

**AGREEMENT**

for

**PROFESSIONAL EMPLOYEES**

between

**BOARD OF EDUCATION  
EDISON TOWNSHIP  
NEW JERSEY**

and

**EDISON TOWNSHIP  
EDUCATION ASSOCIATION**

**JULY 01, 2017 – JUNE 30, 2020**

## **PREAMBLE**

This Agreement signed this \_\_\_\_\_ **day of April, 2018**, by and between the Board of Education of Edison Township, Edison, New Jersey, hereinafter called the "**Board**" and the Edison Township Education Association, hereinafter called the "**Association**".

### **WITNESSETH:**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of the Edison Township School District is their mutual aim and that the character of education depends predominantly upon the quality and morale of the teaching service, and

**WHEREAS**, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

**WHEREAS**, the members of the Association shall faithfully devote themselves to their pupils, by precept and example the importance of constant improvement in manner, morale and deportment, and

**WHEREAS**, the Board has an obligation, pursuant to **N.J.S.A. 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 parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenant, it is hereby agreed as follows:

## **ARTICLE I RECOGNITION**

### **A. Unit**

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, whether under contract, on leave, or employed by the Board, including: all full-time and part-time professional employees, including all teachers, curriculum resource teachers, core content leaders, staff development trainers, nurses, media specialists, co-curricular liaison persons, coaches, athletic trainers, school counselors, psychologists, learning disability teacher consultants, social workers, special education transition specialists, behavior specialists, special education inclusion facilitators, speech language specialists, occupational therapists, math interventionists, literacy interventionists and long term substitutes but shall exclude principals, assistant principals, supervisors, medical doctors, attendance investigators, library aides, library assistants, paraprofessionals, teacher aides, administrative secretaries, school secretaries, clerical aides, security officers, maintenance and custodial personnel, or any personnel in an administrative position who have the authority to hire, promote, discharge or otherwise change the status of employees, or effectively recommend such action.

### **B. Definition of Teacher**

The term "teachers", unless otherwise indicated, shall refer hereinafter in this agreement to all professional employees represented by the Association in the negotiating unit as above defined.

## **ARTICLE II NEGOTIATIONS OF SUCCESSOR AGREEMENT**

### **A. Legal Authority**

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

### **B. Exchange of Information**

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available for inspection by the Association by November 30 salary guides, scattergrams, a health insurance profile, and other pertinent records.

### **C. Representation**

Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party. The parties mutually pledge that their representatives will be empowered to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

### **D. Modification of Agreement**

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 of and/or amending this 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 it wishes to discuss.
3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities unless otherwise agreed.
4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the representatives of the Board and the Association, and be submitted for ratification to the Board and to the Association.

### **E. Maintenance of Benefits**

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to teachers covered by this Agreement shall continue to be applicable during the term of this Agreement.

**ARTICLE III  
BOARD POLICIES**

**A. Implementation**

This article concerns the implementation of policies, not the policies themselves.

**B. Review and Enforcement**

1. All Board of Education policies will be upheld and enforced by all Board employees who are party to this Agreement, as well as by all Administrators, Principals, and Supervisors.
2. All Board of Education policies are posted on the district website – <http://www.edison.k12.nj.us>
3. All Board of Education policies and regulations as well as any revisions will be sent to the Association Office.
4. The Staff shall be notified of all new and or revised policies and regulations in a timely manner via school e-mail.

**ARTICLE IV  
GRIEVANCE PROCEDURE**

**A. Definition**

A grievance is a claim by a teacher (or a group of teachers similarly situated, or the Association) that he/she has suffered harm by the interpretation, application, or violation of policies, agreements, or administrative decisions affecting teachers' 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 welfare, or terms and conditions of employment, of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher 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 the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

**C. Procedure**

1. Pre-Grievance Intervention
  - a. A teacher, who has a concern/problem/issue that is based on contractual language, or Board policy or procedures, or an administrative decision, should first arrange an appointment with the principal or immediate supervisor involved, to discuss the matter. The aggrieved employee may choose to have the Association's designated representative discuss the grievance in question. The

discussion should commence no later than ten (10) school calendar days after the concern/problem/issue became known.

- b. The attendance of an Association Representative should be considered if the problem may involve more people than the individual involved; if the matter is disciplinary in nature; if it involves an observation or evaluation, and/or if it involves working conditions for a group of people. In such matters, it is advisable to have an Association Representative in attendance for advice and guidance as to the Association's viewpoint.
  - c. A pre-grievance conference is meant to be informal in nature. The concern/ problem/ issue should be clearly presented, and possible solutions or suggestions to address the concern may be offered by the aggrieved employee. Every effort should be made to consider all possible solutions put forth, and to resolve the matter at this level. The Association Representative however is charged with representing the views of the Association with regard to any resolution to the matter.
2. Level I:  
If the concern/problem/issue is not resolved satisfactorily through the Pre-Grievance Intervention, then the aggrieved employee may move to the Level I grievance procedure. The procedure will be as follows:
- a. A formal written grievance shall be filed with the principal or immediate supervisor by the aggrieved employee or the Association representative. The grievance must be filed within twenty (20) calendar days after the concern/problem occurs. A grievance may not be filed by the ETEA later than six (6) months after the occurrence of the concern/problem regardless of when the employee became aware of the concern/problem.
  - b. A Level I grievance must, at the least, specify the following information: (1) the date of the event or action being grieved; (2) the date the grievance is filed; (3) the specific provisions of the contract or specific board policies allegedly violated, and/or administrative decision(s) affecting the terms and conditions of employment; (4) the manner in which same have been violated; and, (5) the remedy sought. The grievant must attach, to the Level I grievance, documentation supporting the grievance.
  - c. A conference will be held between the principal/supervisor, the aggrieved employee, and the Association representative in an effort to address the aggrieved employee's concerns.
  - d. The response of the principal/supervisor will be communicated in writing to the aggrieved employee, the Association representative, and the Association Office within ten (10) school days after the conference has been held.
3. Level II:  
If the response of the principal/supervisor is not acceptable to the aggrieved employee and/or the Association, within twenty (20) school days after the level I decision is rendered, the Grievance Committee may refer the grievance to the Superintendent of Schools. The Superintendent, or his/her designee, will confer with the President and/or Grievance Chairperson of the Association, and if deemed necessary by the

Superintendent, the aggrieved employee. A decision, in writing, shall be delivered within ten (10) school days to the aggrieved employee and the Association office.

