

AGREEMENT

BETWEEN

**MOUNTAINSIDE BOARD OF EDUCATION
MOUNTAINSIDE, NEW JERSEY**

AND

MOUNTAINSIDE EDUCATION ASSOCIATION

JULY 1, 2022 THROUGH JUNE 30, 2025

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PREAMBLE

This Agreement entered into this ____ day of _____ 2022, by and between the BOARD OF EDUCATION OF MOUNTAINSIDE, hereinafter called the “Board” and the MOUNTAINSIDE EDUCATION ASSOCIATION, hereinafter called the “Association” represents the complete and final understanding of all bargainable issues between the Board and the Association.

ARTICLE I

RECOGNITION

- A. The Mountainside Board of Education hereby recognizes the Mountainside Education Association during the lifetime of this Agreement as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for the following employees:
1. All certified personnel to the Board, including: Classroom Teachers, Summer School Teachers, Homebound/Bedside Tutors, Guidance Counselor, Learning Disability Consultants, School Nurse, School Psychologist, Speech Language Specialist, Occupational Therapist, Media Specialist, Social Worker, Remedial Reading Teacher, 3-8 Coordinator, Reading Specialist, and Math Specialist.
 2. All non-certified personnel employed by the Board including secretaries, paraprofessional(s) and custodians.
- B. Excluded from the Association are the Secretary to the Superintendent, the Secretary/Payroll, Secretary/Bookkeeper and the Accountant, all managerial executives, confidential employees and supervisors.
- C. The term "employee" shall, when used hereinafter, refer to all employees as listed in the bargaining unit defined above in A 1 and 2. The terms "teacher", "secretary", "paraprofessional(s)" and "custodian" shall refer to the employees in classifications A.1. and 2. respectively, when used hereinafter. Except as provided in Article XVII- Insurance Protection, part-time employees shall receive the benefits of the provisions of this Agreement on an appropriate pro-rated basis, except for personal days, and permitted days due to illness in the family, which days shall be received by part-time employees without being pro-rated.

ARTICLE II

NEGOTIATIONS PROCEDURES

- A. The parties agree to enter into collective negotiations in accordance with N.J.S.A. 34:13A-5.1 et seq. over a successor Agreement in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition", of this Agreement. Any agreement so negotiated shall be applicable to the aforementioned personnel, and shall be reduced in writing. The Association shall notify the Board in writing when the Agreement has been ratified. The Board shall notify the Association in writing when the Agreement has been adopted by appropriate resolution of the Board. The Agreement shall then be signed by the Board and the Association.
1. The Association and the Board of Education shall exchange contract proposals not later than the date established by PERC and such submission of proposals shall

constitute the opening of formal negotiations. This date may be extended upon mutual agreement of both parties.

2. The Association and the Board of Education may submit counter proposals within 30 days after the initial meeting. This date may be extended upon mutual agreement of both parties.
 3. All meetings between the parties for the purpose of negotiations shall be scheduled, whenever possible, to take place when the parties involved are free from assigned instruction and other responsibilities.
 4. Whenever the Board desires to schedule a negotiations session during regular school hours, no employee shall suffer any loss in pay as a result of participating in such negotiations as a representative of the Association.
- B. The Board agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, available public information and data concerning the Mountainside School District which the Association may require in connection with negotiations. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

- A. No person covered under this Agreement shall engage in Association activities nor in meetings with N.J.E.A. representatives during the workday, except as provided in Article III, Section G. The foregoing shall not include the employees duty free lunch period nor shall this be inconsistent with the statute, as set forth in the Weingarten Doctrine.
- B. The Association and its representatives shall have the right to use the school building at reasonable times during non-school hours for membership meetings. No meeting shall be held without prior approval of the Superintendent who shall be given reasonable notice in advance of the time and place of all such meetings. The Association shall assume the additional cost for custodians or other school personnel who are required to remain longer due to the use of a building by the Association or its representatives.
- C. The Association shall have the privilege, with the permission of the Superintendent or his/her designee, which permission shall not be unreasonably withheld, to use school equipment on the site, including duplicating equipment, calculating machines, and audiovisual equipment at reasonable times, when such equipment is not in use. The Association shall provide all materials and supplies incident to such use. Permission will be granted for the use of audiovisual equipment provided a person trained and experienced in the use and operation of such equipment is in attendance. The Association shall be

responsible for any damage resulting from the use of any equipment by the Association or its representatives.

- D. The Association shall have a bulletin Board in a designated teachers' room.
- E. The Association shall have the right to distribute, through the use of employees' mail boxes e-mail and computer network, material dealing with the proper and legitimate business of the Association. The Principal in each building shall be notified prior to the distribution of such material.
- F. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall, insofar as it is legally possible, be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.
- G. The Association President shall be exempt from all duties other than the actual classroom teaching assignment in order to perform the duties of the presidency.

ARTICLE IV

EMPLOYEE RIGHTS

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or have an increment and/or salary adjustment withheld without just cause in accordance with statutory law, Board policy, and the provisions of this Agreement. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure to the extent herein set forth unless otherwise provided by statutes or Code.
- B. No employee shall be prevented from wearing lapel pins or other similar identification of membership in the Association or its affiliates. Such insignia, however, shall be of reasonable size and shall note only identification of membership.
- C. There shall be no discrimination, interference, restraint, or coercion by the Board or any of its agents or representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain, or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or payment of dues during classroom instruction periods.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the citizens of the Borough of Mountainside, Union County, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey, and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, District or local laws or regulations as they pertain to education.
- D. All rights and legal prerogatives not expressly curtailed by this Agreement are hereby reserved to the Board.

ARTICLE VI

GRIEVANCE PROCEDURE

- A. **Definition**
 - 1. The term "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
 - 2. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:
 - 1. The failure or refusal of the Board to renew a contract of a non-tenured employee or the termination of the contract of a non-tenured teacher.
 - 2. In matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State Commissioner of Education or the State Board of Education.
 - 3. In matters involving the sole and unlimited discretion of the Board.
 - 3. The term "employee" shall mean any regularly employed individual covered in Article I, "Recognition."

4. The term “representative” shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by the Board to act on its or their behalf and to represent it or them beyond Level One.
5. The term “immediate” supervisor shall mean the person to whom the aggrieved employee is directly responsible.
6. The term “party” means an aggrieved employee, his/her immediate superior, the School Principal, or any staff member below the Superintendent who may be by the determination of the Superintendent in connection with the Procedure herein established.

B. Purpose

1. It is understood and agreed that both the Board and the Association have the right to utilize the provisions of this Article and that grievances may be processed either by the employee who claims to be aggrieved or by the Board or the Association.
2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise.
3. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter with any appropriate member of the administration.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure shall be exhausted, if possible, prior to the end of the school term.

1. LEVEL ONE. An employee or group of employees with a grievance shall first discuss it with the immediate supervisor or department head within 30 days after the employee(s) or group know or should have known of the occurrence of the events leading to the grievance, either directly or through a member’s representative of the Association, with the objective of resolving the matter. Any grievance not presented within 30 days shall not thereafter be considered a grievance under the agreement.
2. LEVEL TWO. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent within ten (10) school days after the decision

at Level One or ten (10) school days after the grievance was presented, whichever is sooner, specifying:

- a. The nature of the grievance
- b. The results of previous discussions
- c. Dissatisfaction with decisions previously rendered
- d. The nature of the resolution sought

The Superintendent shall communicate the decision with reasons to the employee in writing within ten (10) school days of receipt of the written grievance.

3. LEVEL THREE. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Board within (10) school days after receipt of the decision or if no decision has been rendered within twenty (20) school days after presentation of the grievance, whichever is sooner. The request for review by the Board shall be submitted in writing to the Board and a copy of such request to the Superintendent. Within ten (10) school days after receiving the written grievance, the Board or a Committee of same shall meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall, however, be rendered by a majority of the Board, in writing, within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
4. LEVEL FOUR. If the grievant, as defined in Section B-1, is not satisfied with the decision of the Board, or if no decision has been rendered within the time limit allowed, he/she may request through the Association advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be filed no later than ten (10) school days following the determination by the Board. The arbitrator's decision shall be in writing and it shall set forth the reasons and conclusions on the issue or issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on both parties. The costs of the arbitrator shall be borne equally by the Board and the employee, or if represented by the Association, by the Board and the Association. Any other expenses incurred shall be paid by the parties incurring the same.

D. Miscellaneous

1. The Association will process all group grievances. If a grievance is building centered, the Association will initiate the grievance at Level One.
2. Grievances may be raised by the Board in accordance with the following procedure:

3. The grievance shall be instituted within fifteen (15) school days of the occurrence complained of, or within fifteen (15) school days after the Board would reasonably be expected to know of its occurrence.
4. The grievance shall be instituted through a written communication to the President of the Association.
5. The Association Executive Committee and representative(s) of the Board shall meet within ten (10) school days after receipt of the communication.
6. In the event the matter is not satisfactorily resolved within thirty (30) calendar days after the conference the Board may file for advisory arbitration in accordance with Section C-4 of this Article.

