

AGREEMENT

Regarding

THE TERMS AND CONDITIONS OF EMPLOYMENT

Between

THE BOARD OF EDUCATION

and

THE MAHWAH EDUCATION ASSOCIATION, INC.

of the

MAHWAH TOWNSHIP PUBLIC SCHOOLS

of

MAHWAH, NEW JERSEY

July 1, 2019 to June 30, 2023



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NEGOTIATING TEAMS

**Agreement
July 1, 2019 – June 30, 2023**

Mahwah Board of Education

Mahwah Education Association

Dr. C. Lauren Schoen, Ed.D., Superintendent
Dennis M. Fare, Assistant Superintendent
Kyle J. Bleeker, Business Administrator

Board of Education Negotiators

Mr. Michael Galow, Chairperson
Mr. Richard DeSilva, Board Member
Mr. Benjamin Kezmarsky, Board Member
Dr. Prema Moorthy, Board Member

MFA Negotiating Team

Andrew Beutel, Chairperson
Henry Kuipers, Chairperson

Teachers:

Michael Doris
Jennifer Ehrenberg
Jennifer Fitzgerald
Richard Gordon
William Howe
Urszula Uzar

Support Staff:

Christine Noonan

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PART I

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

ARTICLE 1

RECOGNITION

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

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

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

ARTICLE 2

NEGOTIATION PROCEDURE

Negotiations shall be held in accordance with the rules and regulations of the Public Employment Relations Commission. Any agreement reached will be reduced to writing and signed by representatives of the Board and the Association. Such agreement will be subject to ratification by the majority vote of the full Board of Education and by the Association.

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ARTICLE 3

BOARD RIGHTS AND RESPONSIBILITIES

- A. Except as limited by the terms of the Agreement, the Board reserves to itself all rights and responsibilities under law and jurisdiction and authority over matters of policy, including but not limited to the following:
1. the right to direct employees of the School District;
 2. to hire, promote, transfer, assign and retain employees in positions in the School District, and to suspend, discharge or take other disciplinary action against employees as permitted under Title 18A;
 3. to relieve employees from duty as defined under Title 18A;
 4. to maintain the efficiency of the School District operations entrusted to them;
 5. to determine the general policy by which such operations are to be conducted; and
 6. to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.
- B. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. In addition, representatives of the Board and of the Association shall meet at reasonable times and negotiate in good faith with respect to:
1. grievances;
 2. the terms and conditions of employment; and
 3. rates of pay, hours of work, and other conditions of employment.
- C. It shall be clearly understood by both parties that the salary schedules (e.g., designated as Schedule A included in the Agreement) do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all employment, adjustment, and increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow the procedures set forth in "Supervision and Evaluation Procedures."
1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
 2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his/her own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.

3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of said action, together with the reasons, to the employee concerned.

ARTICLE 4

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, or conferences and meetings related to same, he/she shall suffer no loss in pay.
- B. Representatives of parent organizations (e.g., the New Jersey Education Association and the National Education Association) may transact business on school property with the approval of the Superintendent. Approval shall not be unreasonably withheld. Such transactions shall not interfere with or interrupt normal school operations.
- C. The Association shall pay for the actual cost of all materials and supplies incident to its use.
- D. All opening of school orientation programs for new teachers shall be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be actually agreed upon during planning of such programs.
- E. The Board shall provide a total of twelve (12) days per school year of released time for the Mahwah Education Association president, officers, and committee persons to perform functions as Association representatives. Of the twelve (12) days, the president shall take no more than five (5) days of released time and each other officer or committee member shall take no more than three (3) days per person. The person applying for said leave shall notify his/her immediate superior two (2) days in advance and shall be granted released time as set forth in this Article. The president of the MEA shall be provided release time from homeroom responsibilities, or the equivalent amount of time/responsibility, without loss of pay.
- F. At least thirty (30) days prior to any official Board action which will cause a reduction in force of covered employees to occur, the Board shall notify the Association, in writing, of said impending action. The Association shall have the right, within the notification period and prior to said official action by the Board, to make its views known, in writing, to the Board.
- G. In the event of privatization, at least three (3) months prior notice will be given to unit members.

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- H. Each building administrator shall, upon the request of the Association committee or the principal, meet with a building committee of his/her staff appointed by the Association to review and recommend practices on student discipline in that school building. Said meeting shall be scheduled within fifteen (15) days of the initial request. All recommended practices shall be consistent with the policy of the Mahwah Public Schools.

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

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

ARTICLE 5

SICK LEAVE

- A. All twelve (12) month employees shall be entitled to twelve (12) sick leave days per year with pay, all eleven (11) month employees shall be entitled to eleven (11) sick leave days per year with pay, and all ten (10) month employees shall be entitled to ten (10) sick leave days per year with pay. These days will be available for the employees' use as of the first official work day of the work year, whether or not they report for duty on that day. Employees that are taking an approved year-long unpaid leave of absence do not receive this sick day bank. Employees who commence employment with the Board after the last day of the first month of their regular work year, *i.e.*, July or September, shall be credited with one (1) sick leave day for each full or partial month remaining in the work year. An employee's allocation of sick leave days, either full or pro-rated, shall be credited to the employee on the first day of work.

Unused sick leave days shall be accumulated from year to year with no maximum limit. Unused personal days may be accumulated as unused sick leave at the rate of one (1) sick day for each unused personal day. At the beginning of the school year, each employee will receive, within forty-five (45) calendar days of the opening of school, a written notice of his/her total unused vacation and accumulated sick days.

- B. In the event of illness, employees who have exhausted their sick leave may be paid their regular salary, which may be reduced by the pay of a substitute. The granting and duration of this additional pay is subject to the approval of the Board on a case-by-case basis, in accordance with the terms of N.J.S.A. 18A:30-6.
- C. Employees terminating their contract with the School District will be reimbursed at the rate of 33 1/3 % (computed on the basis of 200 days per year for ten (10) month employees, 220 days per year for eleven (11) month employees and 240 days per year for twelve (12) month employees) of their final 12 months' per diem salary according to the following:

1. Any employee with more than 240 days of sick leave as of June 30, 1992, may continue to collect sick days and be paid for same at the rate of 33 1/3 % provided that the maximum amount upon which reimbursement may be calculated shall not exceed the balance of unused sick leave days as of June 30, 1994.
2. Any employee with fewer than 240 days of sick leave is eligible to be paid for unused sick leave to a maximum of 240 sick days at the rate of 33 1/3% provided they were employed prior to June 30, 1992.
3. Anyone who becomes employed subsequent to June 30, 1992 is eligible to receive compensation for unused sick leave at the rate of 33 1/3% up to a maximum of 120 days. Eligibility will begin with the 4th year of continuous service.
4. Pursuant to N.J.S.A. 18A:30-3.6, any employee who commenced service after May 21, 2010 is limited to a maximum of \$15,000 in compensation for unused sick leave, payable only at retirement from the District.

Payment of this severance shall be made as one of the following: (a) a payment to the employee's 403b account, (b) a payment to the employees 457 account, or (c) a combination of (a) and (b). Payment shall be limited to the maximum allowable amount per IRS regulations. Any severance owed in excess of the IRS maximum allowable contribution will be provided directly to the employee in the form of a check with applicable taxes withheld.

- D. In the event of the death of an employee, prior to severance and collection of this payment, said payment shall be made to the estate of said employee: provided, however, that this estate payment shall only apply to employees with ten (10) or more years of service in Mahwah, and further provided that application for said payment be made to the Board of Education within twelve (12) months next following the death of said employee. Payment to the estate of an employee is not permitted for employees who commenced service after May 21, 2010, pursuant to N.J.S.A. 18A:30-3.6.
- E. In addition, employees who take a pension retirement (TPAF or PERS) will be given the opportunity of continuing coverage under the dental and prescription insurance, if provided by the Board as separate plans, at their own expense until they reach the age of sixty-five (65).

ARTICLE 6

TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-cumulative leave of absence with full pay each school year.
1. Four (4) days' personal leave of absence for legal, business, household or family matters which require absence during work days. Application to the employee's principal or other immediate supervisor for temporary leave shall be made at least

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two (2) days before taking such leave (except in the case of emergencies) through our online attendance management system. Three (3) or more consecutive personal days, and personal days preceding or following holiday/vacation periods, may only be taken with written approval of the Superintendent. An employee may roll over up to one (1) unused personal day to the following year for no more than a bank of five (5) personal days at any time. This additional day will be designated, as a best practice, to the use of family-emergency. Additional unused personal days may be accumulated as unused sick leave at a rate of one (1) sick day for each remaining unused personal day.