4. Level III:

- a. If the Grievance Committee is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the Grievance Committee and/or an official designee(s) of the Association may refer the grievance to the Board of Education within ten (10) school days. The Board may, in its discretion, conduct a hearing within thirty (30) school days of the Board's receipt of the grievance. The Board shall render its decision, in writing, within thirty (30) school days from receipt of the grievance, or if a hearing is held from the date of the hearing. The Board's decision shall be delivered to the Association office and the Superintendent of Schools.
- b. If requested by the Association, an opportunity to present any, or all, Level III grievances for up to twenty (20) minutes per grievance shall be availed the Association President, and/or the Association Grievance Chairperson.
- c. All grievance hearings shall be at a mutually agreed-upon site in Edison Township.

5. Level IV: Arbitration

If the Association is not satisfied with the decision of the Board, the Association may appeal the decision to binding arbitration. Notice of a demand for binding arbitration shall be filed with the Public Employment Relations Commission within thirty (30) calendar days of the last appropriate date for a decision to be rendered by the Board with a copy of such notice to be sent to the Board.

- (a) The parties will arrange to have arbitration meetings at mutually agreed upon sites in Edison Township.
- (b) The arbitrator shall be without power or authority to make awards contrary to or inconsistent with the terms of the Agreement or of applicable law, rules or regulations having the force and effect of law.
- (c) The award of the arbitration shall be binding. To the extent permitted by law, only the Board and the Association shall be given copies of the arbitrator's report of findings and award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's ruling.
- (d) The arbitrator's fee shall be shared equally by the Board and the Association.
- (e) The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator.
- (f) The Association agrees that it will not bring or continue any grievance which is substantially similar to a grievance denied by the arbitrator.

6. Communications

Within ten (10) school days after the final resolution, whether at Level III or IV, the final resolution shall be communicated in writing to all appropriate administrative/supervisory personnel.

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

#### ***D. Rights of Teachers to Representation***

1. Any party in interest may be represented at all stages of the grievance procedure by himself or herself, or, at his/her option by a representative elected, or approved, by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board, or by any member of the administration, against any party in interest, any Association Representative, 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 or class of teachers in more than one building, the Grievance Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievances shall commence at Level II. The 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 I, II, and III shall be communicated in writing, on forms previously adopted (see 5. below), and any denial shall specify the reasons/basis for denial. Copies will be sent to the parties in interest, including all grievants, and to the Association, Attn: Grievance Committee. The Superintendent shall inform all administrative staff of any decision rendered, and the Association shall inform all Association Representatives.
3. Unless otherwise mutually agreed upon, 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. Any teacher in the Edison Township School system, or any other person under the supervision or control of the Edison Township Board of Education, if required by the Association and Board, shall be made available for appearance at any arbitration, grievance or P.E.R.C. hearing as requested by the Association or the Board without any loss of pay while attending such hearings.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

**ARTICLE V  
TEACHER AND BOARD RIGHTS**

**A. Rights and Protection in Representation**

Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every teacher employed by 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. The Board undertakes and agrees that it shall not directly, or indirectly, discourage, or deprive, or coerce any teacher in its employment of any rights conferred by N.J.S.A. 34:13A-1 et. seq., or other laws of New Jersey or the constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

**B. Just Cause Provision**

1. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or denied renewal of contract without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure pursuant to **N.J.S.A. 34:13A-29, et. seq.**
2. It is expected that all parties will exhibit professional behavior at all times.
3. If the necessity for an oral reprimand occurs, it should be done in a professional manner and in a private location, such as the Administrator's office, or any other location affording privacy of communication.

**C. Required Meetings or Hearings**

Whenever any teacher is required to appear before the Superintendent, Board or any committee, 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, he/she 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 him/her, and represent him/her during such meeting or interview if he/she so desires. Any suspension of a teacher pending charges shall be with pay.

**D. Responsibility and Authority of the Board**

Except as otherwise provided in this Agreement and under the provisions of N.J.S.A. 34:13A-1 et. seq., the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of this school district to the extent authorized by law.



**ARTICLE VI  
ASSOCIATION RIGHTS AND PRIVILEGES**

**A. Information**

The Board agrees to furnish to the Association in response to reasonable requests all available information that is a matter of public record.

**B. Release Time for Meetings**

When any representative of the Association, or any teacher, is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings or hearings arising from the grievance procedure, conferences or meetings, he/she will suffer no loss in pay and shall receive release time. The parties may mutually agree to meet at other times.

**C. School Visitations by Association Representatives**

Representative of the Association, The Middlesex County Education Association, the New Jersey Education Association, and the National Education Association, shall be permitted to transact official Association business on school property during the employees' free time with the notification to the principal and/or Superintendent by signing in at the main office of the respective school or Board of Education building, provided that doing so shall not interfere with or interrupt normal school operations.

