

PREAMBLE

This Agreement entered into this 25th day of May 2021, by and between the Board of Education of the School District of the Township of Edison, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the "Board," and the Edison Principals and Supervisors Association, hereinafter called "the Association".

WITNESSETH WHEREAS, the Board and the Association recognize and declare that providing the finest possible education for the children of the school district is their mutual aim and that the character of such education is dependent in part upon the quality and morale of the Association's members, and

WHEREAS, the members of the Association are particularly qualified to advise in the formulation and implementation of policies and programs designed to improve educational standards, and

WHEREAS, the members of the Association shall faithfully devote themselves to their constant improvement in manner, morale, deportment, and by exemplary conduct, and

WHEREAS, the Board is required, pursuant to NJSA 34:13A-1 et seq., to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the Board and the Association have reached certain understandings, this Agreement witnessed:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel listed below, whether under contract at full or partial pay or on leave.

B. Employees Covered by this Agreement: This Agreement shall apply to all principals, assistant principals, academic directors and academic supervisors under contract, excluding employees in all other categories.

C. Unless otherwise indicated, the term, "members," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A-1 et seq., in a good-faith effort to reach agreement on all matters concerning the terms and conditions of members' employment. Such negotiations shall begin in accordance with PERC rules. Any agreement so negotiated shall apply to all members, be reduced to writing, be signed by the Board and the Association negotiating teams, and be submitted for ratification to the Board and the Association.

B. Neither party in any negotiation shall have any control over the selection of the negotiation representative of the other party. The parties meeting pledge that their representatives be empowered to make proposals, consider proposals, and make counter proposals in the course of negotiations. However, the representatives of the Association and the Board shall not be empowered to enter into a binding agreement without first obtaining the consent of their respective sides.

C. The Board and the Association acknowledge that during negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective bargaining (e.g., wages, terms and conditions of employment, and grievance procedure). The Board and the Association have bargained in good faith with respect to these subjects and the understandings and agreements arrived at by the parties, after the exercise of that right, are set forth in this Agreement. Therefore, the employer and the Association for the term of this Agreement each agree that the other shall not be required to bargain with respect to any subject not specifically referred to or covered in this Agreement.

D. This Contract has incorporated all pre-existing sidebar agreements. Any pre-existing sidebar agreement not incorporated in this contract is null and void.

E. Should a mutually acceptable amendment to this Agreement be negotiated by the parties it shall be reduced to writing, and be signed by the Board and the Association.

F. Representatives

1. Representatives of the Board and the Association's negotiation committee shall meet upon the request of either party for the purpose of reviewing the administration and/or amendment of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

3. All meetings between the parties shall be regularly scheduled whenever possible to take place when the members involved are free from assigned responsibilities unless otherwise agreed.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "grievance" is to be defined as a complaint, dispute, or controversy arising on or after the execution date of this Agreement and arising solely between the Board and the Association or an employee covered by this Agreement involving questions regarding the interpretation or application of any of the express written provisions of the Agreement, or questions relating to terms and conditions of employment.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting the interpretation of this Agreement. Both parties agree that these proceedings will be kept informal and confidential.

2. Nothing herein contained shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration and

having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with terms of this Agreement.

C. Procedure

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure to file/forward a grievance within the specified time limits shall terminate the grievance at that point. Failure to respond to a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.

2. Level I

A grievance to be considered under this procedure must be initiated by a member(s) or the Association in writing with the member's immediate superior within thirty (30) calendar days from the time of occurrence. The written grievance shall specify the specific violation including sections of this contract, the date of occurrence, the extent of the harm suffered, and the relief sought.

3. Level II

If the aggrieved person is not satisfied with the disposition of her/his grievance at Level I, he/she may file the grievance in writing within three (3) calendar days to the Association Grievance Committee. Within three (3) calendar days after receiving the written grievance, the committee may refer it to the Superintendent of Schools. The disposition of the unresolved grievance at Level I shall be submitted in writing to the committee and the Superintendent of Schools.

4. Level III

If the Grievance Committee is not satisfied with the disposition of a grievance at Level II or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the Superintendent, the Grievance Committee may request that the Superintendent refer the grievance to the Board of Education within fourteen (14) calendar days.

5. Level IV

a. If the grievance has not been resolved within fourteen (14) calendar days after such written notice from the Superintendent to the Board, the Grievance Committee may submit the grievance to the Public Employment Relations Commission (PERC). The parties shall then be bound by the rules and procedures of the PERC.

b. The arbitrator's decision shall be in writing and shall set forth findings of factors, reasoning, and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. With the exception of the subjects excluded from arbitration, it is the function of the arbitrator to interpret the contract, to make and issue decisions only regarding matters expressly submitted to be considered within the written term of the contract. The arbitrator shall not be empowered to change, add to, subtract from, or in any manner modify the written terms and conditions of this contract or change any existing wage rates. The decision of the arbitrator shall be final and binding on the parties.

c. The cost of the services of the arbitrator, including per diem expenses, if any, and the actual and necessary traveling subsistence expense shall be borne equally by the Board and the Association.