2. Time necessary for appearance, as required by legal process, in any legal proceedings connected with the teacher's employment or with the school system.
3. Time necessary for jury duty.
4. Up to three (3) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature at the discretion of the Principal. Following such a conference and/or visiting other schools, a written report must be submitted to the principal. The length of the report is not required to be more than one page typed doubled spaced.
5. Up to a total of three (3) days for official representatives of the Association to attend conferences and conventions of state and national affiliated organizations with a week's prior notice to the Superintendent or his/her representative.
6. Up to five (5) school days at the end of the school year (for teachers only), as may be required to attend summer school classes and/or to travel to the place where such classes are to be held at the discretion of the Superintendent. This leave may be extended in the case of scholarships, grants, fellowships or similar matters at the discretion of the Superintendent.
7. Bereavement Days:
 - a. Up to five (5) work days at any one time for the death of an employee's spouse/partner, child, parent, brother, sister, parents-in-law or grandchild.
 - b. Up to three (3) work days in the event of the death of an employee's grandparents.
 - c. Up to two (2) work days in the event of the death of an employee's other relatives.
 - d. One (1) day for the death of non-family members.
8. Other leaves of absence with pay may be granted by the Superintendent, with Board approval, for good reason.

- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE 7

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence for up to two (2) years without pay may be granted at the Board's discretion to a tenured teacher who joins the Peace Corps, VISTA, or serves as an exchange teacher or overseas teacher, and is either a full-time participant in such programs or accepts a scholarship or fellowship.
- B. A leave of absence without pay for up to one year may be granted for the purpose of caring for a sick member of the employee's immediate family, pursuant to New Jersey Family Leave Act (NJFLA) and/or Family Medical Leave Act (FMLA) guidelines.
- C. Other leaves of absence without pay may be granted by the Board for good reason.
- D. All benefits to which an employee was entitled at the time of his/her leave of absence and which remain unchanged in any successor Agreement shall be restored upon his/her return, except the right to assignment to the same position which was vacated by his/her leave.
- E. Any unit member having advance knowledge of a forthcoming period of physical disability (including pregnancy), confirmed by a licensed medical practitioner, shall notify the Superintendent or Assistant Superintendent of such probable absence and the expected inclusive dates of such impending absence. Nothing in this provision shall prevent an employee from using his/her sick time during the period of this disability.
- F. Any unit member may request a child care leave, without pay, and such leave will be granted by the Board. Such leave will commence at a time mutually acceptable to the Board and the unit member. The unit member shall be entitled to take leave for the following duration: the balance of the school year following the birth of a child and up to two (2) additional school years, with a return to employment in September of the third school year following the childbirth. To be eligible for a second two (2) year maternity leave, the employee must work a minimum of one school year in between leaves.

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

- G. Leave extensions will be considered on a case-by-case basis and extended at the discretion of the Board, upon the recommendation of the Superintendent. As a practical matter, leaves of absence will not be granted for periods in excess of 24 successive calendar months. Reinstatements will commence at the beginning of a semester or given school year for any extended leave beyond Family Medical Leave Act and maternity leave.

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

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

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

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

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

ARTICLE 8

INSURANCE PROTECTION

- A. The Board shall provide health care insurance protection greater than or equal to the New Jersey School Employees Health Benefit Program as offered by the New Jersey Department of the Treasury Division of Pensions and Benefits or another Program if mutually agreeable to the Board and the MEA.

For all employees with a start date on or after July 1, 2017, the employee shall be limited to NJDIRECT 15 or a lesser cost plan for health coverage. Upon receiving tenure, said employee is eligible for any Health Plan offered through the SEIBP and consistent with plans offered to all other MEA members.

- B. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums, as agreed upon above, to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.

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

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

Effective July 1, 2018, a maximum contribution of 26% of the premium shall be established for all certificated staff.

Effective July 1, 2018, for secretaries, bus drivers, maintenance/custodial, and non-certificated nurses, the maximum contribution shall be 2% less than mandated by the P.L. 2011 Chapter 78 premium contribution chart.

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

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

- D. For the duration of this Agreement, the Board shall pay the full premium for a dental plan for each employee and his/her dependents. Employees, through payroll deduction, shall contribute to the premiums for insurance as mandated by P.L. 2011 Chapter 78 (if applicable).
- E. All personnel will be given a Mantoux Test by the school nurse, as required by law. If an employee shows a positive reaction, he/she will be required to have a chest X-ray. An employee having a positive tuberculin reaction, followed by a negative chest X-ray, shall be required to have a physical examination each year prior to December first, stating that the employee is free of contagion. The cost of the required X-ray or physical examination will be borne by the Board of Education.

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

- F. Health insurance coverage shall continue for employees who are called up to active military service.
- G. There shall be a voluntary health insurance waiver plan for employees eligible to receive family or spouse/partner coverage.
 - 1. Employees who are eligible and who voluntarily elect to waive coverage shall be entitled to receive the following: \$3,000.

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2. Payment of the waiver amount shall be made on the last workday of the school year in which the insurance coverage is not in effect.
3. Employees can waive coverage for part of the year, as allowed by New Jersey School Employees Health Benefit Program guidelines and procedures, and receive a pro-rated payment.
4. Employees who have no other comprehensive family or spouse/partner insurance shall not be permitted to waive coverage. Proof of insurance must be supplied as per New Jersey School Employees Health Benefit Program requirement.
5. An employee who waives coverage may re-enroll for the next year during the open enrollment period or due to a life-changing event.
6. Any employee who initially waives coverage and then is eligible to re-enroll shall:
 - a. Notify the business office immediately.
 - b. The business office will arrange for coverage with the current carrier as soon as permissible.

ARTICLE 9

DEDUCTION FROM SALARY

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

ARTICLE 10

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure shall be to secure at the lowest possible administrative level equitable solutions to problems which may from time to time arise affecting the welfare or working conditions of the unit members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

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

C. General Provisions

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

D. Procedures

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

LEVEL I

- A. The aggrieved person shall initially present his/her claim to his/her immediate superior (supervisor or building principal) with the objective of resolving the grievance informally through discussion.

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- B. If, after the discussion, the matter is not resolved to the satisfaction of the aggrieved person, he/she shall present his/her grievance in writing to his/her principal or supervisor within twenty (20) calendar days of the occurrence upon which it is based. A grievance shall be deemed waived and barred and outside of the jurisdiction of an arbitrator if it is not presented in writing within twenty (20) days from the time of the occurrence, or the time that the grievant should have been aware of the occurrence.
- C. The immediate superior shall communicate his/her decision to the aggrieved person in writing within seven (7) calendar days of receipt of the formal grievance.

LEVEL II

- A. In the event that the grievance remains unresolved, or is not resolved to the satisfaction of the aggrieved person, he/she may, within seven (7) calendar days, submit the grievance and the decision of his/her immediate superior, in writing, to the Superintendent of Schools.
- B. The Superintendent shall, within five (5) calendar days of receiving the grievance, fix a time and place for a meeting with the aggrieved person. Said meeting is to take place no later than seven (7) calendar days after receipt of the grievance.
- C. The Superintendent shall present his/her written determination to the aggrieved person within five (5) calendar days from said meeting date.

LEVEL III

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

LEVEL IV

- A. In the event that the procedures of Level III have been exhausted and the parties are unable to resolve the grievance, the Association may submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the Public Employment Relations Commission within thirty (30) days of receipt of the Board's decision. The parties further agree to accept the arbitrator's award as final and binding upon them.
- B. An arbitrator will be selected in accordance with PERC rules.
- C. The date of the hearing is to be fixed by the arbitrator after discussion with the parties on the question.

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- D. The arbitrator has thirty (30) days from the close of the hearing in which to render his/her award.
- E. The award shall dispose of the controversy finally and conclusively. It shall be accompanied by an opinion discussing the evidence and setting forth the reasoning of the arbitrator.
- F. The cost of the service of the arbitrator will be borne equally by the Board of Education and the M.E.A. Any time limits or deadline concerning the Agreement may be postponed by mutual written agreement.

ARTICLE 11

NOTIFICATION OF CONCERN

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

Step 1:

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

Step 2:

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

Step 3:

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

ARTICLE 12

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement. All parties represented by the Board and the Association shall carry out the commitments contained herein.
- B. If any provision of this Agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board and the Association agree that there shall be no discrimination in the application of this Agreement in accordance with any/all federal, state and local laws or ordinances.
- D. Copies of this Agreement shall be printed at the expense of the Association and the Board, with each party paying an amount of the cost corresponding to the amount of copies needed.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by registered letter at the following addresses:
 - 1. If by Association to the Board at: Administrative Offices
60 Ridge Road
Mahwah, New Jersey 07430-2094
 - 2. If by Board to the Association at: Mahwah Education Association
c/o The President
P. O. Box 841
Mahwah, New Jersey 07430

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- F. A copy of the annual audit report for the Mahwah District budget shall be made available to the President of the M.E.A. at the time of its public release each year and no later than December 15.
- G. Mail addressed to any employee shall not be opened by any person except the addressee.
- H. Where employees drive their own cars on school business authorized by the Superintendent or his designee, they shall be compensated at the rate set by state regulations.