**D. Use of School Buildings**

Upon the approval of the Superintendent and/or principal, the Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings.

**E. Use of School Equipment**

The Association shall have the right to use school facilities and equipment at such reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

**F. Bulletin Boards**

The Association shall have in each school building exclusive use of a bulletin board in each lounge and teacher's dining room. The Association will also be assigned adequate space, if available, on the bulletin board in each school's main office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal if upon request by the Principal.

**G. Mail Facilities and Mailboxes**

The Association shall have the right to use the inter-school mail facilities, school mailboxes and district e-mail as it deems necessary. The district courier will pick up and deliver mail once per day to the Association office.

**H. Leave for Association President**

The President shall be granted leave(s) of absence during his/her term of office as President. The rate of pay for the presidential leave(s) shall be mutually established for each contract year and shall be based on a twelve (12) month work year. Upon returning to full-time employment, full credit for each year of the leave of absence will be granted for seniority and salary guide placement purposes. All other benefits granted to full-time teachers shall be granted to the Association President during such leave(s) of absence.

**I. Exclusive Rights**

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 the teachers and to no other organizations.

**J. Release Time for Association Representatives**

There will be a duty-free schedule (except homeroom) for all Association officers and all duly elected Association head representatives as follows: two (2) at each high school, one (1) at each middle school, and one (1) at each elementary school.

1. At the middle school, the Head Building Association Representative will have a duty-free schedule. However, when the duty is a team meeting, the Association Representative will be permitted to be excused a minimum of two (2) meetings per week for Association-related business. If necessary, and with administrative approval, additional time may be granted. In addition, the middle school Association Representative will be exempt from a homeroom or bus supervision assignment.

2. At the elementary level, the Head Building Association Representative will not be assigned bus supervision or duty assignment.

3. A total of thirty (30) days per three-year contract without loss of pay shall be granted to the Association for use by any of its officers or authorized representatives to attend conventions, conferences, institutes, hearings, meetings, or other events that pertain to Association business. No one representative shall be permitted to use more than four (4) Association days per contract year. Prior notification of these days shall be made to the Superintendent by the Association President.

**ARTICLE VII  
SCHOOL CALENDAR/WORK YEAR**

**A. School Calendar**

The Association shall submit a proposed school calendar for the succeeding year to the Calendar Committee by January 1 of each year unless a request is made for an earlier submission. The Association President or designee shall be a member of the Calendar Committee. The Calendar Committee will meet with the Superintendent or designee to discuss the recommendations prior to submitting the calendar to the Superintendent for Board approval.

**B. Work Year**

1. The in-school work year of teachers, except school counselors, psychologists, learning disability teacher consultants, social workers, occupational therapists and speech language specialists, shall be 183 days, with up to two (2) days before school opens, one (1) of which shall be used as an in-service day, and an additional one (1) full in-service day or the equivalent if scheduled in the school calendar. However, if school is scheduled to open on September 1, teachers (except as indicated in 3. below) shall not be required to report for work prior to September 1

2. The in-school work year for school counselors, psychologists, learning disability teacher consultants, social workers, and speech language specialists shall be equal to the in-school work year of teachers except that school counselors, psychologists, learning

disability teacher consultants, social workers, occupational therapists, and speech language specialists employed before September 1, 1993 shall work from September 1 through the beginning of the in-school work year of teachers, and from the end of the in-school work year of teachers through June 30. School counselors, psychologists, learning disability teacher consultants, social workers, occupational therapists, and speech language specialists, employed on, or after, September 1, 1993, shall work a total of one-half (1/2) of the days scheduled from September 1 through the beginning of the in-school year of teachers, and from the end of the in-school year of teachers, through June 30. These days shall be mutually agreed upon and may be scheduled from September 1 through the beginning of the in-school work year for teachers, and/or from the end of the in-school work year for teachers through June 30. School counselors, psychologists, learning disability teacher consultants, social workers, occupational therapists, and speech language specialists who work beyond these days set forth above, with the Superintendent's approval, will be paid in accordance with Article VII, Section C, Paragraph 1.

### 3. New Personnel Training

(a) New personnel may be required to attend four (4) days of orientation to be scheduled during the ten (10) weekdays prior to the start of the school year. If personnel are hired after the start of the school year, an optional program will be offered after school days. This program will be offered on two (2) Saturdays and two (2) after-school day sessions of not more than 2 ½ hours. If teachers do not choose to attend this program, they shall attend the following summer's four-day Beginning Teacher Professional Development Institute.

(b) Training on the teacher evaluation model shall be provided to all new staff and shall clearly outline developmentally appropriate exemplars and specific descriptors for each domain and element within the teacher practice model. The training shall include the specific information regarding the rating system and criteria for Student Growth Percentiles, the development and assessment of Student Growth Objectives, and how the final rating is determined for each component and the evaluation system as a whole. New employees shall be trained within thirty (30) school days from the date they first report to work and will not be evaluated until they have been trained on the evaluation system.

4. Up to one (1) day in September before schools open for students (as described in 1. and 2. above) shall be used for administrative faculty meetings and department meetings. The balance of the time shall be used to prepare instructional areas/classrooms for the opening of school, with the exception of Kindergarten teachers who shall conduct Kindergarten orientation at that time. Kindergarten teachers shall be excused from Back to School night as outlined in Article VIII, section A, item 5a.

5. Any Child Study Team member throughout the school year, required to accept an additional case load, over the average case load of a CST member in Edison, as calculated by the Assistant Superintendent or his / her designee, due to the absence of another Child Study Team member or a vacancy of a Child Study Team member position, will be paid an hourly rate of fifty (\$50.00) dollars for any time necessary to complete the requirements of this additional workload.