ARTICLE VII

TEACHER EMPLOYMENT

- A. The Board agrees to hire only certificated teachers according to law.
- B. Teachers shall be notified of their contract and salary status for the ensuing year as soon as practicable, but not later than as provided by the applicable New Jersey Law.
- C. By November 1 of the year preceding the contract year, all teachers expecting to move laterally on the Teachers Salary Guide, i.e. from one salary guide category to a new one, (e.g., Bachelor's Degree to Master's Degree), shall so notify the Superintendent in writing. These credits must have been taken within the last ten years and all must be for graduate courses from an accredited college only. All official transcripts must be in the Superintendent's office no later than September 30th of the contract year in which the new movement occurs. Failure to do so will negate the individual's right to such movement for that contract year. If the Master's Degree is completed at any time during the school year, the lateral move on the guide begins in September of the following school year.

ARTICLE VIII

TRANSFERS, REASSIGNMENTS, AND PROMOTIONS

- A. **Vacancies**

During the school year, the Administration shall notify the employees of all vacancies via e-mail and/or a written memorandum. The President and Vice President, or member of the Executive Committee shall also be notified of all vacancies via e-mail and/or a written memorandum. When school is not in session for the summer, any employee who has, before the close of the current school year, notified the Superintendent that he/she wishes to receive notice of staff vacancies for which he/she is properly certified, shall receive such notification by phone or letter or e-mail. The President, Vice President, or member of the Executive Committee shall receive notification by phone or letter or e-mail.

The Superintendent shall send a letter acknowledging receipt of an application and notification of the filling of said position.

B. Transfer Requests

Employees who request a change in assignment or position shall file a statement with the Superintendent or indicate on the annual survey provided by the Superintendent on or before March 1. The statement shall include the requested building, grade, and/or subject assignment. Reassignment shall be at the sole discretion of the Superintendent.

C. Involuntary Transfers

An involuntary transfer or reassignment shall be made after a meeting between the teacher involved, if available, and the Principal or immediate supervisor. At the time of the meeting, the teacher shall be notified of the reason for the transfer or reassignment. The teacher may, at his/her option, have Association representation at such a meeting.

ARTICLE IX

EMPLOYEE EVALUATION

A. Teachers

1. In the event that a complaint regarding a teacher which could adversely affect the teacher's position in the school system is to be placed in the personnel file, or that a written statement derogatory to a teacher's performance is to be placed in the personnel file, the teacher shall be informed in writing thereof by the Administration within ten (10) working days. A teacher so notified shall sign and return within five (5) working days a statement acknowledging receipt of notification and any explanation thereon.
2. All employee evaluations will be conducted in accordance with New Jersey state law and the TEACHNJ Act, P.L. 2012, Ch. 026.

B. Secretaries/Paraprofessional(s)/Custodians

1. No later than April 1st, every secretary, paraprofessional(s) and custodian shall be evaluated at least once each year by the administrator or supervisor to whom he/she is responsible. The evaluation shall be in written form, cover main areas of responsibility and be signed by the employee. The signature merely indicates knowledge of the report, and not necessarily agreement with its contents.
2. If the final report (due April 1) is an adverse one, conferences between the parties shall have preceded it, and the areas needing improvement shall have been given in writing with specific recommendations for improvement to the employee at least sixty (60) calendar days prior to the final report.

ARTICLE X

TEACHER WORK YEAR AND SCHOOL CALENDAR

- A. The teacher work year shall consist of a total of one hundred eighty-three (183) days as follows:
- A minimum of one hundred eighty-one (181) pupil/teacher days;
 - Plus two (2) additional workdays for current staff members, exclusive of NJEA Convention when school shall be closed, which shall be used for professional development.

There shall be two (2) additional orientation workdays, beyond the aforementioned, for staff members new to the District. Snow days shall be incorporated into the school calendar but shall not be counted toward the teacher work year.

- B. A school calendar shall be presented by the Superintendent to the Association prior to the adoption of such calendar by the Board. Upon request, the Association may make suggestions to the Superintendent concerning the calendar and request an opportunity to consult with the Superintendent. The Superintendent shall thereafter make a recommendation of the school calendar to the Board, and the Board shall make a final decision as to the entire school calendar.
- C. The Superintendent in consultation with MEA and the approval of the Board may use up to one (1) of the pupil/teacher days for a professional development day for staff.

ARTICLE XI

WORK HOURS AND WORK LOAD

A. **Teachers**

1. Check-in/sign-out procedure. As professionals, teachers are expected to devote to their assignments the necessary time to meet their responsibilities. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster and their departure in the "sign-out" roster providing the school office is open at the time of their departure.
2. Duty-free lunch. The in-school day of each teacher shall include a duty-free lunch period.
3. The teachers' total in-school workday shall not normally exceed 7 hours and 20 minutes. The administration may, in the best interest of the pupils, assign teachers to arrive one half hour earlier than the normal work day. Teachers assigned to early arrival will be dismissed one half hour before the normal workday.
 - a.

1. For the normal workday Deerfield School students will be allowed to enter the classroom at 8:15 a.m. and homeroom shall begin at 8:20 a.m.
 2. For the normal workday Beechwood School students will be allowed to enter the classroom at 8:30 a.m. and the homeroom shall begin at 8:35 a.m.
- b. The schedule (day) for Deerfield School shall be as follows:
1. Student homeroom shall begin at 8:20 a.m.
 2. Teachers lunch at both schools (Beechwood and Deerfield) shall be no less than forty (40) minutes.
 3. Teachers' duties during this activity period shall consist of no more than 3 activities and 2 planning periods per week. Planning periods shall mean conferring with parents, department meetings, conferring with guidance and the like.
- c. The schedule (day) for Beechwood School shall be as follows:
1. Student homeroom shall begin at 8:35 a.m.
 2. Student lunch/activity period shall be 40 minutes.
 3. Teachers lunch at both schools (Beechwood and Deerfield) shall be no less than forty (40) minutes.
 4. Teacher's duties during this activity period shall consist of no more than 3 activities and 2 planning periods per week. Planning periods shall mean conferring with parents, department meetings, conferring with guidance and the like.
- d. The periods between the start of the teacher workday and the time at which homeroom begins, and between the end of the student instructional day and the end of the teacher workday are to be utilized for activities related to teacher assignments such as conferencing with parents, tutoring students, meeting with special service personnel, joint planning with other teachers, reviewing instructional materials, and other such activities. To make these professional activities possible, teachers will, on a rotating basis without compensatory periods, accept routine duties (all purpose room supervision, halls, cafeteria, bus, etc.).
- e. In addition to the above rotating assignments, teachers from the following areas can also be assigned such routine duties during the time periods referenced in section (d) above:

Gifted and Talented Teachers
Special Subject Area Teachers

Child Study Team Members
Speech Teachers
Occupational Therapists
Full and Part-time Instructional Support Teachers
Paraprofessional(s)
Nurses
Guidance Counselors

Notification of this assignment shall be made by July 1, except in cases of emergency vacancy. This provision shall neither be used as precedent nor evidence in any possible proceeding dealing with the interpretation of the above paragraph.

4. Departure time. Provided their professional responsibilities have been discharged, on Fridays and on days preceding a holiday or vacation, teachers may leave the building five minutes after the close of the pupils' day. However, two (2) teachers shall remain on these days to the end of the work day on a rotating basis (preferably those teachers who are already assigned an after-school duty).
5. Preparation periods. All teachers in grades K-8 shall be guaranteed a minimum of five preparation periods per week. The Administration will schedule one preparation period per day. Whenever practicable, such preparation period shall be scheduled in a continuous block of forty (40) minutes.
6. Preparation period is one in which the teacher is free from direct contact with students to work on matters related to his/her teaching responsibilities. The teacher is expected to engage in such activities during the preparation periods as conferencing with parents, grading papers, preparing instructional material for his/her class, working in the library and conferring with special service personnel.
7. Substitutes. When substitutes are needed to teach a class or provide student coverage, teachers who have more than five preparation periods a week, can be assigned to substitute without additional compensation.

Teachers who are required to cover classes or to provide student coverage; and as a result do not receive five preparation periods that week shall be compensated at a rate set forth in Schedule B.

8. For purposes of accommodating a two school District, starting and ending times may be modified by not more than fifteen (15) minutes with no increase to length of workday. Notice of thirty (30) days shall be provided prior to the commencement of the staggered schedule.
9. **Meetings**
 1. Faculty and Other. Teachers may be required to remain after the end of a regular workday, without additional compensation, for the purpose of

attending faculty or other professional meetings or conferences. These meetings shall be held on Mondays except if Monday is a holiday, in which case, the meeting shall be held on Tuesday. Said meetings shall not exceed two (2) in number each month and shall, insofar as possible be adjourned by the administration no later than 4:30 p.m. In case of emergency, the administration may schedule additional meetings.