D. Rights of Members to Representation

1. Any party in interest may be represented at all stages of the grievance procedure individually or at her/his option by a representative elected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board, by any member of the central administration, by any member of the Grievance Committee, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If in the judgment of the Grievance Committee a grievance affects a group of members in more than one location, the Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. A Grievance Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Levels II and III shall be in writing and made available to the parties in interest. It is expressly understood and agreed that, in addition to the exclusions from the provisions of the grievance and arbitration provisions contained elsewhere, the following are not subject to the grievance and arbitration provisions of this Agreement.

a. Any matter where the Board is without the expressed or implied authority to act or which may be prescribed by law;

b. Any questions concerning the discipline or discharge of a non-tenured member;

c. Any questions concerning the discharge of a tenured member except as may be provided for elsewhere in this Agreement;

d. Any questions concerning discipline or discharge of employees as a result of their having engaged in activities prohibited under the no-strike provisions of this Agreement.

3. Unless otherwise mutually agreed, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and the designated or selected representatives heretofore referred to in this Article.

4. The expenses and remuneration of calling each party's witnesses shall be borne by the party calling the witnesses.

5. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.

ARTICLE IV

RIGHTS OF THE PARTIES

A. Pursuant to NJSA 34:13A-1 et seq., the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations.

B. 1. **No member shall be reprimanded in public** without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure within set forth.

2. Withholding of increments shall be accomplished in accordance with provisions of NJSA 18A:29-14. Non-renewal of non-tenured members shall be accomplished in accordance with provisions of NJAC 6:3-4.2.

C. Whenever any member 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 member in an office, position or employment, or the salary or any increments pertaining thereto, the member may request a written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent that member during such meeting or interview if the member so desires. Any suspension of a member pending charges shall be with pay.

D. The personal life of a member is not an appropriate concern for the attention of the Board except as it may directly affect the member's performance during the work day. For purposes of this Article, work day includes any time when a member is on duty.

E. Members shall be entitled to full rights of citizenship, and no religious or political activities of any member or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such member, providing such activities do not violate any local, state or federal law.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, and all other information that is a matter of public record.

B. When any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they will suffer no loss in pay. The parties may mutually agree to meet at other times.

C. Representatives of the Association who are employees of the Board shall be permitted to transact official Association business on school property at all reasonable times with official approval, provided that there is no interruption of the normal school program.

D. The Association shall have the right to use rooms in schools, school facilities and equipment, mail facilities, bulletin boards, etc., as it may reasonably require and when not otherwise required for school use, with the approval of the building principal. The Association shall pay the reasonable cost of consumable supplies used.

E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of its members and to no other organization.

F. The Association shall submit a proposed school calendar for the succeeding year to the Superintendent of Schools one month prior to the Superintendent's presentation of the proposed calendar to the Board. The Superintendent will meet with the Association to discuss its recommendations prior to submitting his/her recommendation to the Board.

G. If and when the law allows, the Association retains the right to assess all non-members covered by the Recognition Clause of this Agreement a fee equal to eighty-five percent (85%) of the Association's local annual dues for purposes of providing the protections and benefits of this Agreement.

ARTICLE VI

EMPLOYMENT

A. Members shall be paid on the last working day before the fifteenth (15th) of each month and the last working day before the end of the month.

B. When a payday falls on or during a school holiday, vacation, or weekend, members shall receive their paychecks on the last working day prior to the holiday.

C. All retroactive pay for members shall be issued in the form of separate checks, with deductions based upon the gross retroactive amount.

D. Credit for all sick leave earned in Edison will be granted to members returning to the district after being terminated due to a reduction in force unless said members choose to accept payment for unused sick days as allowed by Article X, Section A 5. **No Credit will be granted for sick leave accumulated outside the district. (This bold section will now be enforced, despite past practice.)**

ARTICLE VII

ASSIGNMENT AND TRANSFERS

All members shall be given written notice of their assignments for the forth-coming year not later than the June Board of Education meeting of each year. If later changes in assignment are necessary, members must be so informed prior to the start of the school year (emergencies accepted).

ARTICLE VIII

TRANSFERS, REASSIGNMENTS, AND POSTING

A. By May 1 of each year the Superintendent shall make available to the Association and post on the District Website and/or Email System a list of know vacancies which shall occur during the following year. As vacancies occur during the school year, said posting shall be made.

B. A member who desires a change in assignment or who desires to transfer to another building may file a written statement of such desire with her/his immediate superior and the Superintendent at any time. Such statement shall include the assignments to which the member desires to be transferred in order of preference.