### **C. Summer Work**

School counselors shall receive a per diem compensation of one two-hundredth (1/200<sup>th</sup>) for days worked during July and August. When employed during July and August, the work day shall be as stated in Article VIII, Section A, Paragraph 3.

For School Counselors, any necessary summer work within their home school will be distributed equally among all the counselors of each individual school.

**D. Summer Work/Extended School Year (ESY) – Special Services**

1. Child Study Members (CST) which include psychologists, learning disability teacher consultants, social workers, and speech language specialists and occupational therapists shall receive a per diem compensation of one two-hundredth (1/200th) for days worked during July and August. When employed during July and August, the work day shall be as stated in Article VIII, Section A, Paragraph 3.
2. Per Diem compensation will be fifty dollars (\$50.00) for one (1) hour (extended school year rate of pay) when the services are provided as a related service in a classroom setting (i.e. Speech Language Therapy, social skills, etc.)
3. CST members may be permitted to work up to three (3) days during the last two (2) weeks in August. Dates must be approved by the Assistant Superintendent of Pupil-Special Services or designee
4. CST Evaluation Case Management Procedures: The following procedures will be followed to complete CST evaluations and meetings within state mandated guidelines.
  - a. Determination of Need for Summer CST Cases:
    1. Each CST member will send the Assistant Superintendent of Pupil-Special Services or designee a list of all outstanding CST cases that may not be completed by the last day of school for students.
    2. This list is due by May 15<sup>th</sup> with updated lists provided each Friday until the Friday following the last day of school for the students/teachers
  - b. Distribution of ESY/Summer CST Case Management and Evaluations:
    1. The Assistant Superintendent of Pupil-Special Services or designee will send a notice to all CST members by May 1<sup>st</sup> as to their availability to work over the summer for evaluations, identification meetings and eligibility meetings. This information is to be given to the Assistant Superintendent of Pupil-Special Services or designee by May 15<sup>th</sup>
    2. Cases which are determined not to be completed by June 30, but which need completion prior to September 1, shall be completed according to Article VII, Section C, Paragraph 3.
    3. The Assistant Superintendent of Pupil-Special Services or designee will divide the cases evenly according to the CST members' availability and rotating seniority.:
    4. CST members can apply to work any number of days/weeks that they wish to work.
    5. Anyone willing to work 6 or more weeks over the summer will be given preference based on seniority

6. CST members working in the schools for the ESY Program and then going to the Education Center to work for three and one-quarter (3¼) hours, shall receive the per diem compensation stated in Article VII, Section D, Paragraph 2; and shall receive per diem compensation of one-half (1/2) of one two-hundredth (1/200th) for days worked during July and August.
7. If the CST member has not completed their work during the school year, barring any unforeseen circumstances, they may not be eligible for summer work.

**E. Summer Work – School Nurses/Athletic Trainers/Curriculum Resource Teachers**

1. All school nurses and athletic trainers who report for sports physicals shall be paid at the rate of forty (\$40) dollars per hour.
2. All school nurses who report to review immunization records, etc. for newly registered students shall be paid Forty dollars (\$40.00) per hour as assigned by the Superintendent or designee.
3. All Curriculum Resource Teachers shall be compensated with a stipend of \$1,000 for summer work, not to exceed 5 full work days or the equivalent of thirty five (35) hours, commencing two weeks prior to the start of school.

**ARTICLE VIII  
TEACHING HOURS/TEACHING LOADS**

**A. Teaching Hours**

1. Teachers shall indicate their presence by placing their initials in the appropriate column of the faculty sign-in roster. At the end of their work day, teachers need only to use the security swipe card system to indicate their departure.
2. The school work day shall consist of not more than seven (7) hours and fifteen (15) minutes, including a duty-free lunch period. At the elementary level, a teacher lunch period shall be 45 minutes in duration. Teachers will be required to report for duty fifteen (15) minutes before the late bell and shall be permitted to leave fifteen (15) minutes after student dismissal. At the elementary level, any teacher required to start their school day prior to 8:55 shall be compensated at the class coverage rate of pay. In the high schools and middle schools, when an eight (8) period schedule is in effect, teachers shall be required to report for duty ten (10) minutes before the late bell and shall be permitted to leave eight (8) minutes after student dismissal. Up to four (4) middle school teachers may opt to receive a flex schedule reporting for an assignment fifteen (15) minutes before the contractual start of the school day and leaving at student dismissal. The specific arrival and departure time for all teachers shall be designated by the school principal. The workload of an elementary teacher with a .5 assignment will be one-half (1/2) of the total instructional time of a full-time teacher. In addition, .5 elementary teachers will report fifteen (15) minutes before the start of their teaching assignment and will be permitted to leave fifteen (15) minutes after the completion of their teaching assignment.