2. All teachers will be required to attend the Back-to-School Night and one (1) Curriculum Night per teacher. In addition, except as noted below, teachers may volunteer for their choices of the two events per school year, but, if a sufficient number of volunteers does not permit proper supervision, the Principal may appoint teachers to these specific events:

1. District sponsored Events;
 - (a) Art Shows
 - (b) Holiday concerts
 - (c) Special curriculum nights for parents
 - (d) Vocal and instrumental concerts
 - (e) Annual school play(s)
 - (f) Spirit Night
 - (g) Eighth Grade Dance
2. Eighth grade teachers must attend the following:
 - (a) Graduation exercises
 - (b) Graduation class trip
 - (c) Graduation class pool party
3. Any teacher having student contact with eighth grade students are encouraged to attend graduation exercises.

3. In addition to the above, all kindergarten teachers must attend the kindergarten parent-orientation program, and all third grade teachers must attend the third grade parent-orientation program. Where scheduling permits, the administration shall endeavor to schedule such parent-orientation programs such that they occur in alternating evenings and afternoons. When it is an evening program, those grade level teachers are exempt from one of the evening district-sponsored events. Other special areas teachers including, but not limited to, Child Study Team members, the guidance counselor, the school nurse, library media specialist, and art, music, and physical education teachers may be assigned to attend these programs as needed.

10. Conferences. Parent-teacher conferences will be held after lunch with school dismissal at 1:00 p.m. on three days. One of the days, teachers may leave at 1:00 p.m.

Teachers shall make themselves available for evening conferences for two (2) consecutive hours between (6:00 to 9:00 p.m.).

If parent-teacher conferences are held on a state holiday (i.e. Election Day), conferences can be held in the morning with Professional Development provided after 1:00 p.m., instead of an early dismissal day for staff. Said day shall be counted toward the professional day allotment set forth in ARTICLE X, TEACHER WORK YEAR AND SCHOOL CALENDAR.

11. Workshops. The Association agrees to a minimum of three yearly workshops, scheduled for three (3) hours to end no later than 4:30 pm. On workshop days, teachers shall be guaranteed a minimum of thirty (30) minutes duty-free lunch period.
12. Special Area teachers (art, music, physical education, foreign language, media specialist, school nurse) shall be allowed to attend one-day workshop within their discipline to be paid by the Mountainside Board of Education, subject to approval of the building administrators. Said Special Area teachers shall be allowed to record this day as a professional development day and shall not count against their attendance.

B. Secretaries

1. a. During the normal school year on days school is not in session, not including the summer, and secretaries are scheduled to work, they may leave at 3:00 p.m. with a duty-free lunch period of thirty (30) minutes.
b. During the normal school year, the workday for all secretaries assigned to Deerfield and Beechwood Schools shall begin at 8:00 a.m. and shall end at 4:00 p.m. This total workday shall include a duty-free lunch period of one (1) hour. Provided their responsibilities have been accomplished, at the discretion of the building administrator, on Fridays and on days preceding a holiday or vacation secretaries may leave twenty (20) minutes before the end of the working day.
2. The summer workday for all secretaries shall begin at 8:00 a.m. and shall end at 3:00 p.m. This total workday shall include a one-half (1/2) hour lunch period (non-working).
3. The ten (10) month secretaries shall work from September 1 to June 30 inclusive.
4. All secretaries shall receive fifteen (15) holidays as enumerated on the secretarial calendar. As members of the NJEA, secretaries will not report to work on NJEA Convention Days and will not be charged for those days upon presentation of proof of attendance.

5. Secretaries shall be permitted to adjust their work schedules within their unit to permit one full week off when schools are not in session (Winter/Spring break), so long as there is sufficient coverage.
6. Exceptions to provisions of sections 1, 2, and 3 above may be made when requested by the secretary and approved by the C.S.A. and the total work time per day is not changed. However, it is understood and agreed that the secretary's supervisor may at any time change the work schedule to the above stated time after such exceptions have been made. The secretary's supervisor may make occasional adjustments to the work schedule to accommodate doctor's appointments and the like with notice to the C.S.A.
7. In the event that schools are closed due to inclement weather, the secretaries and paraprofessional(s) will also be excused from reporting to work and will not be charged for those days.
8. Vacation Schedule: Twelve-month secretarial employees of the Board shall be entitled to vacations with full pay for the period in accordance with the following schedule of years of employment and respective vacation periods set forth as follows:
 1. A total of one year full-time employment and less than five years - two weeks.
 2. A total of five years full-time employment and less than eleven years - three weeks.
 3. A total of sixteen or more years full-time employment - four weeks.
 4. Requests for vacations shall be submitted to the Superintendent. Vacations will be scheduled so as not to interfere with the proper operation and maintenance of the school system.
 5. Vacation pay shall be given to the employee the day preceding his/her vacation.
 - f. When a secretary is scheduled to work in accordance with the Administrators/Secretaries' holiday calendar and an administrator chooses to close the buildings, and indicates the employee should not report to the district, the secretary will not be charged for the day.
9. In the event a secretary is required by an administrator to work beyond 37.5 hours in a work week, he/she shall be paid at his/her regular hourly rate or, at the employer's option, shall receive 1 hour of compensation time for each hour worked. If a secretary is required by an administrator to work beyond 40 hours per week, she shall be paid at the rate of 1½ times her hourly rate for each hour worked or, at the employer's option, shall receive 1½ hours of compensation time for each hour

worked. All compensation for overtime must be approved by the Superintendent in advance. All paid hours shall count toward the accumulation of overtime.

C. **Custodians**

1. All custodians shall work an eight (8) hour day plus a half (1/2) hour lunch period. The Board reserves the right to assign an uninterrupted eight (8) hour period, inclusive of lunch at any time between 6:00 a.m. and 12 o'clock midnight of each day.

In the event of a 1:00 p.m. closing, all evening custodians shall report at 12:30 p.m. and work until 8:30 p.m. During times when school is not in session, all custodians must report to their respective position at 7:00 a.m., without exception.

2. All custodians shall be entitled to a half (1/2) hour lunch period to be taken in the building at a designated area.
3. Vacation schedule. Custodial employees of the Board shall be entitled to vacations with full pay for the period in accordance with the following schedule of years of employment and respective vacation periods set forth as follows:
 1. A total of one year full-time employment and less than five years - two weeks.
 2. A total of five years full-time employment and less than eleven years - three weeks.
 3. For any full-time total employment of a period of eleven years or more - four weeks.
 4. Vacations will be scheduled by the Maintenance/Custodian Supervisor after requests have been submitted by the employees by May 1st. Vacations will be scheduled so as not to interfere with the proper operation and maintenance of the school system.
 - e. Vacation pay shall be given to the employee on the day preceding his/her vacation.
 - f. All employees in the unit shall be entitled to twelve (12) paid holidays per year.
4. The regular work week shall be forty (40) hours. All hours worked over forty (40) in any week shall be authorized by the Board and/or the Superintendent and paid at the rate of time and one half. All paid hours shall count toward the accumulation of overtime.

D. **Paraprofessional(s)**

The work year for paraprofessional(s) shall be the same as the teachers' work year.

All paraprofessionals will be considered part-time employees. Paraprofessionals' work week shall not exceed 29 hours per week. Paraprofessionals' lunch at both schools shall be no less than 30 minutes.

All paraprofessionals will receive pro-rated sick, family illness and personal days as follows:

Working 15 to 29 hours per week	7 sick days	2 personal days	2 family illness days
Working up to 14 hours per week	4 sick days	1 personal day	1 family illness day

Paraprofessionals will attend the teacher in-service days in the beginning of the school year. Paraprofessionals will follow the student calendar and only work when school is in session for students. In the event that school is closed due to snow, paraprofessionals will not be required to report to work. Paraprofessionals will be paid in 20 equal payments (2 times per month).

ARTICLE XII

ADMINISTRATIVE DETENTION

A. **Administrative Detention**

Administrative detention will be assigned by the Principal from a pool of teacher volunteers and compensated at the rate set forth in Schedule B. However, the administration reserves the right to incorporate detention supervision into a teacher's scheduled assignment.

ARTICLE XIII

SICK LEAVE

- A. Sick leave is defined under New Jersey Statutes Annotated (R.S.) 18A:30-1 et seq. as follows:

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

- B. In case of personal illness an allowance of full pay will be made as follows:

1. For full-time ten (10) month employees, namely teachers, secretaries and paraprofessional(s) eleven (11) school days in any school year.