C. Promotional positions are positions paying a salary differential for increased responsibility according to the administrator/supervisor levels listed in Article XX. All vacancies in promotional positions shall be posted in accordance with the following procedure:

Positions shall be posted on the District Website/and or Email System for no less than ten (10) business days before the final date for submitting applications. Members who desire to apply for such vacancies shall submit their application online or as directed in the posting within the time specified in the notice and acknowledgement shall be given to all such applications.

D. Qualifications for the position, its duties and rate of compensation shall be clearly set forth. Any change of qualifications set forth for a particular position shall be similarly posted and made available to the Association.

E. A member being recommended for an involuntary transfer shall be so notified at a meeting with the Superintendent. This meeting shall occur prior to the May public board meeting. The Association President shall be notified of all involuntary transfers that will be made for the following school year.

ARTICLE IX

EVALUATION

A. All members of the Association shall be formally evaluated in accordance with NJAC 6:3-4.1 or NJAC 6:3-4.3. The procedures used in conducting the evaluations shall be developed by the Superintendent in consultation with the Association and approved by the Board. Annual evaluations shall be based on each member's job performance during the current year of employment. All monitoring or observation of the work performance of a member shall be conducted openly and with the full knowledge of the member. If, during the life of this Agreement, the State should change the rules and/or regulations governing the evaluations of professional staff, or modify the forgoing N.J.A.C provisions, the new rules shall, at a minimum, be applied to the members of this unit.

B. 1. A member shall have the right, upon request, to review personally the contents of her/his personal file in the presence of the Superintendent or the Superintendent's designated representative.

2. No material derogatory to a member's conduct, service, character, or personality shall be placed in her/his personal file unless the member has had an opportunity to review the material. At least once a year until tenure and every two (2) years thereafter, a member shall have the right to indicate those documents and/or other materials in the file which the member believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and at the discretion of the Superintendent they shall be either destroyed or retained. The member shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

C. Any complaints regarding a member made to the administration by any teacher, parent, student, or other people which are used in any manner in evaluating a member shall be promptly investigated and called to the attention of the member. If a reprimand or disciplinary action results from the complaint, the member shall be given an opportunity to respond and/or rebut any such complaint, and shall be entitled to a meeting involving the member, the superior and a representative of the Association.

ARTICLE X

LEAVES OF ABSENCE

A. Sick Leave

1. Members employed on a twelve (12) month basis shall receive twelve (12) sick days per year. All days of sick leave not utilized shall be accumulative (18A-30-3). Members hired after the start of the school year shall receive one (1) day of sick leave per month of employment. All sick leave days shall be credited on the first day of employment whether or not the member reports to work on that day.

2. An additional thirty (30) days beyond the total number of accrued sick leave days may be granted.

3. It shall be the obligation of the employee to certify that the absence resulted from personal illness (18A-30-4). Upon request, the employee shall present a physician's statement of illness to the Superintendent. Personnel who will be absent shall notify the Superintendent's office on or before the day of absence.

4. Members will be given a written accounting of accumulated sick leave days on their Employee Portal. All members of the unit will enroll in direct deposit.

5. Upon retirement from the teachers' pension and annuity fund, members who have completed ten (10) years of service in Edison will receive payment for unused sick days earned in the Edison School District. Payment for unused accumulated sick leave will be for one hundred percent (100%) of eligible days at the rate of sixty-five dollars (\$65) per day, up to a maximum of fifteen thousand (\$15,000) dollars or applicable law. Payment under this section will be made to the estate of any member who is either retirement eligible or who has completed fifteen (15) years of service and who dies prior to retirement. The payout for unused days can, at the discretion of the retiree or his/her estate, be paid out in one payment or over a three-year period in amounts determined by the member. Monies can be paid into an established retirement account or in the form of a check to the member in three equal installments.

B. Personal Leave

Personnel may be absent from school duties for three (3) days without loss of pay. Formal notification to immediate superior for personal leave shall be made at least two (2) days before taking such leave (except in cases of emergency).

C. Unused Personal Days

Unused personal days (P days) shall be converted to family illness (FI) days and may be accumulated year to year. At the discretion of the member, unused family illness days may be converted to A days and added to the member's accumulated sick leave upon written notification.

D. Leaves Due to Death in the Family

1. Members may be absent from school without loss of pay for a period not to exceed five (5) days due to the death of a parent, **parent-in-law**, step-parent, spouse, child, step-child, sibling or step-sibling.

2. Members may be absent from school without loss of pay for a period not to exceed four (4) days due to the death of a grandparent, grandchild, grandparent-in-law, daughter-in-law or son-in-law.