3. The work day for school counselors, nurses, occupational therapists, psychologists, learning disability teacher consultants, and social workers will consist of not more than seven (7) hours and fifteen (15) minutes, shall be duty free and shall include a forty-five (45) minute duty-free lunch time and a fifteen (15) minute break to be scheduled during the work day. The starting and ending times shall be flexible.
4. The work day for speech language specialist will consist of not more than seven (7) hours and fifteen (15) minutes, and shall be duty free. However, Speech Language Specialists may be given an AM or PM Assignment (homeroom, bus or hall supervision) and shall have a forty-five (45) minute duty-free lunch time and a fifteen (15) minute break to be scheduled during the work day. The starting and ending times shall be flexible. A block of ninety (90) minutes each week within each speech language specialist schedule shall be designated for testing of students, makeup sessions with students, and/or non-student contact responsibilities associated with their assigned students.
5. All teachers with a homeroom or teaching assignment occurring at the start of the school day shall be in their respective rooms five (5) minutes before the late bell in the morning.
6. Except for emergency situations, teachers may be required to remain after the end of a work day or report back in the evening no more than the contracted number of meetings each month without additional compensation. Any teacher who is required to work beyond the school day more than the contracted number of meetings each month shall be compensated at the rate of twenty-five dollars (\$25.00) per hour. Except for emergencies, teachers shall not be required to attend after school meetings during the week of Back-to-School Night or Parent/Teacher Conference sessions. Required evening activities shall be limited to chaperone duty, Back-to-School Night, and Parent-Teacher Conference sessions.
7. Evening Parent-Teacher Conference Sessions/Back-to-School Night Programs
  - A. **Elementary Schools**
    1. The Back-to-School Program, which shall be scheduled during the fall semester, shall not exceed one (1) per year.
    2. Parent-Teacher Conferences sessions shall not exceed two (2) during the fall and two (2) during the spring semester and shall occur between 5:00 – 8:00 PM with a single session day. Elementary Teachers will be provided with release time during the normal work day in the event additional conference time is needed due to half-day kindergarten sessions and/or elementary platooning.
    3. Each evening conference session and Back-to-School Program shall count as one (1) of the required meetings per month. Elementary afternoon conferences do not count as one (1) of the monthly meetings.
    4. Teachers of the Gifted and Talented program will host one parent information session in lieu of attending Back to School night.
  - B. **Middle Schools**

1. The Back-to-School Program, which shall be scheduled during the fall semester, shall not exceed one (1) per year.
2. Parent-Teacher Conference sessions shall not exceed three (3) per year, two (2) during the fall semester, and one (1) during the spring semester. Conference sessions shall be no more than two (2) hours' duration per conference session. If only two (2) conference sessions are scheduled per year, each session may be scheduled for two and one-half (2.5) hours

C. **High Schools**

High School Back-to-School Program or traditional Parent-Teacher Conference sessions shall not exceed three (3) per year. A conference session may be scheduled up to two (2) hours in duration.

8. Each evening conference session and Back-to-School Program shall count as one (1) of the required meetings per month.
9. Traveling and part-time teachers will not be required to attend more than three (3) conference sessions and one (1) back-to-school night per year nor more than one (1) building per conference night. Notification of said schedule shall be given at the beginning of each school year by the teacher's supervisor.
10. Speech Language Specialists shall be excused from evening conferences and Back-to-School Nights. In lieu of attending conferences/Back-to-School Night, Speech Language Specialist shall work their normal work day as specified in Article VIII(A)(4).
11. School-level meetings shall be defined as faculty meetings, departmental meetings, in-service sessions, grade-level meetings, after-school team meetings, and PLC meetings. All faculty members are required to attend scheduled meetings. Head coaches will be excused only if there is an NJSIAA scheduled game or practice.
  - A. All meetings should commence no later than fifteen (15) minutes after student dismissal, except for joint meetings involving two (2) or more schools which will commence thirty (30) minutes after student dismissal and shall be one (1) hour sessions.
  - B. The number of meetings shall not exceed three (3) per month.
  - C. All three (3) meetings may be scheduled for up to one (1) hour.
  - D. All meetings shall be scheduled on Tuesday except in an emergency.
  - E. When two (2) meetings are scheduled on the same Tuesday, the principal/supervisor will notify staff as to which meeting they shall attend.
  - F. Any staff member excused from a scheduled meeting may be required to attend a make-up meeting on the Wednesday morning that follows the meeting.
  - G. An Association Representative may speak for the last ten minutes of any school level meeting with the exception of joint meetings, or meetings which are

comprised of breakout sessions, wherein the association representative may speak prior to any breakout session.

- H. Except in an emergency, notification of all meetings will be given forty-eight (48) hours in advance. The agenda for all meetings shall be given to the teachers at least twenty-four (24) hours prior to the meeting.
  - I. Teachers shall have the opportunity to suggest items for the agenda to the principal or through the Association Representative.
  - J. Professional Development hours shall be given for all PLC meetings, GCN Training and Staff Trainings.
12. A meeting, mandated by any department of the government of the State of New Jersey in order to impart knowledge and/or training as a condition of employment in a particular position, may be scheduled on any day and shall not count as one of the contracted monthly meetings if attendance at such meeting applies only to a segment of the staff in a building. However, if the entire staff is required to attend a state-mandated meeting, then said meeting shall be conducted in accordance with the provisions of Article VIII, Section A. Paragraph 11.b.
13. Assigned after-school and evening activity coverage will be compensated according to the following schedule:
- A. Any fraction of up to and including two (2) hours of service will earn credit for one (1) meeting.
  - B. More than two (2) hours and up to four (4) hours of service will earn credit for two (2) meetings.
  - C. In addition to the two (2) meetings credited for the first four (4) hours, service beyond four (4) hours will be compensated at the rate of twenty-five dollars (\$25.00) per hour for each year of this contract.
  - D. If at any time this assignment causes a teacher to go beyond the three (3) meetings per month limit, the teacher will be compensated at the rate of twenty-five dollars (\$25.00) per hour for each year of this contract.
  - E. Lengthy after-school and evening activities may be divided into two (2) hour rotating assignments. These provisions are not designed to increase the hours of student supervision beyond the normal work day. After-school activity assignments of high school teachers shall be limited to one (1) activity per school year with the exception of graduation. After-school assignments of middle and elementary school teachers shall be limited to one (1) activity per school year.
14. Teachers may be expected to attend staffings at the end of the school day, or by mutual agreement, prior to the start of a school day. Attendance beyond fifteen (15) minutes shall be compensated at the class coverage rate. In the middle school, every effort shall be made to schedule staffings during team meeting time.