2. For full-time twelve (12) month employees, namely custodians, thirteen (13) school days in any school year.

Any of the foregoing eleven (11) or thirteen (13) days which are not utilized that year, shall be accumulative to be used for additional sick leave with full pay as needed in subsequent years.
 3. Part-time employees shall receive a pro rata number of sick days in accordance with the above.
- C. A physician's certificate stating the inability of the employee to report for work, and the period of such disability, may be required in case of absence because of personal illness for more than three (3) consecutive days.
- D. Effective July 1, 2013, employees upon retirement will receive sick leave payout at the rate of \$75.00 per day for actual accumulated sick time up to a maximum of \$15,000, based on years of service in the Mountainside school district, in accordance with law. After ten years of service in the district, employees will be eligible to receive up to \$5,000 in unused sick time. After fifteen (15) year of service, employees will be eligible to receive up to \$10,000. After twenty (20) or more years of service, employees will be eligible to receive up to \$15,000 in unused accumulated sick time, payable at the above rate.
- E. 1. Mountainside Board of Education ("Board") and the Mountainside Education Association ("MEA") mutually agree to the establishment of a Sick Leave Bank for the purpose of covering employees with serious illness or injury with the extension of needed sick leave after they have exhausted all of their accumulated vacation, sick, and personal leave days. Sick Leave Bank enrollment shall be completed by September 15th of each school year. Only duly enrolled employees shall be eligible to participate in the Sick Leave Bank.
1. A "serious illness or injury" shall be defined as a serious illness or injury rendering an individual employee unable to perform such employee's job duties and which requires treatment and/or hospitalization such that such employee shall require a prolonged absence from the District for a period of thirty (30) consecutive days or more. All applications to the "Sick Leave Bank Committee" (as hereinafter defined) for withdrawal of days from the Sick Leave Bank shall be submitted together with a letter from the employee's treating physician providing medical verification of the need for employee's absence.
 2. All participating Members of the MEA shall be eligible to enroll in the Sick Leave Bank. All enrollments in the Sick Leave Bank are and henceforth shall remain voluntary. Only employees who are contributors to the Sick Leave Bank shall be eligible to receive days from the Sick Leave Bank.

3. Employees enrolling in the Sick Leave Bank must contribute two (2) days to the Bank. In order to remain a member of the Sick Leave Bank during ensuing school years, they must continue to contribute one (1) additional day each year. Once the employee has contributed to the Bank those days shall not be returned.
2. The Sick Leave Bank Committee shall be comprised of three (3) members selected by the MEA, and three (3) members selected by the Board, one of whom shall be the Superintendent, or his/her designee. No Board of Education Member will be selected to be a Sick Leave Bank Committee member.
 1. The Sick Leave Bank Committee shall operate and maintain the Sick Leave Bank and shall meet semi-annually and/or otherwise as needed. Four members must be present to constitute a quorum and meetings will be governed by Robert's Rules of Order. Annual reports of total days available and total days used shall be reported by the committee to the Board and to the MEA.
 2. An employee, requesting a withdrawal of days from the Sick Leave Bank shall make application to the Sick Leave Bank Committee on such form(s) to be determined and provided to the MEA by the Committee.
 3. The Sick Leave Bank Committee shall establish standards and procedures that it deems appropriate for the operation of the Sick Leave Bank and shall maintain diligent and accurate records of its administration. The standards and procedures shall include but not be limited to eligibility requirements for participation in the Sick Leave Bank and the conditions under which the sick leave time may be drawn, which shall include, without limitation, the following factors:
 - (i) said employee's specific, verified medical needs;
 - (ii) review of the employee's prior attendance record;
 - (iii) the number of days then available in the Bank; and
 - (v) the best interests of the District.

The Sick Leave Bank Committee will keep the medical information provided on the forms confidential in a locked file cabinet. The employee medical information will be kept separate from the employee's personnel file and the medical information will not be provided by the Committee or its members to other administrators or Board members, the school principal or the school nurse without the employee's express written consent pursuant to N.J.A.C. 6A:32-6.3 (c),(d).

4. The Committee may grant up to thirty (30) days sick leave from the Sick Leave Bank in response to any one application. The Sick Leave Bank shall not extend the allotment to greater than thirty (30) days to any individual

under any circumstances, absent a subsequent completed application for additional days.

5. In the event there are insufficient donated days to compensate the ill employee at his/her usual rate of pay, the employee may request and the Board may grant continuation of salary pursuant to N.J.S.A. 18A:30-6 and/or Family Medical Leave, if applicable.
6. If an application before the Committee is denied, within five (5) working days immediately following the receipt by the applicant of the denial, the decision may be appealed to the Board of Education by the employee. The determination by the Board shall be final and not subject to further appeal or grievance procedure. In the event of an appeal to the Board, the Committee will provide medical information (but not underlying records) to the Board on a need-to-know basis. The Board's consideration of the employee's personal medical information will occur in executive session, with the goal of preserving the employee's privacy to the fullest extent possible.
7. Notwithstanding anything to the contrary contained herein, childrearing leaves are not eligible for Sick Leave Bank days, unless associated with another underlying disability or injury as defined above.
3. If the number of days in the Sick Leave Bank falls below 50, each previously enrolled employee who wishes to remain in the Sick Leave Bank must contribute one (1) more day in order to remain enrolled. Additionally, for one year following the creation of the Sick Leave Bank, each day contributed to the bank by an enrolled employee shall be matched by a Board contribution of one (1) day, to a maximum Board contribution of no more than fifty (50) days at which time the Board shall cease matching employee contributions to same. Employees not in the sick leave bank may join at this time. In addition, at the beginning of each school contract year, there shall be a period of open enrollment ending on September 15 of that year, during which time MEA members who had not previously enrolled, may enroll. If the number of days in the Sick Leave Bank exceeds the total number of days taken by enrolled eligible employees over the last three (3) school years, a contribution holiday will be implemented for that school year and any ensuing school years until the number of the days in the Sick Leave Bank dips to below the number of days taken by enrolled eligible employees over the last three (3) school years. During the contribution holiday, employees who are already enrolled in the Sick Leave Bank will not be required to contribute days and will continued to remain enrolled for the duration of the contribution holiday. During the contribution holiday, any employee not previously enrolled may enroll and participate by contributing days as if no contribution holiday were in place.
4. Since all enrollment and participation in the Sick Leave Bank is voluntary, any enrolled employee may elect to resign from the Sick Leave Bank at any time,

provided however, once contributed, sick days so contributed shall not be returned. Each enrolled employee acknowledges that even if that employee resigns from the Sick Leave Bank, or resigns or is terminated from employment with the District, they have waived and have no claim for payment, or rights to demand the return of any sick days contributed to the Sick Leave Bank.

5. Employees who receive days from the Sick Leave Bank shall be compensated at their regular rate of pay.
6. Employees who are new to the district, or who transferred into the bargaining unit, will be notified upon employment or transfer by the Superintendent or his/her designee of their eligibility to join the Sick Leave Bank and may join the Sick Leave Bank within thirty (30) working days after the completion of their first year of employment.
7. Should the Board and the MEA agree to terminate the Sick Leave Bank, the then remaining days in the Bank will be equally divided among the duly enrolled participating employees at the time of termination, but no employee shall receive an amount of days in excess of the amount actually contributed by that employee.
8. Annually, the District's Business Administrator in cooperation with the Committee, will make an analysis of the total cost to the Board for the Sick Leave Bank benefit for the preceding three (3) years (or such lesser time for the initial three (3) years of the Bank's existence). The calculation of the cost will include the savings to the Board for not having to make the sick leave payouts for the days contributed during those years. Should the cost to the Board exceed the dollar amount that the Board would have spent to participate in the New Jersey Temporary Disability Benefits program for the preceding three (3) years, the Board and the Association agree to reopen for negotiation this section of this Article with the intent of modifying the provisions to keep costs under the cost of the New Jersey Temporary Disability Benefit program.
9. Any employee who participates in and/or invokes the provisions of this plan agrees to hold harmless the MEA and the Board of Education, and their respective members, and may not grieve or otherwise challenge the application of this plan in any judicial or quasi-judicial forum.

ARTICLE XIV

DAYS OFF AND TEMPORARY LEAVES OF ABSENCE

A. General Policy

1. Under no circumstances shall any employee be absent from school without the knowledge of the building Principal or the Superintendent's office.

2. Employees are required to report all absences by calling, any time prior to but no later than 6:00 a.m. on the day of the absence, except in case of emergency. Custodians assigned to the second shift must call the main office secretary no later than 1:00 p.m. on the day of the absence. Employees must state the reason for absence.
- B. Employees shall forfeit their pay for absence for any cause except personal illness, personal leave, illness in the family, death in the immediate family or of nearest relative, death of other relative or close friend, detention on account of quarantine, and forced attendance in court, or by reason of court subpoena except when the absentee is a party of the suit, in which case one (1) day with pay shall be allowed.
- C. Personal Illness (covered in Article XIII SICK LEAVE)
- D. Personal Leave
1. Three (3) days a year of leave may be used for personal matters, noncumulative. One of these days may be used as emergency leave. The purpose of this leave is to relieve employees of financial hardship in situations over which they have no control.
 2. Personal matters mean activities that require the employee's presence during the school day and are of such a nature that they cannot be attended to at a time when school is not in session.
 3. The Superintendent must be notified, in writing on the form provided, five (5) working days prior to the requested absence. The five (5) day limit is waived in cases of emergency.
 4. Personal leave days may be utilized for emergencies or urgent reasons for which taxpayers could reasonably be expected to pay a teacher's salary while he/she utilizes the leave.
 5. A personal leave day shall not be granted for the day preceding or the day following holidays or vacations. A personal leave day shall not be granted the first two weeks of the school year or during the months of December and June except in documented cases.
 6. In the event an employee does not utilize the three (3) days allotted for personal leave (in B.2.a. above), any unused leave days shall be added to the employee's accumulated sick leave days.
- E. Illness in the Family

An employee is entitled to an annual leave due to illness in the immediate family for a period of three (3) school days (noncumulative) at full pay. The employee must state who is ill. Documentation may be requested by the Superintendent.