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PART II

TERMS AND CONDITIONS APPLICABLE TO CERTIFICATED STAFF

ARTICLE 13

TEACHER RIGHTS

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

ARTICLE 14

TEACHER WORK YEAR AND WORK DAY

The Board and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day. Within regular school hours, teachers are entitled to defined work schedules on which they can rely. Schedules will be fairly and evenly maintained throughout the school system, except in emergencies.

A. Teacher Work Year

The teacher's work year shall consist of not less than one hundred eighty (180) school days as required by law. The work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend additional days of orientation) shall not exceed one hundred eighty-six (186) days if required. The work year shall include days when pupils are in attendance, orientation days, and any other day on which the teacher's attendance is required. In the event that it is necessary to close school due to inclement weather or other emergency, the snow days built into the school calendar shall be first

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utilized. In the event that snow days built into the school calendar are not used, the school calendar shall be amended so that the teachers' work year shall not exceed one hundred eighty-six (186) days.

B. Teacher Work Day

1. Teachers will be required to be present at least 15 minutes before the start of the student day and 15 minutes after the close of the student day, unless other arrangements are made, equaling a total of 30 minutes.
2. Teachers are expected to devote to their assignments the time necessary to meet their responsibilities. They shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "Sign In and Sign Out" roster, or in any other manner recommended by the staff and approved by the principal. No teacher is required to work beyond the regular work day or work year, as stipulated in this Agreement, without compensation. Unit member participation in extra-service activities shall be compensated according to the rate of pay in the attached schedules.
3. Preparing lesson plans, report cards, constructing tests, correcting tests, offering remedial help, counseling with students and parents and other work directly related to his/her classroom teaching shall be considered to be part of the teacher's contractual duties, and no additional compensation shall be provided for these activities. Curriculum work shall be compensated at the negotiated rate and when possible done outside the school day.
4. Teachers may be required to return to school not more than three evenings during the school year.
5. Teachers will remain after school for up to two (2) times per month for administratively-led meetings. These meetings may last up to 60 minutes and only one meeting will take place in a given week. Teachers will also remain after school one (1) time per month for 60 minutes for self-directed professional learning community (PLC) work. This work will include collaborating with colleagues, curricular planning, developing assessments, analyzing student data, or working towards achievement of department or school goals. Teachers will indicate their monthly progress through dialogue with their immediate supervisor and through an electronically-submitted form, as requested.
6. First year teachers may be required to attend additional meetings throughout the year.
7. Exceptions to the provisions of Article 14 may be made in cases of emergency with the consent of the teacher and of the school principal. Such an agreement shall be reduced to writing and signed by the teacher and his/her principal. Copies of this agreement shall be sent to the Superintendent and to the M.E.A. President.

8. Classroom teachers will not be required to score standardized tests or state-mandated tests which are designed for machine scoring. The teacher's responsibility is in the administration and evaluation of all tests, both standardized and teacher-made.
9. All teachers shall have at least five (5) periods per week free from pupil contact. The Administration shall make a concerted effort to schedule one (1) period each day free from pupil contact. This period shall be used for professional purposes by the teacher. A reasonable amount of time shall be included in the above period for the teacher to take care of his/her personal needs.
10. Administration will make a good faith effort to secure a substitute teacher to cover classes in which there is a teacher absence, or in the event of an emergency. In the event a substitute teacher is unavailable, Administration may assign a teacher to cover one or more class periods. Teachers, at grade levels 6-12, will be reimbursed at the negotiated rate if pulled from a preparatory or team/PLC period, regardless of the number of preparatory or team/PLC periods a teacher may have on any given day. High school teachers who are assigned to cover a class during a supervisory/duty period will be given release time, equivalent to that of the class coverage period, within eight (8) school days, unless another day/time is mutually agreed upon by Administration and said teacher. Teachers may be pulled from one (1) supervisory/duty period before receiving release time.
11. All teachers assigned to more than one (1) building will have a reasonable amount of transition time. This will be in addition to the regularly scheduled preparation period.
12. All teachers shall have released time during regular school days to have administratively scheduled conferences with parents including IEP and I&RS meetings. Single sessions or substitutes may be used to free teachers for these conferences. The school calendar shall designate the days and hours of the conferences. In any event, the school day for the teacher shall not exceed the total number of hours as designated in Section B. of this Article.
13. Any teacher who does bus duty/lunch duty will be compensated at the negotiated rate.

ARTICLE 15

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

- A. High school teachers will be assigned five (5) instructional periods, one supervisory period, a duty-free lunch, and two preparation periods. When administratively possible, teachers will not be assigned to teach more than three classes in a row. Teachers will have at least one preparation period per day. Teachers will operate on a rotating four (4) week flexible schedule. During the four (4) weeks of a cycle, teachers will have an average of 1,050

minutes per week of instructional time. During any week within the four (4) week cycle, the instructional time may be less than or exceed the 1,050 minutes. The total instructional time for the four (4) week cycle shall not exceed a total of 4,200 minutes (an average of 210 minutes per day.) Middle school staff will provide pupils with 1,125 minutes of instruction per week (225 minutes per day).

- B. Any teacher who consents and is assigned to teach one extra period each day shall be compensated at the rate of one-fifth (1/5) of their annual contracted salary. If this additional assignment is less than five periods per week, the extra compensation shall be prorated.
- C. Where administratively possible, teachers shall not be required to teach classes requiring more than two preparations per day. Teachers shall not be required to change their teaching stations more than two (2) times during the school day.
- D. All grade 6-12 teachers will have one period per day for a duty-free lunch.
- E. Teachers who collaborate with more than one teacher or have five (5) preparations shall not be assigned duties at the high school.
- F. The following days will be designated as single session days: Graduation/Promotion.
- G. Lunch periods for Freshman Advisory Duty teachers will be provided during either fourth (11:24) or fifth (12:23) time block on days the duty meets.

ARTICLE 16

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

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

class coverage rate. In the event that substitutes are not available for regular classrooms, it will be at the discretion of the principal to reassign students from that class into other classes at the same grade level.

- G. The following day will be designated as a single session day: Curriculum/Family Night.

ARTICLE 17

NON-TEACHING DUTIES

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

ARTICLE 18

TEACHERS' SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in schedules (i.e. Schedule A), which are attached hereto and made a part hereof.
1. Teachers employed on a ten (10) month basis shall be paid in equal installments. Teachers may elect to have a portion of their net pay deposited to a "summer savings account." Moneys deposited to the summer savings account will be provided to the teachers prior to the end of the school year, in the form of additional paychecks.
 2. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
 3. Teachers shall receive their final checks when they have been checked out by the building principal and/or appropriate supervisor and have fulfilled their required obligations to the School District.
- B. Child Study Team and School Counselors will be paid at their per diem rate for any summer work. In addition, any teacher who attends an IEP meeting in the summer will be paid at his/her per diem rate, pro-rated.

ARTICLE 19

TEACHER ASSIGNMENTS

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

All teachers shall be given notice of their class and/or subject assignment by June 15. Where possible, extra-duty assignments and coaching assignments for the fall of the forthcoming school year will be given by June 15 as well. Subsequent changes are at the discretion of the principal, athletic director and Central Office after consultation with the teacher.

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

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

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

ARTICLE 20

VOLUNTARY TRANSFER AND REASSIGNMENT-TEACHERS

- A. A teacher may apply for any vacant position at any time. Vacancies will be posted in the Education Center web page. All applications should be in writing and addressed to the Assistant Superintendent of Schools. The application will be considered with other candidate applications for the position.
- B. If a position is filled by transferring a member of the staff, approval of the transfer is to be sought by the transferring party from the administrator whose jurisdiction the staff member is vacating as well as approval and recommendation from the administrator who is filling the position. Final approval is subject to the Superintendent's recommendation and Board action.

ARTICLE 21

INVOLUNTARY TRANSFERS AND REASSIGNMENTS-TEACHERS

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

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

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

ARTICLE 22

TEACHER FACILITIES

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

ARTICLE 23

PROFESSIONAL DEVELOPMENT

Educational Improvement

- A. The Board and the Association recognize that an ongoing commitment to a relevant and comprehensive program of continuing education is vital to maintaining and improving the high quality of education that students require in order to attain their personal and professional goals. Rapidly changing technologies and teaching methods must be learned, evaluated for appropriateness, and applied to the classroom situation to achieve maximum learning of relevant skills. The Board recognizes that it shares with its professional staff, responsibility for the continued education of the teaching staff.
- B. The Board agrees to pay the full cost of tuition, fees, mileage expenses, calculated at the prevailing rate established according to state regulations, incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take outside the district, subject to the initial approval of the Superintendent.