3. A bereavement leave of absence shall be taken commensurate to the time of death of the relative and it must begin prior to or on the day of internment of the relative, unless internment occurs during a school recess. Bereavement leave of absence must be taken on consecutive workdays, except when it is taken on non-consecutive workdays between death and internment of the relative. A bereavement leave of absence which is begun prior to a school recess shall not continue after the school recess. For this purpose, a school recess shall be defined as a period of at least one (1) week during which school is in recess. There is no allowance for bereavement leave if the employee is already out on unpaid leave.

4. A Near Relative – Definition

A near relative shall be construed to mean an aunt, uncle, niece, nephew, first cousin or sibling-in-law (18A-30-7). Members may be absent from school duties without loss of pay for a period of one (1) day because of the death of a near relative. When a relative listed in this subsection passes away, the leave may be extended (4) days. At the discretion of the Superintendent, the member may extend this leave by using a compensation, vacation or personal day, if available; otherwise, the extension is without pay.

5. In the event of the death of a member, teacher, or student in Edison Township School System, the Superintendent or the Superintendent's designee shall grant to an appropriate number of members sufficient time off to attend the funeral.

E. Disability Leave

1. Leave For Temporary Disability – Tenured Employees

a. The Board shall grant an unpaid leave of absence on the basis of medical certification (statement from the employee's physician confirming the existence of the disabling condition) of up to one (1) year to any tenured employee who has exhausted her/his accumulated sick leave and who is temporarily unable to perform her/his duties because of disability resulting from illness, injury, pregnancy, or similar condition. Additional leave may be granted at the discretion of the Board.

b. All requests for leave under this paragraph shall be accompanied by a statement from the employee's physician confirming the existence of the disabling condition and indicating the probable duration of the period of disability. Unless a specific medical condition exists, the postpartum disability period for maternity shall not exceed sixty (60) days.

c. Where an employee can anticipate the need for disability leave in connection with a specific future event such as surgery or childbirth, he/she shall notify the Superintendent as soon as he/she is aware of the pending condition and shall submit to the Superintendent or designee a statement from a physician of his/her continuing fitness to perform his/her assigned duties. If at any time after filing this statement, the employee gives evidence of inability to perform his/her assigned duties, he/she may be required by the Superintendent or designee to submit further physician's certification of fitness at intervals of not less than one (1) month. Where a specific date for commencement of disability leave cannot be determined, the employee may request leave in advance of the anticipated date so that a qualified substitute can be selected and scheduled.

d. COBRA Coverage – District provided medical benefits will terminate upon conclusion of Family Leave (if eligible). All accumulated sick leave must be used before Family Leave and Unpaid Medical Leave begin, except, at the discretion of the employee, a maximum of 15 days may be retained for future use. The employee will remain responsible for their medical premium contribution while on leave. All affected employees will be eligible to continue benefits under COBRA. No COBRA reimbursement will be made. In case of hardship as determined by the Board, the Board shall grant 3 additional months of unpaid medical leave with benefits. The Board's determination of hardship shall not be subject to the arbitration provisions of this contract.

e. An employee returning from disability leave shall file with the Superintendent or designee a certificate from her/his physician certifying her/his fitness to resume assigned duties.

f. Should the situation requiring disability leave change, e.g., if surgery is postponed or a pregnancy results in miscarriage or stillbirth, the Superintendent may authorize early termination of leave.

g. The Board of Education reserves the right to have employees examined by a physician of the Board's choosing at any time prior to granting, during, and upon request to return from a

medical leave of absence. In the event that the Member's and the Board's physicians render conflicting opinions, a third opinion will be obtained by a mutually agreed upon physician.

2. Leave for Temporary Disability – Non-tenured Employees

The Board of Education shall grant leaves of absence for disability to non-tenured employees under the same terms and conditions as for tenured employees except that in no case may such leave extend beyond the expiration date of such employee's contract.

3. Infant Care Leave

- a. The Board of Education shall grant to any tenured employee, female or male, unpaid leave of absence to provide necessary care for her/his infant child, natural or adopted, who is no more than six (6) months of age at the time such leave is requested. The length of infant care leave shall not exceed one (1) year unless a one-year leave would expire during the last three (3) months of the school year, in which case the leave may be extended until June 30 of that school year.

Employees on infant care leave shall be entitled to no benefits while on such leave except as may be required by law. A member on infant care leave who wishes to continue health insurance coverage may purchase any or all available coverages by paying, to the Board of Education, the group premium rates which the Board of Education is charged.

- b. Notice for the commencement of infant care leave shall be not less than sixty (60) days, shall be forwarded to the employee's immediate superior, and shall include the commencement and termination dates of said leave. Application for infant care leave may be included in the same request with application for disability leave for pregnancy.

F. Leave of Absence Due to Illness in the Family

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick member of the member's immediate family which includes the member's 12-week allowance under the federal and/or state Family Leave Act. Additional leave may be granted at the discretion of the Board.