F. Death in the Immediate Family or Nearest Relative

A maximum of five (5) school days within one (1) month of the date of funeral arrangements, without loss of pay will be allowed for absence due to a death in the employee's immediate family. For the purpose of this provision, the immediate family is defined as: spouse, children, father and mother, brothers and sisters, mother-in-law and father-in-law, grandparents, grandchildren, and such person or persons residing within the employee's immediate household.

G. Death of Other Relative or Close Friend

In case of the death of a nephew, niece, uncle, aunt, brother-in-law, sister-in-law, or close friend, the employee shall suffer no loss in pay for absence on the day of the funeral. Any additional workday(s) may be granted at the discretion of the Superintendent.

H. Quarantine

No deduction in salary will be made in case of unavoidable quarantine because of contagious disease, when such quarantine is not due to personal illness, provided a certificate from health authorities is forwarded to the office of the Superintendent.

I. Jury Duty and Legal Proceedings

New Jersey Statutes Annotated 69-2 provides that school teachers under contract as full-time teachers while the school is in session shall not be exempt from service on any panel of Grand or Petit jurors. Upon request of a teacher under circumstances which would benefit the Mountainside School District, the Superintendent, at his/her sole discretion, and not subject to the grievance procedure, may request a waiver of such exemption for jury duty service on behalf of the requesting teacher. In the event such teacher thereafter performs a jury service on a scheduled workday, the Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports or performs a jury duty.

J. Professional Business Days

Upon approval of the Superintendent, employees shall be permitted to attend professional meetings or seminars related to the employee's then current position. The employees shall be reimbursed for expenses which receive the prior approval of the Superintendent.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. Child Care

The Board of Education shall grant child care leave without pay in accordance with the following procedure:

1. All initial applications for and applications for extensions or reductions of child care leave shall be made in writing to the Superintendent.
2. Any employee intending to apply for child care leave shall advise the Superintendent of the fact of her pregnancy and/or his/her prospective plans for taking child care leave. The employee shall request child care leave of the Superintendent in writing at least sixty (60) days prior to the date the leave is to commence.
3. The request for child care leave shall specify the date when the employee wishes the leave to commence and terminate.
4. Child care leave shall be granted for a period of up to the end of the academic school year in which the child care leave commenced and an additional school year shall be granted upon request of the employee under tenure. An employee on child care leave shall notify the Board in writing of the intention to return to the District by March 1 of the school year preceding the school year in which the employee wishes to return to the District or sixty (60) days prior to said intended return date, whichever is sooner.
5. An employee returning on the first day of the school year in September from child care shall be placed in her/his previously held position if available and administratively feasible.
6. Any employee who has applied for and received child care leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.
7. No employee on child care leave shall, on the basis of said leave, be denied the opportunity to substitute in the school District in the area of her/his competence.
8. Time spent on child care leave of absence shall not count towards salary guide placement experience, seniority, sick leave accumulation, etc.
9. In the event of a child care leave, a 10-month employee shall be given credit on the salary guide in terms of one (1) step movement, if said employee completed 5 months of service in the school year in which leave was granted. 12-month employees shall be given credit on the salary guide in terms of one (1) step

movement, if said employee completed six (6) months of service in the school year in which leave was granted.

10. Only eligible employees are entitled to take leave pursuant to the Family Medical Leave Act ("FMLA"). An eligible employee must have worked for the employer for at least twelve (12) months; and has at least one thousand, two hundred and fifty hours (1,250) of service for the employer during the twelve (12) months period immediately preceding the leave. Vacation days need not be exhausted prior to eligibility for FMLA.

B. Adoption

Any employee adopting a child of preschool age shall receive a leave similar to child care leave which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements of adoption.

ARTICLE XVI

SABBATICAL LEAVE

- A. Subject to applicable statutory provisions of the State of New Jersey, the Board may grant a sabbatical leave of absence for study to a member of the teaching staff who is also a member of the negotiations unit as set forth in Article I herein. Sabbatical leaves of absence are granted for the aforementioned professional improvement which, in the opinion of the Board, shall render a benefit to the Mountainside School District, subject to the following conditions:
1. Approval by the Board, of the sabbatical leave request shall, in addition to all of the other conditions set forth herein, be contingent upon:
 1. Securing a certified employee qualified to assume the applicant's duties while on leave.
 2. A report filed by the Superintendent with the Board indicating to what extent leaves of absence may be granted without detriment to the Mountainside School District.
 2. The Superintendent must approve all plans for study.
 3. Written requests for sabbatical leaves of absence must be received in the Superintendent's office not later than November 15 of the year preceding the year for which the leave is sought. An outline of course of action and benefits to be derived must be submitted to the Superintendent no later than December 1st.
 4. The teacher must have served the Mountainside School District continuously and satisfactorily for a minimum of seven (7) years on a full-time basis.
 5. The sabbatical leave shall encompass a period of one (1) year.

6. Study for the sabbatical year as used herein is defined as a minimum of sixteen (16) points of credit or its equivalent as approved by the Superintendent in an approved college or university.
 7. Provided there are sufficient qualified applicants, no more than two (2) members of the teaching staff as set forth in Article I herein shall be absent on sabbatical leave at any one time.
 8. All sabbatical leaves shall commence on September 1st.
 9. The sabbatical leave positions available shall be distributed as evenly as possible throughout the school system.
 10. The teacher shall furnish reports of the study to the Superintendent as follows:
 1. An outline of course of action and benefits to be derived.
 2. An interim report at the midpoint of the sabbatical leave.
 3. A final report within ten (10) school days after returning to regular duties. Such report shall include the details of the professional objectives obtained.
- B. As a condition to being granted leave, the teacher shall enter into a contract with the Mountainside School District wherein he/she agrees to continue in the service of the Board for the period of not less than two (2) years after the expiration of the sabbatical leave.
- If a teacher fails to continue in service after such sabbatical leave, such teacher shall repay to the Board the sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two (2) subsequent years of service bears to the full two (2) years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board from this obligation.
- C. Teachers on sabbatical leaves of absence will be paid 65 percent of the salary which the teacher would have received had the sabbatical leave not been granted and he or she had been teaching in the Mountainside School District.
- D. Upon return from sabbatical leave, the teacher shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increase while on leave, and the period of the sabbatical leave shall be counted for experience rating purposes, on the salary schedule, as equivalent to the same period of teaching service in the school system. All of the aforesaid shall be conditioned upon all requirements of the sabbatical leave policy being fulfilled satisfactorily in the judgment of the Superintendent.
- E. During the sabbatical leave the sick leave policy will not apply, but the Board will continue to make all of the insurance payments which are made for a teacher not on sabbatical leave.

ARTICLE XVII

INSURANCE PROTECTION

- A. The Board agrees to provide individual and family coverage in accordance with law to employees who work thirty (30) or more hours per week, as follows:
1. School Employees' Health Benefits Program (SEHBP) with Direct 10 as the base plan (switch effective January 1, 2023).
 2. Private Dental Plan in effect for the 2021-2022 school year (child only) with increased orthodontics to \$2,000, commencing January 1, 2023.
 3. Prescription (MMRx) through Health Plan: Local Education, (switch effective January 1, 2023).
 4. Effective January 1, 2023, a Private Vision Plan for employee only to provide the following:

Vision Examination - \$10 copay (once every 12 months)
Lens Copay - \$20 copay (once every 12 months)
Frame Allowance - \$130 allowance (once every 12 months)
Contact Lens (in lieu of frame) - \$130 allowance (once every 12 months)

The Board shall be permitted to offer additional less expensive health plans, such as EPOs or high deductible plans, to Association members.

Employees shall continue to contribute toward their health insurance costs at rates consistent with tier four of P.L. 2011, Chapter 78. Employees hired on or after July 1, 2020, will be offered Medical and Prescription coverage in the State Mandated plans under Chapter 44.

- B. The Board may at its discretion change insurance carriers as long as benefits are equal to or better than those presently provided in all aspects are provided. The Board agrees to notify and discuss the matter with the Association prior to any change of insurance carriers.
- C. Employees may voluntarily waive and surrender their rights to participate in the Board provided health/medical program consistent with the rules of School Employees' Health Benefits Program (SEHBP).

In return for such waiver, the employee will receive an annual allowance of \$3,500 for waiving family coverage, \$2,875 for waiving husband/wife coverage or parent/child coverage or \$2,250 for waiving individual coverage. These payments will be made monthly.