ARTICLE 24

IN-SERVICE COURSES FOR CREDIT

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

- A. The Superintendent will recommend to the Board of Education the approval of certain courses of study on school grounds or place other than at a college for teachers. Those who successfully complete the study shall receive credit on the salary guide as if they had attended the course at a college.
- B. The Board, through its representatives, shall determine the need and interest for such curriculum in-service and make arrangements for their realization.
- C. Enrollment shall be made on a first-come, first-served basis if more teachers apply than the number desired by the instructor.
- D. Specific requirements for the courses shall be determined by the instructor. The needs and goals of the course shall be the concern of the Superintendent and the Assistant Superintendent.
- E. Tuition Reimbursement
 - 1. An annual allowance made available to each member toward the cost of tuition. The maximum allowance is as follows: \$2,000 in 2019-2020, \$2,100 in 2020-2021, and \$2,200 in 2021-2022 and subsequent years. No more than six (6) credits will be reimbursed in one year. Courses must have prior approval of the Superintendent, Assistant Superintendent, or Director of Curriculum and Instruction, and be toward the attainment of an educational or professional goal. Approved courses will include interactive distance-learning courses that, through the technology, allow the MEA member to interact with the instructor and other students in the class. Teachers in the Middle School and special education teachers K-12 shall be allowed to use tuition reimbursement for undergraduate credits needed to comply with certification standards. Six of these credits may be used for column movement.
 - 2. Individual graduate courses or master's programs must be directly aligned with teaching assignments or with the department, building, and/or district goals to be considered for tuition reimbursement and movement across guide.
 - 3. Approval for master's degrees beyond the area of teaching responsibility will only be considered for tuition reimbursement and movement across the guide once the teacher has obtained a master's degree in his/her teaching content area, and/or in teaching, curriculum, or education.
 - 4. Reimbursement for courses taken will be made after all applicable paperwork has been submitted and reviewed by the Superintendent. Any teacher who fails to receive a "B" or a "Pass" grade where a "Pass or Fail" grading system prevails shall



not be eligible for reimbursement. All requests for tuition reimbursement for the current school year must be received by the Superintendent no later than June 15.

5. Tuition reimbursement, on recommendation of the teacher's principal, and in the sole discretion of the Superintendent, will be allowed for non-graduate or non-credit courses (sometimes labeled C.E.U.'s), when the professional meets the following requirements:
 - a. The course or seminar content is directly related to the teacher's current instructional assignment.
 - b. The teacher does not request credit towards salary guide lateral column changes.
 - c. The teacher has funds available within the negotiated annual reimbursement limits.
 - d. The teacher has been a member of the Mahwah professional staff for at least 4 years.
 - e. The teacher has completed and been credited, in Mahwah, for at least a Master's, plus fifteen hours of graduate level advanced study, Column E, Schedule A.
6. Up to \$300.00 from tuition reimbursement may be applied for training conferences, workshops and seminars that are directly aligned with PDP, department, building, and/or district goals to be considered for approval. Teachers at MA-60 may use up to \$300.00 per year. This cannot be applied towards courses offered by the PDI. Courses must have prior approval of the building principal and the Superintendent or Assistant Superintendent.

ARTICLE 25

SUPERVISION AND EVALUATION PROCEDURES

CERTIFICATED STAFF

1. Teacher supervision and evaluation shall be conducted and evaluated in accordance with TeachNJ and AchieveNJ statutory updates, as per N.J.A.C. 6A:10 (Educator Effectiveness).
2. Alternate assessment methods, as regulated through TeachNJ and AchieveNJ statutory updates (N.J.A.C. 6A:10 – Educator Effectiveness) will remain in future consideration through our District Evaluation Advisory Committee (DEAC) and School Improvement Panels (SciPs).
3. Central Office personnel may participate in the evaluation process of non-tenured teachers.

PART III

TERMS AND CONDITIONS APPLICABLE TO SECRETARIES

ARTICLE 26

GENERAL CONDITIONS OF EMPLOYMENT

A. The Work Year

Secretarial personnel shall be employed on a ten (10) month contract from September 1 to June 30, or an eleven (11) month contract for the period July 1 to June 30, or a twelve (12) month contract from July 1 to June 30, in accordance with the fiscal year of the School District. Determination of the length of the contract year and duties, as determined by immediate supervisors and agreed to by the Superintendent, is subject to the approval of the Board. Summer hours for secretaries shall be thirty-two and one half (32.5) hours per week with a half-hour (1/2) lunch per day.

B. The Work Week and Day

The work week shall consist of 35 hours from Monday through Friday, 7 hours per day. An unpaid hour per day may be taken for lunch. A secretary may ask, at the option of his/her immediate supervisor, for a half (1/2) hour lunch and one 15 minute coffee break in the morning with another 15 minute coffee break in the afternoon. Any secretary working over 40 hours in any week shall be paid at the rate of one and one half times per hourly rate. Hours beyond, must be in consultation with Administration or immediate supervisor.

Whenever it is possible, no secretary shall be assigned or scheduled to work in any position outside his/her hired competency. If, in an emergency, a secretary is assigned to a higher classification level, he/she will receive the salary commensurate to that level if so assigned for five (5) or more consecutive days, retroactive to the first day. A reduction in salary will occur when that secretary resumes his/her responsibilities at the original classification level.

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

C. Holiday Allowance

Every secretarial employee shall be entitled to paid holidays recognized by the Board of Education, as follows: 10 paid holidays for 10-month employees, 11 paid holidays for 11-month employees; and 12 paid holidays for 12-month employees within the contract period. These holidays would remain constant: Labor Day, Thanksgiving and the day after, Christmas Day and the day before, New Year's Day, Good Friday, Memorial Day, and Independence Day. The holiday schedule for each succeeding year of this contract will be established by June 1.

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

D. Vacation Schedules:

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

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

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

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

Employees who leave the School District prior to completion of their annual contract and who have expended more of their vacation allowance than they have earned through employment within their contracted year shall have the unearned expended vacation days deducted from their last salary payment.

E. Inclement Weather

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

F. Employment, Voluntary Transfer and Reassignment

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

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

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

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

G. Association Meetings

Any secretary who is an officer or representative of the Representative Assembly of the M.E.A. shall be excused from his/her assigned duties to attend meetings of the M.E.A. during the school year. The secretary shall be permitted to leave his/her office at 3:30 p.m. in order to be present at the meeting. The secretary shall give his/her immediate supervisor adequate notice unless meeting is deemed an emergency.

H. Voluntary Termination of Employment

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

ARTICLE 27

PROFESSIONAL GROWTH - SECRETARIES

Courses, workshops, seminars, in-service programs and other professional improvement programs can be taken by the secretaries with approval in advance by the Superintendent. The courses and related activities shall be clearly related to the secretary's present assignment. The Board agrees to pay the full cost of tuition exclusively.

ARTICLE 28

SALARIES - SECRETARIES

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

Longevity payments will be made annually as follows:

The first year after a secretary reaches the final step on the salary guide, they will receive a longevity payment in the amount of \$500. In the second year, and each year thereafter, the longevity payment will increase by \$250 per year.

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PART IV

TERMS AND CONDITIONS APPLICABLE TO SUPPORT STAFF

ARTICLE 29

CUSTODIANS AND MAINTENANCE WORKERS' RIGHTS

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

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

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

ARTICLE 30

SALARY, COMPENSATION AND HOURS OF WORK
CUSTODIANS AND MAINTENANCE WORKERS

- A. The salaries of all custodians and maintenance workers covered by this Agreement are set forth in Schedules C and D, which are attached to this Agreement and made a part hereof.
- B. The regular work week for full-time employees shall be thirty-seven and one half (37.5) hours with two and one half (2.5) hours per week for lunch (one half hour per day). In the case of an emergency, a custodian may be asked to work forty (40) hours per week with an additional half hour for lunch above the forty hours. Any employee contracted for less than forty (40) hours per week shall be considered a part-time employee. All hours over forty (40) hours in any week or eight (8) hours in one day shall be paid at the following rate:
- Weekdays - 1 1/2 x basic hourly rate
Saturdays - 1 1/2 x basic hourly rate
Sundays - 2 x basic hourly rate
Holidays - 2 x basic hourly rate
Memorial Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day
and
New Year's Day - 3x basic hourly rate
- C. Ten-month employees shall be paid in twenty (20) equal semi-monthly installments.
- D. Twelve-month employees shall be paid in twenty-four (24) equal semi-monthly installments.

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- E. Where there is a shortage of manpower due to an emergency (snowstorm, boiler breakdown, flooding, etc.), employees shall be required to work overtime in order to complete the necessary work.
- F. Where there is a shortage of manpower due to unfilled vacancies, the employees may volunteer for such overtime. The Supervisor of Buildings and Grounds will prepare a list of employees who wish to work overtime. No employee shall work a double shift without a break unless the employee so wishes and agrees to it in writing.
- G. It shall be clearly understood by both parties that the salary schedules do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all employment, adjustment and merit increments

H. **Emergency Call Back Time**

When an employee is required to return after his regular shift has ended and before his next shift has begun, he shall be guaranteed payment for three and one-half (3-1/2) hours as a minimum at the negotiated rate of pay, snow days are not included.