G. Military Leave

Time shall be granted to persons called into temporary active duty, or to any unit of the United States Reserves/National Guard, provided such obligation cannot be fulfilled on days when school is not in session. Said time shall be in accordance with federal and state regulations. A member shall be paid his/her regular pay in addition to any pay which he/she receives from the state or federal government.

H. Other leaves of absence may be granted by the Board.

I. Upon return from leave the member shall be assigned to the same professional (certified) position, (not necessarily at the same location), which the member held prior to the leave, provided there has not been a reduction in force, however, the member does maintain his/her statutory bumping rights.

J. Leave Benefits - All benefits to which a member was entitled at the time her/his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to her/him upon her/his return.

K. Members on unpaid leaves of absence, in accordance with Sections D.3., E., and F. of this Article, shall be ineligible for the economic benefits provided by this Contract at Board expense.

L. Veterans Day – A release day shall be given to any veteran with no loss of pay or time to any who are not on active duty.

ARTICLE XI

WORK YEAR

- A. The schedule of holidays for 12-month personnel shall be those as per the school calendar that is established each year. However, all members of the unit are expected to work two days during the winter recess and two days during the spring recess.
- B. The work year for all 12 month personnel shall be from July 1 to June 30.

ARTICLE XII

VACATIONS

- A. The summer vacation period shall begin July 1 and end prior to the Monday that precedes the opening of the school year by two (2) full weeks. Exceptions may be approved by the Superintendent of Schools. Vacation may be taken throughout the school year with the approval of the Superintendent of Schools. Vacation days shall not be taken on days when the schools are open for students unless approved by the Superintendent. The vacation schedule for all members will be staggered to insure coverage throughout the year. A maximum of five (5) unused vacation days may be carried over to the following year with the approval of the Superintendent of Schools. A maximum of six (6) vacation days may be used during the school year. However, the total sum of a member's vacation days may be used toward a paid maternity leave or paid medical leave of absence but may not be used to extend the leave beyond what is documented on the physician's statement of illness. Vacation Days used towards a Family Leave of Absence, will run concurrently with the Federal/NJ Family Leave Act and not extend the total leave allowed by law.
- B. Upon termination of vacation-eligible employment in the district or in the event of death while employed a member or his/her estate shall be paid one two-hundred sixtieth (1/260th) of her/his annual salary for each unused vacation day.
- C. Members who are employed on a twelve (12) month basis are entitled to a one (1) month paid vacation (25 days). Vacation accrual for members shall be as follows:
1. Personnel hired and working during the period of July or August will earn one (1) full month's vacation (25 days) as of June 30 the following year.
 2. Personnel hired and working during the period of September through October 31 will earn four (4) weeks' vacation (20 days) as of June 30 the following year.
 3. Personnel hired and working during the period of November through December 31 will earn three (3) weeks' vacation (15 days) as of June 30 of the following year.
 4. Personnel hired and working during the period of January through February 28 will earn two (2) weeks' vacation (10 days) as of June 30.
 5. Personnel hired and working during the period of March through April 30 will earn one (1) weeks' vacation (5 days) as of June 30.
 6. Personnel hired and working during May and June will not accrue any vacation. Personnel

who are not working as of June 30 will not earn vacation pay.

ARTICLE XIII

INSURANCE PROTECTION

A. Medical Benefits

a. The Board shall provide the Horizon Direct Access \$10 co-pay plan or equivalent which will include the major medical, surgical, hospitalization, etc. benefits as provided by the State of New Jersey. The current co-payment is ten (\$10) dollars, fifteen (\$15) dollars for specialists. The benefit package as provided and the network of participating doctors and hospitals can be accessed at the Horizon Blue Cross Blue Shield website: www.horizonblue.com. With the following exceptions:

- i. Emergency Room Copay - \$50.00
- ii. Out of Network Deductibles – Single - \$125.00, Parent/Child, Member/Spouse and Family \$250.00
- iii. Mandatory Mail Order Prescription for Specialty Drugs.

b. The catastrophic out-of-pocket amount for out-of-network and supplemental coverage will be twenty percent (20%) of four thousand dollars (\$4,000.00) single/eight thousand dollars (\$8,000.00) Parent/Child, Member/Spouse, and Family. Catastrophic amounts are calculated on a calendar year basis.

c. Mental health and substance abuse benefits will not contribute toward satisfying the catastrophic limit. For services that contribute towards the out-of-pocket amount, once the catastrophic limit is met, benefits will increase to one hundred percent (100%) of the reasonable and customary amount.