This annual coverage is irrevocable, with the sole exception if the alternate coverage is lost. Then, the employee and eligible dependents may re-enroll. If the waiver is cancelled as noted above or a new employee begins employment during the benefit year, the allowance will be prorated based on the months waived.

To be eligible for the waiver employees must notify the Board by completing the Board approved waiver form no later than May 15 of the work year prior to the annual effective date of the waiver which shall be July 1.

In the event that ratification of agreement makes the above May 15 deadline impossible for the employees to meet, the Board and the Association shall devise an appropriate schedule for the waiver process.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Teachers

1. When recommended by the Superintendent and approved by the Board, payment will be provided by the Board for the full cost of workshops, seminars, conferences, and in-service training sessions.
2. When recommended by the Superintendent and approved by the Board, payment will be provided by the Board for the cost of tuition for graduate courses from an accredited college only for tenured teachers, teachers in their fourth (4th) year or greater of teaching in the District, and for programs or classes approved for reimbursement. Tenured teachers will be paid in the current year and fourth (4th) year or greater non-tenured teachers shall be paid only after having completed a full year of teaching (not including any time taken for Family Leave) following the completion of their graduate course(s) for which reimbursement is sought. Only graduate courses determined by the Superintendent to be in the teacher's area of certification or directly related to the teacher's assignment shall be considered for reimbursement. Teachers receiving such payments will be required to remain in the District's employ for two school years after the date of completion of course work or repay these amounts to the District. All tuition reimbursement requests/payments shall be subject to the requirements of N.J.S.A. 18A:6-8.5.
3. Payment by the Board for the cost of tuition, based on the rate of the State University, shall be dependent upon the employee completing and passing the course of instruction or where grades are given, the employee receiving a grade of "B" or better. The annual cost for tuition for each year of this Agreement incurred by the Board shall not exceed \$15,000 per year. These monies will be distributed according to an allocation process agreed to by the parties. This process shall include the use of unencumbered funds for professional development.
4. The tuition payments by the Board shall not exceed twelve (12) credits in any one calendar year for each year of this Agreement.
5. The aforementioned payment by the Board shall not apply to any courses of instruction which are taken by the teacher during a sabbatical leave.

6. Professional Development

Professional development includes District and individual professional development experiences, and other opportunities offered by a registered New Jersey provider. Goals and activities may be modified throughout the calendar year to meet emerging needs of the staff members.

a. Training Expense

The District agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions required by the administration. Expenses shall include, but are not limited to, registration fees, transportation, materials, and lodging which receive the prior approval of the Superintendent or Designee.

All programs conducted by the District outside the teacher workday, work year, or during the summer, shall be voluntary.

Teachers may attend professional development activities other than those included in the District in-service program in order to meet the 100 hour requirement with the prior approval of the Superintendent or Designee.

Any teacher who receives the prior approval of the Superintendent or Designee to provide in-District training experiences for colleagues and/or community members shall be compensated two (2) hours for each hour of presentation time. Compensation shall be as set forth in Schedule B.

b. Professional Improvement Plans

The development of the teacher's Professional Improvement Plan (PIP) shall be governed by statute, regulations, related case law, and the Standards and Guidelines set for by the PTSB.

The PIP shall be recorded on the form provided for this purpose by the PTSB. A copy of this form shall be kept in the teacher's personnel file.

The teacher shall have the right to modify the PIP throughout the school year to meet the teacher's needs. Modification of the PIP shall require the prior approval of the Superintendent or Designee.

c. Record Keeping

Teachers shall maintain a record of their accumulated professional hours. A summary chart of these hours (along with evidence) shall be presented to his/her immediate supervisor during the end of the year summary evaluation conference. After verification, the summary of professional

development hours chart will be attached to the summary evaluation document and filed in the teacher's personnel files.

B. Secretaries

Secretaries will be encouraged to keep job skills current which should include development of computer skills and attendance at job-related in-service meetings. Cost for same will be borne by the Board, as long as prior approval of the Superintendent has been obtained.

C. Custodians

All custodians will be required to obtain a Black Seal Boiler License within one (1) year of employment. This requirement may be waived by the Superintendent in special circumstances.

D. Mentoring

All payments to mentors by candidate are to be paid by funds secured from the mentee and processed through the district's bookkeeping/payroll system.

1. All vacancies for mentoring positions shall be posted as early as the District is aware of its needs. The posting shall include the qualifications for the positions.
2. Only teachers with more than five years of experience shall serve as a mentor.
3. Whenever possible:
 1. no teacher shall serve as a mentor to more than one (1) provisional/alternate route teacher simultaneously; and
 2. mentors and novice teachers shall be provided with two (2) common planning periods per week.

Training shall be provided for all teachers who serve as mentors before the start of their assignments. The District shall pay all costs connected with said training, including travel to any out-of-District training site, meals, lodging, and miscellaneous fees, in accordance with State regulations with the prior approval of the Superintendent.

ARTICLE XIX

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct, from the salaries of its employees, dues for the Mountainside Education Association, the Union County Conference of Teachers Associations, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-159e and under rules established by the State

Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing on the form listed on the next page.

- B. Representation Fee: Employees who are not members of the Association must pay a representation fee in accordance with New Jersey statute.

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

To: Disbursing Officer - Mountainside Board of Education

- A. I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability therefore.

I designate the Mountainside Education Association to receive dues and distribute according to the organizations indicated:

Mountainside Education Association
Union County Education Association
New Jersey Education Association
National Education Association

- B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board new authorizations from its members showing the individual deduction authorizations and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to the Association the total deduction and not the individual deductions. It shall be the obligation of the Association from the total deduction to make further individual deductions authorized by the members.
- C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Superintendent. The Association shall indemnify, defend and save the Board

harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.

- D. Upon written request of the individual employee, the Board will deduct deposits to the Union County Teachers Federal Credit Union Program.

ARTICLE XX

CURRICULUM AND PROFESSIONAL DEVELOPMENT COMMITTEE

A. Organization

1. Purpose. A Curriculum and Professional Development Committee shall be established and shall meet no later than November 30th of each school year. The purpose of the Committee shall be to strengthen the educational program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the school, and the community.
2. Membership. The Committee shall consist of the administrative team, teacher coordinators, math and reading specialists and co-presidents of the MEA or their designees up to three (3) MEA representatives.
3. The Committee shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, and grade levels, association committees, administrators, Board members, students, or other interested parties.
4. The Superintendent will chair the Curriculum and Professional Development Committee.
5. The Committee shall meet no less than three (3) times a year.
6. The Superintendent shall furnish to the Committee, in response to reasonable requests made by council from time to time, available public information and data concerning the Mountainside School District which the Committee may require in connection with its deliberations. Nothing herein contained will impose any obligation on the part of the Superintendent to disclose any information which may be classified as privileged and/or confidential. The Superintendent, in his/her sole discretion, shall determine the propriety of complying with any of the requests for information by the Committee. Any requests for information which are denied by the Superintendent may, at the request of the Committee, be reviewed by the Board. The final determination of the Board shall not be subject to the grievance procedure.

ARTICLE XXI

MISCELLANEOUS

- A. The Board and the Association agree there shall be no discrimination in violation of the New Jersey Law Against Discrimination in the practices, policies, or procedures of either party.
- B. Copies of this Agreement shall be prepared by both parties and duplicated by the Board in loose leaf binder form with expenses equally shared by the parties. The Agreement shall be reproduced within thirty (30) days after it has been signed and copies shall be made available to all individuals, now employed or hereafter employed, in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition," of this Agreement. New pages shall be reproduced and distributed to all current employees within 30 days after the agreement has been signed and ratified by both parties. Each staff member shall be responsible for maintaining his/her copy of the agreement and must return same to the Board Office upon leaving the District. The Board will present copies to all new employees.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party will do so by e-mail or certified or registered mail at the following addresses:
 - 1. If by the Association to the Board: Beechwood School, Woodacres Drive, Mountainside, New Jersey 07092.
 - 2. If by the Board to the Association: At the address to be kept on file with the Secretary of the Board.
- D. The Association shall notify the Board, within ten (10) calendar days after any election, of the names of all of its officers.
- E. The Association shall notify the Board, within ten (10) calendar days after the formation of new committees.
- F. All employees using their personal automobiles for district business shall be reimbursed by the Board at the rate permitted by the Office of Management and Budget (OMB).
- G.
 - 1. Openings for all known positions in summer curriculum work and summer school shall be publicized by the Superintendent by May 1st. The notice shall include qualifications, duties, and compensation for the position.
 - 2. Teachers shall be paid for curriculum writing done outside the regular workday and for summer school at the rate set forth in Schedule B.
- H.
 - 1. Openings for all known positions in summer school shall be publicized by the Superintendent or designee by May 1st. The notice shall include qualifications, duties, and compensation for the position.

2. Selection

In selecting teachers to fill openings in the Mountainside Summer School, consideration will be given to a teacher's area of competence, major and minor fields of study, experience in the Mountainside Summer School and, of primary consideration, the needs of the program.