15. Teachers who serve on a I&RS committee/Student Response Team (SRT) and who meet prior to or past the end of the regular school day, and whose assignment exceeds forty-five (45) minutes shall be compensated at the rate of twenty-five dollars (\$25.00).

## **B. Teaching Loads**

1. Consistent with this Agreement, the daily teaching load will be established by the school principal.
  - a. The daily preparation time for high school teachers shall be one (1) period of forty-five (45) consecutive minutes in a seven (7) period daily schedule, or two (2) periods of forty-three (43) consecutive minutes in an eight (8) period daily schedule. The daily preparation time for all high school English teachers and Advanced Placement teachers shall be two (2) periods of forty-five (45) consecutive minutes in a seven (7) period daily schedule, or three (3) periods of forty-three (43) consecutive minutes in an eight (8) period daily schedule for one-half of the school year. English and AP teachers shall have one-half year of hall duty.
  - b. At the middle school, the daily preparation time shall be one (1) period of forty-six (46) consecutive minutes in a seven (7) period daily schedule or the equivalent of two (2) classroom instructional periods in an eight (8) period daily schedule. Teachers who are assigned to a team shall receive one (1) additional preparation period per week, including on shortened weeks.
  - c. Every effort will be made to assign core subject teachers to a team.
  - d. Elementary teachers (including pre-school and Kindergarten) shall be assigned two hundred twenty-five (225) minutes' preparation planning time per week in usable blocks excluding recess time. No "block" can be less than thirty (30) minutes in length. Passing time will not be scheduled as part of the preparation period for elementary special subject teachers.
  - e. On shortened schedule days (i.e., early dismissal and delayed opening) elementary teachers, including pre-school and Kindergarten teachers, shall receive a thirty-minute (30) preparation period.
  - f. Preparation time will be used at the discretion of the teacher.
2. At the high school and middle school the normal teaching load will be five (5) teaching periods, plus one (1) additional AM/PM assignment. Per Article X, Item C, Paragraph 1, which will be rotated on an equitable basis not to exceed four (4) successive years at the high school or three (3) successive years at the middle school, plus one additional duty assignment. Every effort will be made to restrict the teaching schedule to two (2) subject areas and a maximum of three (3) teaching preparations. Any teacher who assumes more than three (3) teacher preparations shall be duty free. Where it is administratively possible, regular classroom teachers in the middle and high schools will not be required to change subject area teaching stations more than three (3) times during the school day.
3. Middle School Core Content Leader: Teachers of English or Math will teach two (2) classes per day. Teachers of Science or Social Studies will teach three (3) periods per

day. Major duties and responsibilities are subject to the terms and conditions of employment specified in the current contract.

4. Any staff member (excluding nurses and CST members) may be assigned homeroom, hallway monitoring and/or bus supervision.
5. In the event Block Scheduling is introduced, the total instructional minutes of the normal in-school work day may not exceed the total minutes of the current daily teaching load of five (5) periods. If a modified/flexible Block Scheduling is introduced, the total weekly instructional time in minutes necessary to implement said schedule may not exceed the total minutes of the teacher's teaching load of twenty-five (25) periods. Should any form of Block Scheduling be introduced, the Board and the Association agree to establish a committee to address necessary contract language.
6. For high school science teachers assigned laboratory courses scheduled for six (6) or seven (7) class meetings per week, the normal teaching load shall consist of four (4) class sections per day. On days when no laboratory period is scheduled, teachers may be assigned non-teaching duties within the science department or a library-related duty. These duties shall not include assignments for which compensation is ordinarily required (such as class coverage or supplemental instruction), and should not interfere with the teacher's ability to prepare and maintain laboratory materials, equipment, and supplies. If a science teacher assigned a reduced science schedule chooses to decline a second duty assignment, for each duty period refused, a four percent (4%) reduction in pay will be effected. That refusal will be reduced to writing and subject to the approval by the principal or designee.
7. In the event a qualified substitute/replacement is not available, the following provisions shall apply if teachers are assigned an additional (sixth) teaching period:
  - a. The teacher's salary shall be increased an additional eight thousand – two hundred dollars (\$8,200.00) annually or a pro-rated portion for teachers whose sixth-period teaching assignment is less than a full school year. This adjustment in salary shall take effect no later than the date on which full responsibility was assigned for planning and implementing the program related to the sixth period teaching assignment.
  - b. At the secondary level, a teacher shall be compensated an additional one-thousand six-hundred and forty dollars (\$1,640) annually for each class period in excess of twenty-five (25) periods a week, or for each additional period added to a full-time teacher's schedule which may be less than twenty-five (25) periods a week due to labs. This adjustment in salary shall take effect no later than the date on which full responsibility was assigned for planning and implementing the program related to the additional period teaching assignment (s).
  - c. The teacher shall retain a non-teaching duty assignment during the time that he/she is assigned to a sixth-period teaching schedule.
  - d. Recruitment procedures for a sixth-period assignment shall include "in-house posting" with volunteers sought from within the appropriate department/area of certification. In the event there are more volunteers than needed, the principal

shall determine assignments on a rotating basis. Assignments will be posted on the department level. Recruitment will be extended to all qualified teachers