2. Dental Coverage:

a. The Board shall provide dental insurance equal to the dental insurance carrier's Usual and Customary Rate Program, which shall include single and family coverage. The maximum benefit per calendar year, excluding Class IV dental services, shall be two thousand dollars (\$2,000.00). The deductible shall be forty dollars (\$40.00) single, and one hundred twenty dollars (\$120.00) parent/child, member/spouse, and family. All deductibles are on all dental services except Class I diagnostic and preventive services.

b. The Board will offer a voluntary dental plan HMO with no deductible and no maximum, but subject to applicable co-insurance amounts.

c. If the dental plan includes coverage for tooth implants, this coverage will not be considered as a requirement to satisfy the equal-to-or better-than clause, if and when, the district seeks an alternative dental provider.

3. Prescription Plan:

a. The Board shall provide a Single, Parent/Child, Member/Spouse, and Family Diabetic Prescription plan with no co-pays for prescriptions, supplies, and equipment.

b. The Board shall provide the Benecard Prescription Plan or equivalent.

The current co-payment is fifteen (\$15) dollars for brand name and five (\$5)

dollars for generic. Mail order co-pays will be thirty (\$30) dollars for brand name and ten (\$10) dollars for generic.

c. All association members agree to make all efforts to use "Preferred Pharmacies" i.e. Non-Chain Pharmacies, Local Grocery stores, Costco, Walmart, mail order prescriptions etcetera.

4. Optional Vision Coverage

The Board shall offer an optional vision coverage plan through a payroll deduction to the employee at no cost to the board. The employee is responsible for payment of the full premium.

5. Optional Pet Insurance

The Board shall offer optional pet insurance coverage through a payroll deduction to the employee at no cost to the board. The employee is responsible for payment of the full premium.

B. Policy on Insurance Coverage: Rules and Regulations.

1. Employees who elect to use Direct 10 will contribute at Tier 4, Chapter 78 rates, or 1.5% of the employees' pensionable salary, whichever is greater, for the duration of this Agreement. Employees shall continue to contribute health insurance premiums at Chapter 78's Tier 4 rates, or 1.5% of the employees' pensionable salary, whichever is greater, after the expiration of this Agreement, unless the law has changed mandating otherwise or the parties negotiate and agree to a different employee contribution rate/amount. At no time will any employee be required to make contractually mandated health insurance contributions in addition to statutorily required contributions.

2. Omnia

a. All new hires prior to July 1, 2020, who ultimately enroll in District-offered health insurance upon being hired must remain in the Omnia plan for a minimum of one calendar year, or opt into the New Jersey Educator's Plan during the statutorily required enrollment period for the remainder of the one calendar year requirement. Upon completion of the one calendar year requirement, the employee may opt to enroll in any district-offered health insurance plan.

b. Any employee hired prior to July 1, 2020 who did not enroll in district-offered health insurance upon being hired shall enroll in the Omnia

Plan or the New Jersey Educator's Plan or the Garden State Plan for a period of at least one calendar (1) year, if and / or when they choose to avail themselves to the district-offered health insurance, up to the time in which they obtain tenure. On the one (1) year anniversary of participation in Omnia, non-tenured employees will be permitted to either remain in Omnia or enroll in another district-offered plan. Thereafter, the employee is eligible to participate in any open-enrollment periods to make changes to their insurance coverage.

c. Employees who elect to use the Omnia Plan will contribute at Tier 2, Chapter 78 rates, or 1.5% of the employees' pensionable salary, whichever is greater, for the duration of this agreement. Employees shall continue to contribute health insurance premiums at Chapter 78's tier 2 rates, or 1.5% of the employees' pensionable salary, whichever is greater, after the expiration of this Agreement, unless the law has changed mandating otherwise or the parties negotiate and agree to a different employee contribution rate/amount. At no time will any employee be required

to make contractually mandated health insurance contributions in addition to statutorily required contributions.

3. New Jersey Educators Health Plan/Garden State Health Plan

a. All new employees hired on or after July 1, 2020 and who do not waive coverage must enroll in the New Jersey Educators Health Plan (NJEHP). All terms and conditions of the health plan including premium sharing rates shall be as governed by law.

b. All employees hired prior to July 1, 2020 will be given the opportunity to select the NJEHP during an open enrollment period prior to that date.

c. Employees selecting the NJEHP will pay only the premium sharing required for that plan as per statute.

d. When the voluntary Garden State Health Plan (GSHP) is offered, all employees may opt to choose it and pay only the lower premium sharing required by that plan as per statute.

4. Family Coverage: An employee who has a spouse or certified civil union partner and dependent children shall be eligible for full family coverage.

5. Member/Spouse Coverage: An employee who has a spouse or certified civil union partner who does not have dependent children shall be eligible for member/spouse coverage.

6. Single Coverage:

a. An unmarried employee, divorced person, widow or widower who does not support a family with dependents shall be eligible for single coverage.

7. Parent/Child Coverage: Any single employee with a dependent child or children shall be eligible for parent/child coverage.