I. Leave Replacement Teachers

1. Shall be entitled to one sick day per month, up to a total of ten days.
2. Shall be entitled to bereavement days pursuant to Article XIV, Section B. 4.6 and B.4.7.
3. Shall be paid monthly on the 15th of each month. Any deductions for missed days shall be taken from the next subsequent paycheck.
4. Shall not be penalized for emergency closing of school.
5. Shall be paid their appropriate per diem rate during student days and in-service days.
6. Shall be required to work the same hours as contracted employees.
7. During contractual hours, shall be responsible for the same duties as the staff member being replaced by the leave replacement teacher.
8. Attendance beyond contractual hours (i.e. back to school night, open house, parent conference, training staff meetings, Blood Borne Pathogen training) shall be compensated at an hourly rate of \$32.19.

- J. Employees, other than paraprofessionals, who have perfect attendance from September to January 31st, shall receive \$200 by March 1st. Employees, other than paraprofessionals, who have perfect attendance from February 1st through June, shall receive \$200 by August 1st.

Paraprofessionals or part-time employees who have perfect attendance from September to January 31st, shall receive \$100 by March 1st. Paraprofessionals and part-time employees, who have perfect attendance from February 1st through June, shall receive \$100 by August 1st.

Perfect attendance is defined as an employee working all days within a calendar year that the employee is scheduled to work.

ARTICLE XXII

SEPARABILITY AND SAVINGS

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected, thereby, and shall continue in full force and effect.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV

SALARY GUIDES

Schedule A for Teachers	-	2022-2023; 2023-2024; 2024-2025
Schedule B for Coaches, Hourly Rates, Etc.		2022-2023; 2023-2024; 2024-2025
Schedule C for Secretaries	-	2022-2023; 2023-2024; 2024-2025
Schedule D for Paraprofessionals(s)	-	2022-2023; 2023-2024; 2024-2025
Schedule E for Custodians	-	2022-2023; 2023-2024; 2024-2025

Salary guides to provide for a 3.50% increase in 2022-2023, 3.35% increase in 2023-2024; and a 3.35% increase in 2024-2025. Salary increase shall be inclusive of the increment. Salary guides to be mutually agreed to by the parties.

SCHEDULE A

TEACHERS

YEAR 1

2022-23

Mountainside EA

Salary Guide Step	BA	MA	MA +30
1	54,875	57,949	60,899
2	55,377	58,451	61,401
3	55,990	59,070	62,026
4	57,044	60,148	63,128
5	57,987	61,139	64,180
6	59,142	61,999	65,202
7	60,354	63,951	66,479
8	61,768	64,860	67,828
9	63,559	66,631	69,583
10	65,627	68,713	71,675
11	67,908	71,298	73,822
12	70,236	73,481	76,236
13	72,751	75,827	78,775
14	75,261	78,335	81,285
15	77,871	80,945	83,895
16	80,632	83,707	86,656
17	84,949	88,024	90,973
18	91,795	94,582	97,821

Longevity: Credit for prior contractual teaching experience in New Jersey public schools applicable towards longevity shall be the same as years of credit on salary guide as determined at time of hiring. No credit will be given for private school or substitute teaching experience.

Effective for employees *not* currently earning longevity or hired on or after July 1, 2013, longevity shall be payable for years of contractual teaching experience in the Mountainside school district only.

Upon completion of 20 years of service - \$900 total.

Upon completion of 24 years of service - \$1800 in total, not cumulative.

Upon completion of 28 years of service - \$2700 total, not cumulative.

YEAR 2**2023-24****Mountainside EA****Salary Guide
Step****BA****MA****MA +30**

1	54,875	57,949	60,899
2	55,377	58,451	61,401
3	55,990	59,070	62,026
4	57,044	60,148	63,128
5	58,132	61,445	64,469
6	59,556	62,681	65,854
7	60,837	63,951	67,144
8	62,200	65,638	68,438
9	63,623	66,764	69,861
10	65,627	68,713	71,675
11	68,587	71,298	74,413
12	70,236	73,481	76,236
13	72,751	75,827	78,775
14	75,261	78,335	81,285
15	77,871	80,945	83,895
16	80,646	83,721	86,670
17	85,534	88,612	91,564
18	93,295	96,082	99,321

Longevity: Credit for prior contractual teaching experience in New Jersey public schools applicable towards longevity shall be the same as years of credit on salary guide as determined at time of hiring. No credit will be given for private school or substitute teaching experience.

Effective for employees *not* currently earning longevity or hired on or after July 1, 2013, longevity shall be payable for years of contractual teaching experience in the Mountainside school district only.

Upon completion of 20 years of service - \$900 total.

Upon completion of 24 years of service - \$1800 in total, not cumulative.

Upon completion of 28 years of service - \$2700 total, not cumulative.

YEAR 3
2024-25

Mountainside EA

Salary Guide Step	BA	MA	MA +30
1	54,875	57,949	60,899
2	55,377	58,451	61,401
3	55,990	59,070	62,026
4	57,044	60,148	63,128
5	58,132	61,445	64,469
6	59,556	62,681	65,854
7	60,837	63,951	67,144
8	62,200	65,638	68,438
9	63,623	66,764	69,861
10	65,627	68,713	71,675
11	68,587	71,298	74,413
12	70,236	73,481	76,236
13	72,751	75,827	78,775
14	75,261	78,335	81,285
15	77,871	80,945	83,895
16	81,946	85,021	87,970
17	86,734	89,812	92,764
17a	90,765	93,697	96,893
18	94,795	97,582	101,021

Longevity: Credit for prior contractual teaching experience in New Jersey public schools applicable towards longevity shall be the same as years of credit on salary guide as determined at time of hiring. No credit will be given for private school or substitute teaching experience.

Effective for employees *not* currently earning longevity or hired on or after July 1, 2013, longevity shall be payable for years of contractual teaching experience in the Mountainside school district only.

Upon completion of 20 years of service - \$900 total.

Upon completion of 24 years of service - \$1800 in total, not cumulative.

Upon completion of 28 years of service - \$2700 total, not cumulative.

SCHEDULE B
STIPENDS FOR COACHES/COORDINATOR/DIRECTOR

	1-2yrs	3 yrs.+
Girls Basketball Coach	\$3,189	\$3,644
Girls Asst. Basketball Coach	\$2,276	\$2,734
Boys Basketball Coach	\$3,189	\$3,644
Boys Asst. Basketball Coach	\$2,276	\$2,734
Boys Baseball Coach	\$3,189	\$3,644
Boys Asst. Baseball Coach	\$2,276	\$2,734
Girls Softball Coach	\$3,189	\$3,644
Girls Asst. Softball Coach	\$2,276	\$2,735
Track Coach	\$2,868	\$3,277
Asst. Track Coach	\$2,047	\$2,459
Girls Soccer Coach	\$3,189	\$3,644
Asst. Girls Soccer Coach	\$2,276	\$2,734
Boys Soccer Coach	\$3,189	\$3,644
Asst. Boys Soccer Coach	\$2,276	\$2,734
Field Hockey	\$2,868	\$3,277
Volleyball	\$2,868	\$3,277
Tennis	\$2,047	\$2,459
Cheerleading (2)	\$2,047	\$2,459
Play Director	\$3,949	\$4,405
Assistant Play Director	\$2,471	\$2,734
Set Design & Construction	\$2,471	\$2,734
TEP Coordinator	\$2,471	\$2,734
Asst. Coordinator	\$1,912	\$2,459
Co-Advisor Yearbook (2)	\$3,342	\$3,796
8 th Gr Trip Coordinator	\$530	\$583
Grades 5 & 8 Overnight Trip Teacher Chaperones	\$265	\$278
Computer Coordinator	\$14,341	
Student Council Advisor*	\$3,342	\$3,796
In-District Training (XVIII 6.b.)	\$56.73 per/hr.	
Computer Facilitators	\$27,997	
Athletic Coordinator	\$1,946	\$2,276
Lead Teacher	\$5,000	
Asst. Play Dir. Pit Band	\$556	\$612
Musical/Play Choreographer	\$556	\$612
Teen Arts Coordinator	\$530	\$583
Literary Magazine Advisor	\$1,640	\$2,026

For 2022-2023, 2023-2024, and 2024-2025, mentors shall receive the amount, for alt./rt. and trad/rt., the State funds per teacher in that specific year.

Per Session Activities

Position	Rounded Rate
Away Game Assistance	\$36.00
Rec. Club. After School Supervisor	\$36.00
Recreation Activities Club Asst. – Fall (2)	\$36.00
Recreation Activities Club Asst. – Spring (2)	\$36.00
Admin. Detention Advisor	\$24.00
Ecology Club Advisor	\$36.00
Art Club Gr K-2	\$36.00
Art Club Gr 3-4	\$36.00
Art Club Gr 5-6	\$36.00
Art Club Gr 7-8	\$36.00
Chess Club K-2	\$36.00
Chess Club 3-5	\$36.00
Audio/Visual Club Advisor	\$35.00
Robotics Club Advisor	\$35.00
Video Editing Club Advisor	\$36.00
Band Director (Lessons)	\$43.00
Jazz Band Director	\$43.00
Chorus Director- Select	\$43.00
TEP Enrichment	\$36.00
Coding Club 3-5	\$35.00
Coding Club 6-8	\$35.00
Health Bee (2)	\$35.00
Class Coverage	\$36.00
Curriculum Writing	\$44/hour
Summer School	\$44/hour

"Full-time" coaching shall be as per job description with 72 hours minimum.