- I. The Board shall provide each employee up to \$200 per year to be used for the purchase of one pair of work shoes and work gloves. A receipt shall be required for payment.
- J. An employee who is unable to take a scheduled lunch period, due to the assignment of duties by an administrator, shall be compensated for the loss of said lunch period, provided that the assignment is confirmed in writing by the building principal.
- K. For the duration of this contract, longevity payments will be made to full-time employees (30 hours or more per week) annually as follows:

Longevity payments will be made annually as follows:

The first year after a maintenance/custodial employee reaches the final step on the salary guide, they will receive a longevity payment in the amount of \$500. In the second year, and each year thereafter, the longevity payment will increase by \$250 per year.

L. **Commercial Driver's License (CDL):**

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

ARTICLE 31

TRANSFER AND REASSIGNMENT
CUSTODIANS AND MAINTENANCE WORKERS

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

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

ARTICLE 32

VACANCIES AND NEW POSITIONS
CUSTODIANS AND MAINTENANCE WORKERS

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

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

ARTICLE 33

FAIR DISMISSAL PROCEDURE
CUSTODIANS AND MAINTENANCE WORKERS

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

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

ARTICLE 34

CUSTODIAL AND MAINTENANCE WORKER EMPLOYEE IMPROVEMENT

Those employees who hold an active black seal license shall receive an annual stipend of \$900 for the July 1, 2019 through June 30, 2023 school years.

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

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ARTICLE 35

HOLIDAY SCHEDULE
CUSTODIAL AND MAINTENANCE WORKERS

Every custodial/maintenance employee shall be entitled to paid holidays recognized by the Board of Education, as follows: 12 paid holidays for 12-month employees within the contract period. Ten-month (10) unit members shall have ten (10) regular paid holidays. These holidays would remain constant: Labor Day, Thanksgiving and the day after, Christmas Day and the day before, New Year's Day, Good Friday, Memorial Day, and Independence Day. The holiday schedule for each succeeding year of this contract will be established by June 1.

ARTICLE 36

VACATION SCHEDULE
CUSTODIAL AND MAINTENANCE WORKERS

- A. The Supervisor of Buildings and Grounds shall ask all employees to submit their vacation requests no later than March 15. A vacation schedule will be prepared and distributed by the Supervisor of Buildings and Grounds by April 1.

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

During the fifth year of continuous, unbroken service to the District, and thereafter, persons with 12-month contracts shall be entitled to seventeen (17) days of vacation per year.

During the eighth year of continuous, unbroken service to the District, and thereafter, persons with 12-month contracts shall be entitled to twenty-four (24) days of vacation per year.

Employees who leave the School District prior to completion of their annual contract and who have expended more of their vacation allowance than they have earned through employment within their contracted year shall have the unearned expended vacation days deducted from their last salary payment.

Employees with seniority shall be given preference regarding the vacation schedule. Those employees having four (4) weeks of vacation will only be permitted to use three (3) of them during July and August. However, the Supervisor of Buildings and Grounds, under unusual circumstances, may grant an employee a four (4) week vacation during July and August. Vacation days are non-cumulative.

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

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

1 - 4 years	- 2 weeks
5 - 9 years	- 3 weeks
9+ years	- 4 weeks
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- B. Employees are obligated to request vacation approval and to attempt to take vacation during the current year.
 - 1. Unused vacation time will be compensated by:
 - a. monetary reimbursement based on the employee's calculated daily rate, or
 - b. extended vacation time to be applied up to December 31st of that calendar year, or
 - c. the Board if the employee is asked, in writing by the Superintendent, to work and defer taking vacation.
 - 2. The Administration shall choose the option applicable and so notify the employee within thirty (30) days following the end of the current school year.

ARTICLE 37

WORKING CONDITIONS APPLICABLE TO ALL BUS DRIVERS

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

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

PART V

ARTICLE 38

PROFESSIONAL DEVELOPMENT AND ASSESSMENT PLAN

GOALS

The professional development and assessment process for certified staff will reflect the law and regulations of TeachNJ and AchieveNJ statutory updates, as per N.J.A.C. 6A:10 (Educator Effectiveness), and will satisfy the following:

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

Recognize and promote quality instruction.

Support clearly articulated goals for students.

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

Enable teachers to exercise control over their professional development

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

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

PROFESSIONAL DEVELOPMENT AND ASSESSMENT

PROCEDURES

A. General Provisions

Application of this Article - The procedures for Professional Development and Assessment herein set forth shall apply to the members of the professional certified staff of the Mahwah School District (hereinafter called "Teachers"), using the Danielson Evaluation Framework for Teaching instrument (2011).

B. The Pre-observation Conference

1. The purpose of the pre-observation conference is for both parties to become aware of the nature of the teaching-learning situation to be observed and evaluated.
2. The teacher shall be responsible for making the supervisor aware of what the teacher is

planning to teach. The teacher shall not be required to provide written lesson plans at the Pre-observation Conference.

3. The Pre-observation Conference shall be scheduled during the regular school day.

C. Observations

1. The teacher shall have his/her lesson plans available for the supervisor.
2. A tenured teacher has the right to additional observations. Upon the teacher's request, these observations will be conducted by a supervisor other than the one(s) who conducted previous observations during the current evaluation period.
3. The supervisor shall not interfere, unless invited by the teacher, with the teacher's instruction during the observation.

D. The Post-observation Conference

1. A Post-observation Conference is to allow for the clarification and exchange of information regarding the instruction observed. It is also a time for the supervisor to give the teacher a general idea of what the observation report will contain.
2. The Post-observation Conference is to be held prior to the writing of the finalized classroom observation report by the supervisor.
3. The Post-observation Conference shall be held within five (5) school days, or, if the teacher or supervisor is absent, at the earliest possible time after the observation.

E. The Classroom Observation Report

1. The observation report, electronically signed by the supervisor conducting the observation, shall be submitted to the teacher as soon as possible after the post-observation conference, but in any case, within ten (10) school days after the post-observation conference (unless the observer is absent during this 10-day period). As a best practice, an observer will not begin an observation of a staff member until five (5) days after the immediately-preceding observation has been submitted by the previous observer for the purpose of providing the staff member with sufficient time to review the written feedback provided.
2. The Observation Report shall be aligned with Danielson Framework for Teaching, and current practice.
3. The teacher shall acknowledge receipt of the Observation Report by digitally signing this report, and electronically acknowledging it to the supervisor who wrote the report within five (5) school days of receipt thereof. Electronic signature of the Observation Report shall not be construed as agreement by the teacher with the contents.
4. At the time the Observation Report is returned, the teacher may electronically include or append any comments thereon. Such comments shall be signed and dated by the teacher.

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

F. The Annual Written Performance Report

1. The Annual Written Performance Report shall be aligned with Danielson Framework for Teaching, and current practice.
2. The Annual Written Performance Report shall be prepared by a certified supervisor who has participated in the evaluation of the teaching staff member and shall include but not be limited to:
 - a. Performance areas of strength;
 - b. Performance areas needing improvement developed by the supervisor and the teaching staff member;
 - c. An individual Professional Improvement Plan developed by the supervisor and the teaching staff member. The Professional Improvement Plan, as required by law, shall be written on a separate sheet and attached to the Annual Written Performance Report.
 - d. A summary of available indicators of pupil progress and growth and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member.
 - e. Performance data which has not been included in the report prepared by the supervisor may be submitted to the supervisor by the person being evaluated within (10) working days after the signing of the report.
3. Teachers may respond, in writing, within ten (10) school days. Failure of a teacher to make comments within 10 days shall constitute a waiver of the teacher's right.

G. The Annual Summary Conference

1. An Annual Summary Conference shall be held between the teacher and the supervisor or supervisors responsible for preparing the Annual Performance Report. The topic discussed at said Annual Summary Conference shall include those topics required by law and the position description. This conference will occur prior to the writing of the Annual

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Performance Report

2. The final report shall be electronically signed by the responsible supervisor(s) and will be digitally submitted to the teacher within seven (7) school days after the Annual Summary Conference, unless the teacher or supervisor is absent or otherwise unavailable during such period. This process will take place using our electronic employee observation and appraisal system.
3. The teacher shall acknowledge receipt of the Annual Performance Report by signing one copy thereof and returning it to the responsible supervisor within five (5) school days of having received it. Signature of the Annual Performance Report shall not be construed as agreement with the comments thereof.
4. At the time the Annual Performance Report is returned, the teacher may include any comments thereon.
5. If the teacher refuses to return a signed copy of the Annual Performance Report within five (5) days of its receipt, a copy of said report shall be placed in the teacher's personnel file with the notation that the teacher failed to sign and return said report (and the date of such notation).
6. Refusal of a teacher to make comments or to return an Annual Performance Report within the time specified shall constitute a waiver of the teacher's right thereafter to make comments on the face of the Report included in the personnel file.
7. The annual summary evaluations for non-tenured teachers will be based on the time period between April 30 of one year and April 30 of the succeeding year. All non-tenured teachers will receive their annual summary evaluations by April 30. All other teachers will receive their annual evaluations by May 31. The annual summary evaluation for these teachers will be based on the period between June 1 and May 31 of the succeeding year.

