaching staff member holding a doctoral degree from an approved and accredited program will receive \$1,500 per year. Any teacher at MA-60 in an approved and accredited doctoral program will receive \$1,500 for 18 credits beyond MA-60. They will receive an additional \$1,500 per year upon completion of the doctoral program. Credit for doctoral degrees held by newly-hired staff members will be evaluated on a case by case basis.

11. Teacher Longevity:

Upon completion of 25 years, 30 years, and 35 years, longevity payments will be made annually as follows:

26th year.....\$2,500.00
 31st year.....\$3,000.00
 36th year.....\$3,500.00

**SALARY GUIDE 2014 - 2015
CERTIFICATED STAFF**

SCHEDULE A

Guide	BA	BA+15	BA+30	MA/BA+45	MA+15	MA+30	MA+45	MA+60	Guide
Step	A	B	C	D	E	F	G	H	Step
1	48,265	50,130	51,995	53,860	55,725	57,590	59,455	61,320	1
2	49,265	51,130	52,995	54,860	56,725	58,590	60,455	62,320	2
3	50,265	52,130	53,995	55,860	57,725	59,590	61,455	63,320	3
4	51,265	53,130	54,995	56,860	58,725	60,590	62,455	64,320	4
5	52,265	54,130	55,995	57,860	59,725	61,590	63,455	65,320	5
6	53,690	55,555	57,420	59,285	61,150	63,015	64,880	66,745	6
7	55,190	57,055	58,920	60,785	62,650	64,515	66,380	68,245	7
8	56,695	58,560	60,425	62,290	64,155	66,020	67,885	69,750	8
9	58,535	60,400	62,265	64,130	65,995	67,860	69,725	71,590	9
10	60,505	62,370	64,235	66,100	67,965	69,830	71,695	73,560	10
11	62,575	64,440	66,305	68,170	70,035	71,900	73,765	75,630	11
12	64,745	66,610	68,475	70,340	72,205	74,070	75,935	77,800	12
13	67,015	68,880	70,745	72,610	74,475	76,340	78,205	80,070	13
14	69,385	71,250	73,115	74,980	76,845	78,710	80,575	82,440	14
15	71,855	73,720	75,585	77,450	79,315	81,180	83,045	84,910	15
16	74,425	76,290	78,155	80,020	81,885	83,750	85,615	87,480	16
17	77,130	78,995	80,860	82,725	84,590	86,455	88,320	90,830	17
18	80,485	82,355	84,225	86,095	87,965	89,835	91,705	98,575	18
19	85,005	86,875	88,745	90,615	92,485	94,355	96,225	104,905	19
Max	86,375	89,275	92,175	95,075	97,975	100,875	103,775	106,675	Max
Smax	91,320	95,020	97,920	100,820	103,720	106,620	109,520	112,420	Smax

SALARY GUIDE 2014 – 2015
SECRETARIES

SCHEDULE B

	10 Month	A	B	C			
	1	24,076	24,774	25,039			
	2	25,576	26,318	26,738			
	3	27,076	27,861	28,283			
	4	28,576	29,405	29,868			
	5	30,076	30,948	31,351			
	6	31,576	32,492	32,839			
	7	33,081	34,040	34,934			
	8	35,056	36,073	37,542			
	9	37,081	38,156	39,913			
	10	39,256	40,394	42,174			
	11	41,581	42,787	43,762			
	12	44,881	46,159	45,818			
	OFF 1	48,185					
	11 Month	A	B	C			
	1	26,484	26,280	26,584			
	2	28,134	27,600	28,052			
	3	29,784	29,250	29,676			
	4	31,434	31,648	32,324			
	5	33,084	33,340	33,952			
	6	34,734	35,043	35,590			
	7	36,389	36,696	37,852			
	8	38,562	38,827	40,633			
	9	40,789	41,013	43,156			
	10	43,182	43,389	45,578			
	11	45,739	45,981	47,307			
	12	48,462	48,723	50,289			
	OFF 1			54,706			
	OFF 2			56,458			
	OFF 3			57,384			
	OFF 4			57,916			
	12 Month	A	B	C			
	1	28,891	28,669	28,870			
	2	30,691	30,377	30,541			
	3	32,491	32,198	32,330			
	4	34,291	35,056	35,213			
	5	36,091	36,961	37,012			
	6	37,891	38,319	38,831			
	7	39,697	40,707	41,285			
	8	42,067	43,010	44,269			
	9	44,497	45,375	46,972			
	10	47,107	47,974	49,582			
	11	49,897	50,861	51,478			