Verified coaching experience outside of Mountainside may also be considered in classification where experience is, in the opinion of the Superintendent, applicable and beneficial to the program in Mountainside.

Unless otherwise stated, intramural coaches or extra services will be paid \$36.00 per diem (session).

Separate checks will be issued for extra curricular activities.

Volleyball Stipend - when the same person is selected to coach boys and girls volleyball and the practices are held at the same time and the matches are scheduled on the same day, the stipend shall be 1 1/2 times the stipend of a single coach.

*Student Council Advisor stipend- in the event that this position is held by two staff members, the stipend shall be split equally amongst the two staff members, with each staff member receiving 1/2 of the value of the stipend.

SCHEDULE C

SECRETARIES

**YEAR 1
2022-23**

**YEAR 2
2023-24**

**YEAR 3
2024-25**

Salary Guide			Salary Guide			Salary Guide		
Step	10-month	12-month	Step	10-month	12-month	Step	10-month	12-month
1	46,593	55,911	1	47,621	57,145	1	48,768	58,521
2	47,161	56,593	2	48,189	57,827	2	49,336	59,203
3	47,735	57,283	3	48,764	58,517	3	49,910	59,893
4	48,318	57,981	4	49,346	59,215	4	50,493	60,591
5	48,907	58,689	5	49,935	59,923	5	51,082	61,299
6	49,472	59,366	6	50,500	60,600	6	51,647	61,976
7	50,108	60,130	7	51,137	61,364	7	52,283	62,740
8	50,720	60,864	8	51,748	62,098	8	52,895	63,474
9	51,340	61,607	9	52,368	62,841	9	53,515	64,217
10	51,967	62,360	10	52,995	63,594	10	54,142	64,970
11	52,761	63,313	11	53,789	64,547	11	54,936	65,923
12	53,245	63,894	12	54,273	65,128	12	55,420	66,504
13	54,215	65,058	13	55,243	66,292	13	56,390	67,668
14	54,878	65,854	14	55,907	67,088	14	57,053	68,464
15	55,550	66,660	15	56,578	67,894	15	57,725	69,270
16	56,229	67,475	16	57,258	68,709	16	58,404	70,085

Longevity: shall be obtained through years of service in the district.

Upon completion of 10 years of service - \$400 total.

Upon completion of 15 years of service - \$500 in total, not cumulative.

Upon completion of 20 years of service - \$600 total, not cumulative.

SCHEDULE D

Paraprofessional(s)

YEAR 1 2022-23

YEAR 2 2023-24

YEAR 3 2024-25

Salary Guide Step	Hourly	Salary	Salary Guide Step	Hourly	Salary	Salary Guide Step	Hourly	Salary
1	26.05	27,191	1	26.68	27,852	1	27.34	28,545
2	26.32	27,473	2	26.95	28,134	2	27.61	28,827
3	26.59	27,755	3	27.22	28,416	3	27.88	29,109
4	26.86	28,037	4	27.49	28,698	4	28.15	29,391
5	27.13	28,319	5	27.76	28,980	5	28.42	29,673
6	27.40	28,601	6	28.03	29,262	6	28.69	29,955
7	27.67	28,883	7	28.30	29,544	7	28.96	30,237
8	27.94	29,164	8	28.57	29,825	8	29.23	30,518
9	28.21	29,446	9	28.84	30,107	9	29.50	30,800
10	28.48	29,728	10	29.11	30,389	10	29.77	31,082
11	28.75	30,010	11	29.38	30,671	11	30.04	31,364
12	29.02	30,292	12	29.65	30,953	12	30.31	31,646
13	29.29	30,574	13	29.92	31,235	13	30.58	31,928
14	29.56	30,856	14	30.19	31,517	14	30.85	32,210
15	29.83	31,138	15	30.46	31,799	15	31.12	32,492
16	30.10	31,420	16	30.73	32,081	16	31.39	32,774

Longevity: shall be obtained through years of service in the district.

Upon completion of 10 years of service - \$400 total.

Upon completion of 15 years of service - \$500 in total, not cumulative.

Upon completion of 20 years of service - \$600 total, not cumulative.

SCHEDULE E

CUSTODIANS

YEAR 1

2022-23

Salary Guide Step	Custodian	Custodian (BS)	Maintenance	Maintenance (BS)
1	38,973	39,473	42,973	43,473
2	39,773	40,273	43,773	44,273
3	40,573	41,073	44,573	45,073
4	41,373	41,873	45,373	45,873
5	42,173	42,673	46,173	46,673
6	42,973	43,473	46,973	47,473
7	43,973	44,473	47,973	48,473
8	44,873	45,373	48,873	49,373
9	45,773	46,273	49,773	50,273
10	46,673	47,173	50,673	51,173
11	47,573	48,073	51,573	52,073
12	48,473	48,973	52,473	52,973
13	49,473	49,973	53,473	53,973
14	50,473	50,973	54,473	54,973
15	51,473	51,973	55,473	55,973
16	52,223	52,723	56,223	56,723
OG1		65,138		

YEAR 2

2023-24

Salary Guide Step	Custodian	Custodian (BS)	Maintenance	Maintenance (BS)
1	40,265	40,765	44,265	44,765
2	41,065	41,565	45,065	45,565
3	41,865	42,365	45,865	46,365
4	42,665	43,165	46,665	47,165
5	43,465	43,965	47,465	47,965
6	44,265	44,765	48,265	48,765
7	45,265	45,765	49,265	49,765
8	46,165	46,665	50,165	50,665
9	47,065	47,565	51,065	51,565
10	47,965	48,465	51,965	52,465
11	48,865	49,365	52,865	53,365
12	49,765	50,265	53,765	54,265
13	50,765	51,265	54,765	55,265
14	51,765	52,265	55,765	56,265
15	52,765	53,265	56,765	57,265
16	53,515	54,015	57,515	58,015
OG1		66,430		

YEAR 3
2024-25

Salary Guide Step	Custodian	Custodian (BS)	Maintenance	Maintenance (BS)
1	41,588	42,088	45,588	46,088
2	42,388	42,888	46,388	46,888
3	43,188	43,688	47,188	47,688
4	43,988	44,488	47,988	48,488
5	44,788	45,288	48,788	49,288
6	45,588	46,088	49,588	50,088
7	46,588	47,088	50,588	51,088
8	47,488	47,988	51,488	51,988
9	48,388	48,888	52,388	52,888
10	49,288	49,788	53,288	53,788
11	50,188	50,688	54,188	54,688
12	51,088	51,588	55,088	55,588
13	52,088	52,588	56,088	56,588
14	53,088	53,588	57,088	57,588
15	54,088	54,588	58,088	58,588
16	54,838	55,338	58,838	59,338
OG1		67,753		

*Includes Black Seal stipend of \$500.00

Longevity: shall be obtained through years of service in the district.

For custodians currently earning longevity:

LONGEVITY SCHEDULE FOR CUSTODIANS

After	5 Years	\$200
	10 Years	\$150
	15 Years	\$100

Effective for custodians not currently earning longevity, or hired on or after July 1, 2013:

Upon completion of 10 years of service - \$300 total.

Upon completion of 15 years of service - \$400 in total, not cumulative.

Upon completion of 20 years of service - \$500 total, not cumulative.

- A. The custodian's salary shall be on a twelve-month basis (July 1 to June 30 of each year) and his/her salary shall be in twenty-four equal semi-month payments.
- B. All custodians who do not have a Black Seal Boiler License will receive a salary increase of \$500 per year when they obtain said license.

- C. The Board shall reimburse each employee 100% of the cost of safety shoes in each year of agreement, upon presentation of receipts for purchase of same, but in no case shall the reimbursement exceed \$125 per employee per year. The Superintendent and the Association President shall mutually agree upon three sets of work clothes per employee per year at Board expense.
- D. Employees are expected to wear such uniforms while on duty.
- E. The Board of Education shall provide a \$125 winter coat allowance during the extent of the contract to custodians assigned to the maintenance, grounds crew or snow removal.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 2022 and shall remain in full force and effect through June 30, 2025. If either party desires to change, modify or terminate the Agreement, it shall, give written notice thereof and furnish a copy of its proposals as provided in Article II, "Negotiations Procedures."

IN WITNESS WHEREOF, the parties subsequent to ratification and Board Resolution, hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their respective corporate seals affixed hereto at Mountainside, New Jersey on this 30 day of August, 2022.

Mountainside Education Association

By: Corrin Avery
Co-President

Sue G.
Co-President

Mountainside Board of Education

By: James W. Zuber
President

[Signature]
Secretary