8. It shall be the responsibility of the employee to fully furnish all essential evidence to establish eligibility.

9. Employees who elect not to participate directly in the medical insurance coverage and prescription plan as outlined in Section A above shall receive two thousand five hundred (\$2,500) dollars annually at the end of each contract year of non-participation. The Board shall reimburse the premium cost for continued enrollment in the alternate insurance plan for any employee who elects not to participate in the medical insurance coverage and prescription plan as outlined in Section A above should said employee lose insurance coverage through another source until said employee is eligible to re-enroll in the insurance coverage provided by the Board. An additional two hundred (\$200) dollars will be paid if the employee also does not participate in the dental coverage. Any employee that elects not to participate in the health plans must complete the opt-out form annually and certify that they have alternate health insurance.

10. All employees shall notify the Board, without delay, when eligibility changes or ceases. Employees shall be subject to payroll deduction as necessary to reimburse the Board or its carrier for benefits erroneously paid.

11. The Board shall provide the Association with a Master Copy of the Health Service Provider's program.

12. The Board will not change insurance plans/carriers without first discussing the proposed change with the Association. Any unilateral change in coverage shall be equal to or better than that currently in effect during the life of the contract.

13. Whenever any change in insurance benefits occurs for any other association representing employees in the Edison Township School District, the Board and Association may agree to reopen negotiations.
14. Voluntary HMOs may be made available by the Board.
15. A voluntary Section 125 Flexible Spending Account may be made available by the Board.

ARTICLE XIV

MEMBER GRADUATE STUDIES

A. Tuition Reimbursement

Tuition reimbursement shall be limited to three thousand dollars (\$3,000) per year for the life of this contract. NOTE: In order for a course to be reimbursed, the request for reimbursement must arrive at the Personnel Office no later than June 30 of the school year in which the course is taken. A submission for reimbursement received after June 30 will not be honored and, therefore, forfeited. If a transcript cannot be obtained by June 30, a dated letter from the instructor on official stationery including course number, course title and grade will be temporarily accepted in lieu of the transcript.

1. In order for a board of education to provide an employee tuition assistance for coursework taken at an institution of higher education or additional compensation upon the acquisition of additional academic credits or completion of a degree program at an institution of higher education.

- a. The institution shall be a duly authorized institution of higher education as defined in section 3 of P.L. 1986, c.87 (C18A:3-5-3);
- b. The employee shall obtain approval from the superintendent of schools prior to enrollment of any course for which assistance is sought. In the event the superintendent denies the approval, the employee may appeal the denial to the board of education. In the case of the superintendent, the approval shall be obtained from the board of education; and
- c. The tuition assistance or additional compensation shall be provided only for a course or degree related to the employee's current or future job responsibilities.

2. Graduate courses are eligible for reimbursement and salary guide credit must be approved in advance by the Superintendent or designee before enrollment in the course. The request will be made on the designated form along with the applicable course descriptions.

3. Courses taken at institutions that offer only online courses will not be eligible.

4. Reimbursement for previously approved eligible course will be made after successful completion of the course with a grade of B or better after submission of a receipt showing the course was paid and transcript showing the grade and credit granted.

5. In-Service Courses

Salary guide credit will be granted only with prior approval of the Superintendent for "in-service" courses offered by non-degree granting groups and/or institutions outside the Edison School System. Courses sponsored by the Board will carry salary guide credit as indicated in the

announcement of such courses.

ARTICLE XV

SABBATICAL LEAVE

A. Sabbatical leaves may be approved by the Board of Education and shall not exceed budget allocation. To be considered for sabbatical leave, a member must meet one of the following criteria:

1. Be fully matriculated in a doctoral or specialist degree program at an accredited college or university;

2. Be enrolled and accepted in a special program which the Board determines, in its sole discretion, will be in the best interest of the school district;

3. Have completed five (5) years of service in the district and have a minimum of three (3) years in current position. The Board may, in its sole discretion, reduce this requirement.

B. Sabbatical leave shall be for one (1) full academic year at the rate of seventy-five percent (75%) of annual salary one would have received had he/she remained in the district.

C. The member shall return to her/his position in the Edison School District for not less than two (2) years following the completion of the sabbatical or refund the sabbatical leave pay on a pro rata basis.

D. Upon return from sabbatical leave, a member shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system.

E. All health benefits and pension membership shall continue without interruption.

F. Application for sabbatical leave shall be forwarded to the Superintendent's office on or before March 1. The Superintendent will submit recommendations for approval to the Board at its April meeting. Acceptance of the sabbatical by the member shall occur in writing prior to May 1. These deadlines may be extended.

G. Members on sabbatical leave shall be eligible for tuition payment for graduate courses, in accordance with existing policy, during the year of the sabbatical.