8. Teachers may leave the building during their scheduled duty-free period, or lunch period, if no conference or previous commitment has been made. However, for safety concerns, teachers must personally notify the office that they will be out of the building.
9. The non-teaching duty assignment of a contracted part-time teacher shall be a fraction of a full-time teacher's duty assignment. Such fraction shall not exceed that proportion of full-time teaching load that the teacher's part-time teaching load represents.
10. A contracted part-time staff member whose work day ends prior to the end of the school day does not have to come back at the end of the school day to attend any staff meetings. Any part-time staff member whose work day ends at the end of the school day is required to attend the staff meetings.
11. Teachers who travel to two (2) or more schools in the same day shall be assigned a duty-free schedule on that day. However, they may be assigned a homeroom.
12. All elementary reading specialists may be assigned a duty.
13. The curriculum resource teachers will be assigned no teaching, or duty periods. If required to facilitate/conduct in-service sessions after the completion of the normal school day at the elementary school level, the curriculum resource teachers will be compensated in time equal to the time required to facilitate/conduct any in-service session. Compensatory time may only be taken upon approval of the principal.
14. The staff development trainer will be assigned no teaching or duty periods. If required to facilitate/conduct in-service sessions or staff development training sessions after the completion of the normal school day as stated in Article VIII, Section A, Paragraph 2, the staff development trainer will be compensated in time equal to the time required to facilitate/conduct any in-service session, or staff development training session. Compensatory time may only be taken upon approval of the Supervisor—Staff Development.
15. Mentor Teacher/Provisional Teacher.
  - a. No teacher shall serve as a mentor to more than one (1) provisional teacher at a time.
  - b. The Board shall provide training for all mentor teachers before the start of their assignments. All new Mentor Teachers must attend required training sessions before this assignment. The Board shall pay all costs connected with the training.
  - c. No mentor teacher shall evaluate the performance of a provisional teacher.
  - d. All mentor teachers shall be compensated at the rate of five hundred fifty dollars (\$550.00) per school year.
16. In the event that certified substitutes cannot be hired for extended absences of child study team members, cases may be assigned in accordance with Article VII, Section B, Paragraph 5

17. In the event that certified substitutes cannot be hired for extended absences of a speech-language specialist, any caseload assignments will be compensated at a rate in accordance with Article XXXI, Section I, Paragraph 8.
18. Middle School Team Coordinators will be compensated at the rate of one thousand (\$1,000) dollars per year. Major duties and responsibilities are subject to the terms and conditions of employment as specified in the current contract.
19. The ESL teacher(s) at the high schools and middle schools responsible for testing shall be compensated one thousand five hundred dollars (\$1,500.00) for the school year, and be assigned a full duty normally assigned a teacher except a duty will not be assigned during ESL testing. The elementary ESL teacher will be compensated at an hourly rate of twenty-five dollars (\$25.00) per hour to complete testing and/or related responsibilities.
20. Consultation time for special education teachers and regular education teachers will be provided.
21. Release time from duties on the secondary level and during elementary in-class support classes for the preparation of IEP's and Alternate Proficiency Assessment (APA) shall be provided after consultation with the principal.

**Article IX  
CLASS SIZE**

Every effort will be made to keep class size to a minimum and to distribute the departmental teaching load in a fair and equitable manner. Concerns regarding scheduling or teaching load inequities should be addressed to both the supervisor/principal and the Association.

**Article X  
NON-TEACHING DUTIES**

**A. Intent**

The Board agrees that a teacher's primary responsibility is to teach. Therefore, the Board will, within reasonable limits, relieve teachers of non-teaching duties which can better be performed by clerical or non-professional personnel.

**B. Definition of a Duty - Secondary**

A duty is an assignment by a principal (or designee) of a classroom teacher to a non-teaching role. Characteristic of a duty is that it is non-voluntary, with required attendance in a specific room or location, and does not involve pupil instruction. Generally, the duration or length of such duty is approximately equivalent to one (1) class period, with certain exceptions that are previously recognized (e.g. lunch duty). In an effort to clarify terms and their usage, the Agreement specifies the following as duties:

1. Duties that are equivalent to a class/instructional period (to be limited to one (1) per day):

- a. Lunch Duty (this is less than a period historically because lunch for pupils is less than a class period)
  - b. Hall Duty (specified/fixed location)
  - c. In-House Suspension/Student Resource Center (or equivalent)
  - d. Study Hall (middle/high school)
  - e. Team Meetings (middle school)
  - f. Lavatory Monitoring Duty (middle/high school)
  - g. Any other duty assigned by the principal or his/her designee.
2. Duties may be assigned for a quintile, quarter, semester, or a school year.
  3. Every effort will be made to rotate duty assignments to ensure equity. It is urged that assignments should be rotated annually, with a maximum of three (3) consecutive years of service in any one (1) role/capacity.

**C. Definition of a AM/PM Assignment - Elementary / Secondary**

1. An assignment is the scheduling by a principal (or designee) of a classroom teacher to a non-teaching role. Characteristic of an assignment is that it is non-voluntary, with required attendance in a specific room or location, and does not involve pupil instruction. The length of such assignment shall not exceed 15 consecutive minutes. In an effort to clarify terms and their usage, the Agreement specifies the following as AM/PM assignments:
  - a. Bus supervision
  - b. Hallway monitoring
  - c. Homeroom (Board approved school hours)
  - d. Crowd control
2. Assignments may be assigned for a quintile, quarter, semester, or a school year
3. Every effort will be made to rotate assignments to ensure equity. It is urged that assignments should be rotated annually, with a maximum of three (3) consecutive years of service in any one (1) role/capacity.

**D. Application**

1. Every effort will be made to reduce the number of non-teaching duties, including clerical tasks, collecting money from students, and other chores of a non-professional nature.
2. Teachers shall not be required to drive students to activities away from school. Teachers may volunteer but must obtain prior written approval of the building principal. Compensation will be provided at the maximum mileage rate per mile permitted under the Internal Revenue Service rules for business use of automobiles. The Board will comply with the provisions of **N.J.S.A. 18A:16-6** regarding the indemnity of its teachers against civil actions.