	12	52,867	53,200	54,700			
	OFF 1			56,498			
	OFF 2			59,364			
	OFF 3			61,089			
	OFF 4			61,355			
	OFF 5			62,378			
	OFF 6			62,031			
<p><u>Note: Once an employee reaches Step 12, there is no further movement on the guide.</u></p> <p><u>This includes off-guide steps.</u></p>							

**SALARY GUIDE 2014 - 2015
CUSTODIAN/MAINTENANCE
Schedule C & D**

	CUSTODIAN		
1	33,077		
2	33,577		
3	34,077		
4	34,577		
5	36,077		
6	37,577		
7	39,077		
8	40,577		
9	42,077		
10	43,577		
11	45,077		
12	47,648		
OG1	52,757		
OG2	53,101		
OG3	58,236		
OG4	62,153		
	MAINTENANCE		
1	37,877		
2	38,377		
3	38,877		
4	39,377		
5	40,877		
6	42,377		
7	43,877		
8	45,377		
9	46,877		
10	48,377		
11	49,877		
12	52,559		
OFF	67,412		
Note: Once an employee reaches Step 12,			
there is no further movement on the guide.			
This includes off-guide steps.			

**SALARY GUIDE 2014-2015
BUS DRIVERS
SCHEDULE E**

STEP	HOURLY RATE
1	21.01
2	23.06
3-4	23.91
5	25.36
6	27.53
7	28.59
8	30.37
9	32.77

**DRIVERS STAY ON THE SAME
STEP FOR 2014-2015**

**SALARY GUIDE 2014 - 2015
NON-CERTIFICATED NURSES
SCHEDULE F**

STEP	K-8	9-12
1	35,380	47,055
2	36,280	48,255
3	37,180	49,450
4	38,080	50,645
5-6	38,980	51,845
7	39,880	53,040
8	40,980	54,505
9	42,080	55,965
10	43,005	57,430
11	44,280	58,895
12	45,380	60,355
13	47,503	61,820

SCHEDULE G

EXTRA CURRICULAR PAYMENT SCHEDULE – 2014-2015

2014-2015

Group I	\$ 5,500
<hr/>	
Editorial Yearbook Advisor	
Business Yearbook Advisor	
Director of Dramatics	
Director of Marching Bands	
Director of String Orchestra – District	
Director of Choral Activities - HS	
Director of Concert Bands	
Student Council Advisor	
Group II	\$ 4,025
<hr/>	
Literary Magazine	
School Newspaper Advisor	
Interact	
Jazz Ensemble – HS	
Assistant Director of Marching Band	
Color Guard Coordinator	
Robotics	
Robotics Business/Programmer	
Group III	\$ 3,200
<hr/>	
National Honor Society	
Orchestra Director for Musical	
Set Design – HS/RR Mock Trial	
Student Council Advisor – RR	
Class Advisor	
Step Dance	
AV Technician	
Director of School Play – RR	
Yearbook Advisor – RR	
Winter Guard Director – HS	
Winter Guard Assistant Director - HS	
Group IV	\$ 1,900
<hr/>	
HOPE	
Math League	
Science Club – HS	
Young Politicians Club	
Choreographer	
Concert Band – 6 th Grade	
Concert Band – 7 th & 8 th Grades	
Jazz Ensemble – JK	
String Orchestra – JK	
Director of Choral Activities - RR	
Set Design - RR	

Choral Ensemble – BR, LM, GW
 Technology Club – RR
 Homework Club – RR
 Journalism – RR
 REBEL
 Conflict Resolution – RR
 National Junior Honor Society – RR
 Battle of the Books
 Future Business Leaders of America
 Fitness Club – RR
 Community Service Club – RR

Group V \$ 1,625

Creative Problem Solving – RR/JK
 Intramurals – JK
 Math Counts – RR
 Environmental Club
 Math Magic – JK
 Woodworking
 French Honor Society – RR/HS
 Spanish Honor Society – RR/HS
 School Store
 Art Club
 Community Service Coordinator
 Marching Band Percussion
 Marching Band Pit Instructor
 Model U.N.
 Jazz Ensemble – 6th Grade
 Jazz Ensemble – 7th & 8th Grades
 Assistant Play Director – RR
 Science National Honor Society - HS

Procedure for new extra-curricular activities to be brought to the Board of Education:

1. Principal applies to the Board of Education for new activity by December 15th.
2. Board approval.
3. Appropriate grouping and stipend determined by the Board. Teachers may volunteer for new clubs; however, there is no guarantee these new positions will be paid in the future.
4. Activity will be in place by August 1st of the following year.