ARTICLE XVI

DEDUCTION FROM SALARY

A. Each of the professional associations shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

B. The filing of notice of a member's withdrawal shall be prior to December 1 and shall become effective to halt deductions as of January 1 next succeeding the date on which the notice of withdrawal is filed.

D. The Board agrees to deduct from the salaries of its members' dues for professional associations or any combination of associations as said members individually and voluntarily

authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Member authorization shall be in writing on the form provided by the personnel office.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any member or group of members 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.

B. Any individual contract between the Board and an individual member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of members or in the application of administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, domicile or Association affiliation.

D. Copies of this Agreement shall be reproduced within a reasonable time after the Agreement is signed and presented to all members.

E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram, certified mail, fax, e-mail or hand delivery at the following addresses:

1. If by the Association to the Board:
Edison Township Board of Education
312 Pierson Avenue
Edison, New Jersey 08837
2. If by the Board to the Association:
President and Vice President, at their schools.

F. Strikes, Sanctions, Lockouts

1. The Association affirms that for the duration of this Agreement it will resolve all disputes with the Board in a peaceful and lawful manner, availing itself of the procedure for the peaceful resolution of disputes as provided for in Chapters 303 and 123.

2. The Association agrees that, in the event of a work stoppage or any illegal activity, all members of the Association shall perform the duties necessary to insure the effective operation of the school district as determined by the Board of Education and the Superintendent of Schools. In the event that any employee covered by this Agreement participates in such activities in violation of this provision, the Association will notify those persons to cease such activities and return to their duties.

G. Mileage

Those members who may be required to use their own automobiles in the performance of their duties, as directed by the Superintendent, shall be reimbursed at the current State Approved Rate. Principals and Assistant Principals shall be capped at three hundred dollars (\$300) annually.

H. Each member will be entitled to an annual \$175 cell phone allowance to be reimbursed in two parts on December 15th and June 15th pay periods.

I. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT FUND

All members will annually have access to the following Professional Development fund:

<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
\$1,000	\$1,000	\$1,000

1. These monies may be used for professional conferences and workshops. Professional memberships and publications may be eligible if approved by the Superintendent or his/her designee in advance.
2. No dues of any kind are allowed.
3. If release time is needed, the existing procedure for release time is to be used.
4. If monies are not expended, they will not be carried over to the following year.

ARTICLE XIX

FINANCIAL PROVISIONS

A.

Base Salary	3.05%	3.00%	2.95 %	2.90%
Position	2021-22	2022-23	2023-24	2024-25
High School Principal	\$178,455.81	\$183,809.48	\$189,231.86	\$194,719.58
Middle School Principal	\$166,422.66	\$171,415.34	\$176,472.09	\$181,589.78
Elementary Principal	\$157,081.18	\$161,793.61	\$166,566.52	\$171,396.95
High School Assistant Principal	\$153,748.54	\$158,361.00	\$163,032.64	\$167,760.59
Middle School Assistant Principal	\$150,407.66	\$154,919.89	\$159,490.02	\$164,115.24
Elementary Assistant Principal	\$146,133.14	\$150,517.14	\$154,957.39	\$159,451.16
Supervisor	\$143,334.31	\$147,634.34	\$151,989.55	\$156,397.24

B. Degree Differentials

Members of the unit hired before July 2012 will remain at the degree differential achieved prior to July 2014 as per the chart below. (Note: MA+15 and MA+60 did not exist from 2013-2015)

<u>MA+15</u>	<u>MA +30</u>	<u>MA+45</u>	<u>MA + 60</u>	<u>Ph.D/Ed.D</u>
3,800	6,618	8,500	9,524	12,975

Unit members hired after July 1, 2012 are only eligible for the following:

<u>2nd Masters</u>	<u>Ph.D/Ed.D</u>
6,618	12,975

C. EXPERIENCE STIPEND

Hired before September 1, 2002

Experience Stipend at beginning of:	<u>5 yrs.</u>	<u>8 yrs.</u>	<u>11 yrs.</u>	<u>14 yrs.</u>	<u>17 yrs.</u>
	3%	4%	5%	6%	7%

Hired after September 1, 2002

Experienced Stipend at beginning of:

Experience Increase of 3%				
5 Years	\$3,914.00			
7 Years	\$5,562.00			
10 Years	\$6,598.40			
13 Years	\$7,828.00			

D. The per diem rate for 12 month administrators shall be 1/260th of annual salary.

ARTICLE XX

DURATION

This Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2025.

B. This Agreement is entered into this 25th day of June 2021.

FOR THE EDISON TOWNSHIP
BOARD OF EDUCATION:

FOR THE EDISON PRINCIPALS
AND SUPERVISORS ASSOCIATION:

BY: _____
Jingwei (Jerry) Shi, Board President

BY: _____
Charles Ross, EPSA President

BY: _____
Bernard F. Bragen, Jr. Ed. D.

BY: _____
EPSA Secretary