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

Procedures for First Year Teachers:

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

Procedures for Second, Third, and Fourth Year Teachers:

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

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

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

**Professional Development and Assessment Plan: Tenured Teachers
Instructional Skills Model**

Requirements:

- A minimum of two classroom observations by supervisors and/or administrators. These two will be followed by a post-observation conference and may be preceded by a pre-observation at the request of either the teacher, the supervisor, or the administrator.
- One visit by teachers to colleagues, as agreed upon by supervisors and/or administrators. In grades 6-12, these visits will occur during the visiting teacher's preparation period.
- Supervisors and administrators may make brief, informal visits to the classroom.
- A professional development plan (PDP) developed collaboratively by the teacher, supervisor, and/or administrator.

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

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

SCHEDULE A

TEACHERS' SALARY GUIDES/LEGEND

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

CONDITIONS:

1. The present status of personnel in terms of credit years will be maintained. The District recognizes that a long-standing past practice exists in which all pay-days (e.g., sick and personal days) are counted as days worked for the calculation of salary step guide advancement. As a result, employees on a leave of absence will have their sick and personal days count as time served needed to earn a salary step for the following school year. In order to advance one step on the salary guide, an employee must have served at least five months in the preceding academic school year. All advancement due to attainment of longevity, credit for column moves, or other qualifying events for movement on the salary guide shall occur as of September 1 of each school year.
2. Upon the recommendation of the Superintendent of Schools an increment may be withheld, resulting in a permanent loss of one step on the guide.
3. The original salary of a teacher coming into the Mahwah school system is negotiated between the teacher and the Superintendent. Credit thus granted fixes the status of that teacher for this and future guides.

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4. All graduate courses (except those required for permanent certification) for which transcripts have been received, will be credited for column placement. All future courses must be directed to an educational or professional goal and must be approved by the Superintendent of Schools, Assistant Superintendent of Schools, or Director of Curriculum and Instruction, on or before the first meeting of the class.
5. The teacher salary guide shall be designed as follows:

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

8. All tenured certificated employees who are on the BA column of the salary guide must advance to the BA+15 column within five (5) years of 9/01/19 or they will be frozen on that step of the guide achieved as of 9/01/24. Anyone hired after 9/01/19 shall have five years to achieve BA+15. Once the person achieves the BA+15 column, he/she will continue to advance in that column. Any extended leaves of absence will extend the time period to achieve the BA+15 column by the length of the leave. Other extensions may be granted by the Superintendent.

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

9. Teachers hired prior to September 1, 2003, will move to Step 18 (previously referred to as "Max"), after the completion of their twentieth (20th) year of service (as stipulated in the preceding contract), if they have not already done so, as part of the natural progression through the salary guide.
10. Doctoral Stipend: Any teacher at MA+60 in an approved and accredited doctoral program will receive \$1,500 for 18 credits beyond MA+60. Once a staff member attains a doctoral degree, they receive a stipend of \$3,000 per year. Credit for doctoral degrees held by newly-hired staff members will be evaluated on a case-by-case basis.

11. Teacher Longevity:

Starting in the first year after a teacher reaches the final step on the salary guide, they will receive a longevity payment of \$500. Each year's longevity payment will increase by \$500 per year until \$2,500 is reached. In all subsequent years, the teacher will receive a longevity payment, increasing by \$250, ending in their fortieth (40th) year of service.

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Transition from 2018-2019 to 2019-2020:

Beginning with the 2019-2020 school year, step titles “Max” and “SuperMax” will be removed. In addition, it was agreed that 2018 / 2019 steps 1 and 2 will be eliminated. The table below is for the purpose of aligning 2018 / 2019 Steps with 2019-2020 Steps.

2018-2019 Guide Step	2019-2020 Guide Step
1	
2	
3	1
4	2
5	3
6	4
7	5
8	6
9	7
10	8
11	9
12	10
13	11
14	12
15	13
16	14
17	15
18	16
19	17
Max	18
Smax	19

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**SALARY GUIDE 2019-2020
CERTIFICATED STAFF**

SCHEDULE A

Guide	BA	BA+15	BA+30	MA/BA+45	BA+60 MA+15	MA+30	MA+45	MA+60	Guide
Step	A	B	C	D	E	F	G	H	Step
1	51,006	52,871	54,736	56,601	58,466	60,331	62,196	64,061	1
2	52,006	53,871	55,736	57,601	59,466	61,331	63,196	65,061	2
3	53,006	54,871	56,736	58,601	60,466	62,331	64,196	66,061	3
4	54,431	56,296	58,161	60,026	61,891	63,756	65,621	67,486	4
5	55,931	57,796	59,661	61,526	63,391	65,256	67,121	68,986	5
6	57,436	59,301	61,166	63,031	64,896	66,761	68,626	70,491	6
7	59,276	61,141	63,006	64,871	66,736	68,601	70,466	72,331	7
8	61,246	63,111	64,976	66,841	68,706	70,571	72,436	74,301	8
9	63,316	65,181	67,046	68,911	70,776	72,641	74,506	76,371	9
10	65,486	67,351	69,216	71,081	72,946	74,811	76,676	78,541	10
11	67,756	69,621	71,486	73,351	75,216	77,081	78,946	80,811	11
12	70,126	71,991	73,856	75,721	77,586	79,451	81,316	83,181	12
13	72,596	74,461	76,326	78,191	80,056	81,921	83,786	85,651	13
14	76,007	78,178	80,215	82,253	84,290	86,327	88,365	90,403	14
15	79,418	81,895	84,104	86,315	88,524	90,733	92,944	95,155	15
16	82,829	85,612	87,993	90,377	92,758	95,139	97,523	99,907	16
17	86,240	89,329	91,882	94,439	96,992	99,545	102,102	104,659	17
18	89,651	93,046	95,771	98,501	101,226	103,951	106,681	109,411	18
19	93,061	96,761	99,661	102,561	105,461	108,361	111,262	114,161	19

Starting in the first year after a teacher reaches the final step on the salary guide, they will receive a longevity payment of \$500. Each year's longevity payment will increase by \$500 per year until \$2,500 is reached. In all subsequent years, the teacher will receive a longevity payment, increasing by \$250, ending in their fortieth (40th) year of service.

**SALARY GUIDE 2020-2021
CERTIFICATED STAFF**

SCHEDULE A

Guide	BA	BA+15	BA+30	MA/BA+45	BA+60 MA+15	MA+30	MA+45	MA+60	Guide
Step	A	B	C	D	E	F	G	H	Step
1	51,506	53,371	55,236	57,101	58,966	60,831	62,696	64,561	1
2	52,006	53,871	55,736	57,601	59,466	61,331	63,196	65,061	2
3	53,006	54,871	56,736	58,601	60,466	62,331	64,196	66,061	3
4	54,431	56,296	58,161	60,026	61,891	63,756	65,621	67,486	4
5	55,931	57,796	59,661	61,526	63,391	65,256	67,121	68,986	5
6	57,436	59,301	61,166	63,031	64,896	66,761	68,626	70,491	6
7	59,276	61,141	63,006	64,871	66,736	68,601	70,466	72,331	7
8	61,246	63,111	64,976	66,841	68,706	70,571	72,436	74,301	8
9	63,316	65,181	67,046	68,911	70,776	72,641	74,506	76,371	9
10	65,486	67,351	69,216	71,081	72,946	74,811	76,676	78,541	10
11	67,756	69,621	71,486	73,351	75,216	77,081	78,946	80,811	11
12	70,126	71,991	73,856	75,721	77,586	79,451	81,316	83,181	12
13	72,596	74,461	76,326	78,191	80,056	81,921	83,786	85,651	13
14	76,007	78,178	80,215	82,253	84,290	86,327	88,365	90,403	14
15	79,418	81,895	84,104	86,315	88,524	90,733	92,944	95,155	15
16	82,829	85,612	87,993	90,377	92,758	95,139	97,523	99,907	16
17	86,240	89,329	91,882	94,439	96,992	99,545	102,102	104,659	17
18	89,651	93,046	95,771	98,501	101,226	103,951	106,681	109,411	18
19	93,061	96,761	99,661	102,561	105,461	108,361	111,262	114,161	19

Starting in the first year after a teacher reaches the final step on the salary guide, they will receive a longevity payment of \$500. Each year's longevity payment will increase by \$500 per year until \$2,500 is reached. In all subsequent years, the teacher will receive a longevity payment, increasing by \$250, ending in their fortieth (40th) year of service.