A committee comprised of the Board of Education, Administration, and the MEA should review all extra-curricular activities to develop guidelines for assessing, continuing, and implementing extra-curricular activities.

Supervision and Evaluation of Advisors:

The procedures for supervision and evaluation of advisors of the Mahwah School District shall be developed and implemented.

SCHEDULE H

ATHLETIC PAYMENT SCHEDULE - 2014-2015

Group I		10,600
	Football	
	Basketball	
	Wrestling	
	Group I Assistant Coach	7,100
Group II		9,250
	Baseball	
	Softball	
	Track (Spring/Winter)	
	Soccer	
	Volleyball	
	Fall Cheerleading	
	Ice Hockey	
	Swimming	
	Lacrosse	
	Group II Assistant Coach	5,760
Group III		8,100
	Cross Country	
	Winter Cheerleading	
	Tennis	
	Group III Assistant Coach	5,340
Group IV		6,750
	Bowling	
	Golf	
Athletic Other		
	Ticket Coordinator	3,460
	Weight Room Supervisor*	3,625
	80 Hours/Sessions	
Group V (Middle School)		
	Basketball	3,700
	Wrestling	3,865
	Track	4,025
	Group V Assistant Coach	2,000

Group VI (Middle School)		
	Volleyball	2,475
	Soccer	2,575

All coaches will be paid on the first payday at the completion of their respective season.

New coaching positions shall follow the same guidelines as new extra service contract positions:

- The new coaching position is submitted to the Board of Education by December 15th.
- Board approves the new position.
- Appropriate stipend is determined through the proper negotiation process so that it can be added to the contract.

Supervision and Evaluation of Coaches:

All coaches shall follow the District supervision and evaluation policies that were jointly developed.

SCHEDULE I

ATHLETIC PAYMENT SCHEDULE - 2014-2015

FOOTBAL

Supervision	51
Announcer	74
Photographer	165
Scoreboard	51
Ticket Sales	60
Down Marker	51

BASKETBALL

Varsity Clock/Book	74
JV/Freshman Clock	51
Sellers	60
Supervision	60

WRESTLING

Clock	74
Supervision	60

TRACK

Judge	60
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HOCKEY

Supervision	60
Scorebook/Close (Varsity only)	74

VOLLEYBALL

Clock	74
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SOCCER

Varsity Clock	74
JV/Freshmen Clock	51

LACROSSE

Varsity Clock	74
JV/Freshmen Clock	51
Penalty Judge (Varsity only)	51

ALL SPORTS

Scouts	51
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MIDDLE SCHOOL

Clock	51
Supervision	46
Judge	60

SCHEDULE J

HEAD CUSTODIAN – 2014-2015

Betsy Ross	3829
George Washington	3829
Lenape Meadows	4331
Joyce Kilmer	4331
Ramapo Ridge	5480
High School	5732
Boiler License	900

SCHEDULE K

PROFESSIONAL STIPENDS – 2014-2015

Bus Duty K-8	1,630
9-12 After School Supervision	1,630
9-12 After School Detention	1,598
Lunch duty 6-12	3,491
6 th gr. Overnight*	178
8 th gr. Overnight*	178
Per Night	
Saturday detention	
Hourly	31
Curriculum work	41
Professional Development	1,979
Committee members	
Professional Development	2,794
Committee Chair	
Team Leaders	2,678
Safety Town	1,820
Title 1 Summer School	
Principal	4,360
Teachers	3,060
Secretary/	2,040
Lunch Supervisor	
Professional Instructor Hourly	56
Class Coverage	41
Accompanists	765
Freshmen Advisory	3,800

* Payment shall be paid for an additional night if the trip returns to Mahwah after 8:00 p.m.

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2014 and shall continue in effect through June 30, 2015.

- B. IN WITNESS WHEREOF, 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



President

12-22-14
Date

MAHWAH BOARD OF EDUCATION



President

12/19/14
Date



Secretary

12/19/14
Date