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**SALARY GUIDE 2021-2022
CERTIFICATED STAFF**

SCHEDULE A

Guide	BA	BA+15	BA+30	MA/BA+45	BA+60 MA+15	MA+30	MA+45	MA+60	Guide
Step	A	B	C	D	E	F	G	H	Step
1	51,506	53,371	55,236	57,601	58,966	60,831	62,696	64,561	1
2	52,006	53,871	55,736	58,101	59,466	61,331	63,196	65,061	2
3	53,006	54,871	56,736	59,101	60,466	62,331	64,196	66,061	3
4	54,431	56,296	58,161	60,526	61,891	63,756	65,621	67,486	4
5	55,931	57,796	59,661	62,026	63,391	65,256	67,121	68,986	5
6	57,436	59,301	61,166	63,531	64,896	66,761	68,626	70,491	6
7	59,276	61,141	63,006	65,371	66,736	68,601	70,466	72,331	7
8	61,246	63,111	64,976	67,341	68,706	70,571	72,436	74,301	8
9	63,316	65,181	67,046	69,411	70,776	72,641	74,506	76,371	9
10	65,486	67,351	69,216	71,581	72,946	74,811	76,676	78,541	10
11	67,756	69,621	71,486	73,851	75,216	77,081	78,946	80,811	11
12	70,126	71,991	73,856	76,221	77,586	79,451	81,316	83,181	12
13	72,596	74,461	76,326	78,691	80,056	81,921	83,786	85,651	13
14	76,007	78,178	80,215	82,753	84,290	86,327	88,365	90,403	14
15	79,418	81,895	84,104	86,815	88,524	90,733	92,944	95,155	15
16	82,829	85,612	87,993	90,877	92,758	95,139	97,523	99,907	16
17	86,240	89,329	91,882	94,939	96,992	99,545	102,102	104,659	17
18	89,651	93,046	95,771	99,001	101,226	103,951	106,681	109,411	18
19	93,061	96,761	99,661	102,561	105,461	108,361	111,262	114,161	19

Starting in the first year after a teacher reaches the final step on the salary guide, they will receive a longevity payment of \$500. Each year's longevity payment will increase by \$500 per year until \$2,500 is reached. In all subsequent years, the teacher will receive a longevity payment, increasing by \$250, ending in their fortieth (40th) year of service.

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**SALARY GUIDE 2022-2023
CERTIFICATED STAFF**

SCHEDULE A

Guide	BA	BA+15	BA+30	MA/BA+45	BA+60 MA+15	MA+30	MA+45	MA+60	Guide
Step	A	B	C	D	E	F	G	H	Step
1	51,756	53,371	55,236	57,601	59,216	60,831	62,696	64,811	1
2	52,256	53,871	55,736	58,101	59,716	61,331	63,196	65,311	2
3	53,256	54,871	56,736	59,101	60,716	62,331	64,196	66,311	3
4	54,681	56,296	58,161	60,526	62,141	63,756	65,621	67,736	4
5	56,181	57,796	59,661	62,026	63,641	65,256	67,121	69,236	5
6	57,686	59,301	61,166	63,531	65,146	66,761	68,626	70,741	6
7	59,526	61,141	63,006	65,371	66,986	68,601	70,466	72,581	7
8	61,496	63,111	64,976	67,341	68,956	70,571	72,436	74,551	8
9	63,566	65,181	67,046	69,411	71,026	72,641	74,506	76,621	9
10	65,736	67,351	69,216	71,581	73,196	74,811	76,676	78,791	10
11	68,006	69,621	71,486	73,851	75,466	77,081	78,946	81,061	11
12	70,376	71,991	73,856	76,221	77,836	79,451	81,316	83,431	12
13	72,846	74,461	76,326	78,691	80,306	81,921	83,786	85,901	13
14	76,257	78,178	80,215	82,753	84,540	86,327	88,365	90,653	14
15	79,668	81,895	84,104	86,815	88,774	90,733	92,944	95,405	15
16	83,079	85,612	87,993	90,877	93,008	95,139	97,523	100,157	16
17	86,490	89,329	91,882	94,939	97,242	99,545	102,102	104,909	17
18	89,901	93,046	95,771	99,001	101,476	103,951	106,681	109,661	18
19	93,311	96,761	99,661	102,561	105,711	108,361	111,262	114,411	19

Starting in the first year after a teacher reaches the final step on the salary guide, they will receive a longevity payment of \$500. Each year's longevity payment will increase by \$500 per year until \$2,500 is reached. In all subsequent years, the teacher will receive a longevity payment, increasing by \$250, ending in their fortieth (40th) year of service.

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Secretaries Guide – Schedule B

2019-2020

2020-2021

2021-2022

2022-2023

Steps	10-Month	11-Month	12-Month
Step 1	\$37,500	\$41,250	\$45,000
Step 2	\$39,167	\$43,083	\$47,000
Step 3	\$40,834	\$44,916	\$49,000
Step 4	\$42,501	\$46,749	\$51,000
Step 5	\$44,168	\$48,582	\$53,000
Step 6	\$45,835	\$50,415	\$55,000
Step 7	\$47,502	\$52,248	\$57,000
Step 8	\$49,169	\$54,081	\$59,000
Step 9	\$50,836	\$55,914	\$61,000
Step 10	\$52,503	\$57,747	\$63,000

Longevity payments will be made annually as follows:

The first year after a secretary reaches the final step on the salary guide, they will receive a longevity payment in the amount of \$500. In the second year, and each year thereafter, the longevity payment will increase by \$250 per year.

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SALARY GUIDE MAINTENANCE / CUSTODIAL SCHEDULE C & D				
CUSTODIAN				
	2019-2020	2020-2021	2021-2022	2022-2023
1	\$35,077	\$36,077	\$37,077	\$38,077
2	\$35,577	\$36,577	\$37,577	\$38,577
3	\$36,077	\$37,077	\$38,077	\$39,077
4	\$36,577	\$37,577	\$38,577	\$39,577
5	\$38,077	\$39,077	\$40,077	\$41,077
6	\$39,577	\$40,577	\$41,577	\$42,577
7	\$41,077	\$42,077	\$43,077	\$44,077
8	\$42,577	\$43,577	\$44,577	\$45,577
9	\$44,077	\$45,077	\$46,077	\$47,077
10	\$45,577	\$46,577	\$47,577	\$48,577
11	\$47,077	\$48,077	\$49,077	\$50,077
12	\$52,648	\$53,648	\$54,648	\$55,648
OG1	\$57,757	\$58,757	\$59,757	\$60,757
MAINTENANCE				
	2019-2020	2020-2021	2021-2022	2022-2023
1	\$ 38,877	\$ 38,877	\$ 38,877	\$ 38,877
2	\$ 39,377	\$ 39,377	\$ 39,377	\$ 39,377
3	\$ 39,877	\$ 39,877	\$ 39,877	\$ 39,877
4	\$ 40,377	\$ 40,377	\$ 40,377	\$ 40,377
5	\$ 41,877	\$ 41,877	\$ 41,877	\$ 41,877
6	\$ 43,377	\$ 43,377	\$ 43,377	\$ 43,377
7	\$ 44,877	\$ 44,877	\$ 44,877	\$ 44,877
8	\$ 46,377	\$ 46,377	\$ 46,377	\$ 46,377
9	\$ 48,923	\$ 48,923	\$ 48,923	\$ 48,923
10	\$ 51,469	\$ 51,469	\$ 51,469	\$ 51,469
11	\$ 54,015	\$ 54,015	\$ 54,015	\$ 54,015
12	\$ 57,309	\$ 58,059	\$ 58,809	\$ 59,559

The first year after a maintenance/custodial employee reaches the final step on the salary guide, they will receive a longevity payment in the amount of \$500. In the second year, and each year thereafter, the longevity payment will increase by \$250 per year.

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BUS DRIVERS SCHEDULE E		
2019-2020		
		HOURLY
STEP		RATE
1		21.26
2		23.31
3		24.16
4		25.61
5		27.78
6		28.84
7		30.62
8-9		35.02
2020-2021		
		HOURLY
STEP		RATE
1		21.26
2		23.31
3		24.16
4		25.61
5		27.78
6		28.84
7		30.62
8		35.02
2021-2022		
		HOURLY
STEP		RATE
1		21.26
2		23.31
3		24.16
4		25.61
5		27.78
6		28.84
7		30.62
8		35.02
2022-2023		
		HOURLY
STEP		RATE

	1	21.26	
	2	23.31	
	3	24.16	
	4	25.61	
	5	27.78	
	6	28.84	
	7	30.62	
	8	35.02	

For the duration of this contract, bus driver longevity payments will be made to contract employees (30 hours or more per week) based on initial date of hire, annually as follows:

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

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NON-CERTIFICATED NURSES		
SCHEDULE F		
2019-2020		
STEP	K-8	9-12
1	\$37,380	\$49,055
2	\$38,280	\$50,255
3	\$39,180	\$51,450
4	\$40,080	\$52,645
5	\$40,980	\$53,845
6	\$41,880	\$55,040
7	\$42,980	\$56,505
8	\$44,080	\$57,965
9	\$45,005	\$59,430
10-11	\$46,280	\$60,895
12	\$47,380	\$62,355
13	\$52,303	\$66,620
2020-2021		
1	\$39,380	\$51,055
2	\$40,280	\$52,255
3	\$41,180	\$53,450
4	\$42,080	\$54,645
5	\$42,980	\$55,845
6	\$43,880	\$57,040
7	\$44,980	\$58,505
8	\$46,080	\$59,965
9	\$47,005	\$61,430
10	\$48,280	\$62,895
11-12	\$49,380	\$64,355
13	\$54,303	\$68,620
2021-2022		
1	\$41,380	\$53,055
2	\$42,280	\$54,255
3	\$43,180	\$55,450
4	\$44,080	\$56,645

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5	\$44,980	\$57,845
6	\$45,880	\$59,040
7	\$46,980	\$60,505
8	\$48,080	\$61,965
9	\$49,005	\$63,430
10	\$50,280	\$64,895
11	\$51,380	\$66,355
12	\$56,303	\$70,620
2022-2023		
1	\$43,380	\$55,055
2	\$44,280	\$56,255
3	\$45,180	\$57,450
4	\$46,080	\$58,645
5	\$46,980	\$59,845
6	\$47,880	\$61,040
7	\$48,980	\$62,505
8	\$50,080	\$63,965
9	\$51,005	\$65,430
10	\$52,280	\$66,895
11	\$53,380	\$68,355
12	\$58,303	\$72,620

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SCHEDULE G

EXTRA-CURRICULAR PAYMENT

	2019- 2020	2020- 2021	2021- 2022	2022- 2023
Group I	\$5,779	\$5,895	\$6,013	\$6,133
Group II	\$4,229	\$4,314	\$4,400	\$4,488
Group III	\$3,362	\$3,429	\$3,498	\$3,568
Group IV	\$1,996	\$2,036	\$2,077	\$2,119
Group V	\$1,707	\$1,741	\$1,776	\$1,812

Procedure for maintenance of Schedule G extracurricular activities:

Extracurricular stipends will be reviewed yearly, based on club/activity participation, as well as function of club/activity. As a result of this review, Schedule G extracurricular stipends will be updated. Initially, this review will take place in each appropriate building's School Improvement Panel (ScIP) to be submitted by building Administration, in consultation with Central Office administration, to the Instructional and Curriculum/Special Education Committee of the Board of Education.

Once a club/activity is newly formalized, the acting advisor will serve in a volunteer capacity. If the extracurricular club/activity is maintained into a second year, the advisor position will be stipended accordingly, based on ScIP recommendation, consultation with Central Office administration, and approval by the Board of Education. New clubs/activities will be updated on the Schedule G extracurricular list, where an appropriate grouping and stipend will be determined and recommended to the Board of Education. Any change in Schedule G will be communicated with MEA Association leadership. This Schedule G listing will be housed in the Board of Education offices and will be shared with MEA Association annually.

SCHEDULE II

ATHLETIC PAYMENT SCHEDULE

		2019- 2020	2020- 2021	2021- 2022	2022- 2023
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Group I		\$10,812	\$11,028	\$11,249	\$11,474
	Football				
	Basketball				
	Wrestling				
	Ice Hockey				
	Swimming				
	Track (Spring/Winter)				
	Group I Assistant Coach	\$7,242	\$7,387	\$7,535	\$7,686

Group II		\$9,435	\$9,624	\$9,816	\$10,012
	Baseball				
	Softball				
	Soccer				
	Volleyball				
	Fall Cheerleading				
	Lacrosse				
	Group II Assistant Coach	\$5,875	\$5,993	\$6,113	\$6,235

Group III		\$8,262	\$8,427	\$8,596	\$8,768
	Cross Country				
	Tennis				
	Bowling				

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	Golf				
	Group III Assistant Coach	\$5,447	\$5,556	\$5,667	\$5,780

Group IV		\$6,885	\$7,023	\$7,163	\$7,306
	NA				
Athletic Other					
	Ticket Coordinator	\$3,529	\$3,600	\$3,672	\$3,745
	Weight Room Supervisor*	\$3,698	\$3,772	\$3,847	\$3,924
	*80 Hours/Sessions				

Group V (Middle School)					
	Basketball	\$3,849	\$3,926	\$4,005	\$4,085
	Wrestling	\$4,022	\$4,102	\$4,184	\$4,268
	Track	\$4,188	\$4,272	\$4,357	\$4,444
	Group V Assistant Coach	\$2,081	\$2,123	\$2,165	\$2,208
Group VI (Middle School)					
	Volleyball	\$2,576	\$2,628	\$2,681	\$2,735
	Soccer	\$2,680	\$2,734	\$2,789	\$2,845
		2019- 2020	2020- 2021	2021- 2022	2022- 2023

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

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

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

Supervision and Evaluation of Coaches:

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

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SCHEDULE I

ATHLETIC PAYMENT SCHEDULE - OTHER

	2019- 2020	2020- 2021	2021- 2020	2022- 2023
FOOTBALL				
Supervision	\$55	\$57	\$59	\$61
Announcer	\$78	\$80	\$82	\$84
Photographer	\$173	\$177	\$181	\$185
Scoreboard	\$55	\$57	\$59	\$61
Ticket Sales	\$64	\$66	\$68	\$70
Down Marker	\$55	\$57	\$59	\$61
BASKETBALL				
Varsity Clock/Book	\$78	\$80	\$82	\$84
JV/Freshman Clock	\$55	\$57	\$59	\$61
Sellers	\$64	\$66	\$68	\$70
Supervision	\$64	\$66	\$68	\$70
WRESTLING				
Clock	\$78	\$80	\$82	\$84
Supervision	\$64	\$66	\$68	\$70
TRACK				
Judge	\$64	66	\$68	\$70
HOCKEY				
Supervision	\$64	\$66	\$68	\$70
Scorebook/Close (Varsity only)	\$78	\$80	\$82	\$84
VOLLEYBALL				
Clock	\$78	\$80	\$82	\$84
SOCCER				
Varsity Clock	\$78	\$80	\$82	\$84
JV/Freshmen Clock	\$55	\$57	\$59	\$61
LACROSSE				
Varsity Clock	\$78	\$80	\$82	\$84

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JV/Freshmen Clock	\$55	\$57	\$59	\$61
Penalty Judge (Varsity only)	\$55	\$57	\$59	\$61
ALL SPORTS				
Scouts	\$55	\$57	\$59	\$61
MIDDLE SCHOOL				
Clock	\$55	\$57	\$59	\$61
Supervision	\$48	\$49	\$50	\$51
Judge	\$64	\$66	\$68	\$70

SCHEDULE J

HEAD CUSTODIAN

	2019-2020	2020-2021	2021-2022	2022-2023
Betsy Ross	\$3,984	\$4,064	\$4,145	\$4,228
George Washington	\$3,984	\$4,064	\$4,145	\$4,228
Lenape Meadows	\$4,506	\$4,596	\$4,688	\$4,782
Joyce Kilmer	\$4,506	\$4,596	\$4,688	\$4,782
Ramapo Ridge	\$5,702	\$5,816	\$5,932	\$6,051
High School	\$5,964	\$6,083	\$6,205	\$6,329
Boiler License	\$900	\$900	\$900	\$900




SCHEDULE K

	2019-2020	2020-2021	2021-2022	2022-2023
Bus Duty K-8	\$1,695	\$1,729	\$1,764	\$1,799
9-12 After School Supervision	\$1,695	\$1,729	\$1,764	\$1,799
9-12 After School Detention	\$1,663	\$1,696	\$1,730	\$1,765
Lunch duty 6-12	\$3,632	\$3,705	\$3,779	\$3,855
6th gr. Overnight (per night)*	\$186	\$190	\$194	\$198
8th gr. Overnight (per night)*	\$186	\$190	\$194	\$198
* Payment shall be paid for an additional night if the trip returns to Mahwah after 8:00 p.m.				
Saturday Detention (Hourly)	\$33	\$34	\$35	\$36
Curriculum work	\$43	\$44	\$45	\$46
Professional Development (Members)	\$2,059	\$2,100	\$2,142	\$2,185
Professional Development (Chair)	\$2,907	\$2,965	\$3,024	\$3,084
Team Leaders	\$2,787	\$2,843	\$2,900	\$2,958
Safety Town	\$1,893	\$1,931	\$1,970	\$2,009
Title 1 Summer School				
Principal	\$4,537	\$4,628	\$4,721	\$4,815
Teachers	\$3,184	\$3,248	\$3,313	\$3,379
Secretary/Lunch Supervisor	\$2,123	\$2,165	\$2,208	\$2,252
Professional Instructor Hourly	\$59	\$60	\$61	\$62
Class Coverage	\$43	\$44	\$45	\$46
Accompanists	\$796	\$812	\$828	\$845
Freshmen Advisory	\$3,954	\$4,033	\$4,114	\$4,196