**ARTICLE XI  
TEACHER EMPLOYMENT**

**A. Notification of Contract**

1. Teachers presently employed shall receive notification of their contract by May 15 of each year.
2. The contract for newly hired teachers shall clearly differentiate between long-term substitute and regular employment status.

**B. Previous Sick Leave Notification**

All newly hired teachers shall be granted credits for accumulated sick up to a maximum of thirty (30) days. This language is contingent upon newly hired teachers having been employed in the previous year.

**C. Notification of Resignation**

Teachers shall not resign without giving at least sixty (60) days written notice. All teachers who resign or retire shall be entitled to an exit interview upon request.

**ARTICLE XII  
TEACHER ASSIGNMENT**

**A. Notification of Assignment**

1. To the extent possible all teachers will be informed of their tentative teaching assignments including Building location / grade level and courses to be taught for the forthcoming year by June 1 of the current school year.
2. In the event that changes in teaching assignments take place after the close of the school year, teachers will be immediately notified by mail of such changes.
3. Within ten (10) days of receipt of notification, the teacher may request a conference with the administrator to review the schedule. The teacher, at his or her option and upon notifying the administrator may have a representative of the Association present at the conference. The conference will be arranged at a time most convenient to all parties involved. If the teacher fails to initiate a request for a conference within the ten (10) day period following notification, the matter shall not be subject to the grievance procedure.

**B. Traveling Teachers**

Teachers who are assigned to more than one (1) school shall be given a minimum of forty (40) minutes or the equivalent of one (1) instructional period for inter-school travel time, except for travel within the James Madison Complex. Those teachers who may be required to use their own automobile in the performance of their duties shall be reimbursed at the maximum mileage rate permitted under NJ statute.

**ARTICLE XIII  
TRANSFERS AND RESIGNATIONS**

**A. Notification of Vacancies**

By April 30 of each year, the Superintendent shall make available to the Association and through district e-mail and online recruitment system to all staff a list of the known vacancies which shall occur during the following school year. As vacancies occur during the school year, said notification and posting will be made.

**B. *Filing Requests***

Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, shall file a written statement of such desire with the Superintendent not later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred in order of preference. Preference will be given to those within the district. Prior to the start of the next school year, teachers shall be given an e-mail notification of the receipt of a request for a voluntary transfer.

**C. *Involuntary Transfers***

1. Teachers being recommended for involuntary transfer will receive written notification of same from the Superintendent by June 1. The teacher shall be notified prior to final action by the Board.
2. Any teacher receiving notice of a recommendation for involuntary transfer shall be entitled to a meeting with his/her principal and supervisor recommending such transfer prior to final Board action. The purpose of the meeting will be to discuss the reasons for the transfer.
3. Teachers who are involuntarily transferred shall receive written notification of the Board's action.
4. These guidelines may be waived in emergencies or unanticipated staffing needs such as resignations, enrollment changes, etc. However the transferred teacher shall be entitled to a meeting as specified in Article XIII, Item C, Paragraph 2 above, upon request.

**D. *Transferred Teachers***

Transferred teachers will have all personal equipment and teaching materials delivered to the new teaching site assigned. Said teachers must have personal equipment and teaching materials appropriately organized and packed for delivery. In addition, teachers shall be given the opportunity to visit the school to which they have been assigned for a minimum of ½ release days.

**ARTICLE XIV  
PROMOTIONS AND VACANCIES**

**A. *Positions and Procedures***

Promotional positions are defined as positions paying a salary differential and/or positions on the administrative-supervisory/teacher levels of responsibility. Vacancies shall be defined as all open and newly created positions. All vacancies, including those programs funded by the Federal Government, (i.e. grant funded positions) shall be adequately publicized in accordance with the following procedure:

1. To the extent possible, notice of new positions or vacancies shall be posted on the District Website and/or District E-mail System as far in advance as practical, but not less than seven (7) days before the final date when applications must be submitted when school is in session and for not less than ten (10) working days during July & August. Teachers who desire to apply for any vacancy shall submit their applications via the online application system and/or as specified in the posting within the limit specified on the posting.

**B. *Criteria for Notice***

As set forth in Section A above, qualifications for the position, its duties, and rate of compensation (if available) 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.

**C. *Application Procedures***

All qualified teachers shall be given adequate opportunity to make application, and no positions shall be filled until all properly submitted applications have been considered. All applicants that apply via the online application system will receive e-mail confirmation of receipt of their application within five (5) working days of the receipt of the application. The Board agrees to give due consideration to the background and attainments of all applicants and other relevant factors. All appointees shall be listed in the Board of Education minutes.

**D. *Appointment Procedures***

Subject to, and consistent with the language of this Agreement, the final determination as to the filling of any vacancy shall remain in the discretion of the Board.

**E. *Resulting Transfers***

Notwithstanding the aforementioned provisions, classroom teacher positions shall be posted for a minimum of seven (7) days and resulting transfers may be effective at the next appropriate scheduled break but in no event later than the following September.

**F. *Emergency Posting***

In the event that a position needs to be filled in an emergency situation, the following procedures should be followed.

1. The position will be posted in-house using the e-mail system, paper posting, and/or online application system for a minimum of two (2) working days. Specific deadline dates for receipt of the application or letter will be noted.
2. Personnel applying for the position must apply for the said position as outlined in the posting (ex. In writing, online, etc) All applicants applying via the online application system will receive e-mail confirmation of their application within five (5) working days of receipt of the application.
3. In the event that the position cannot be filled, this posting will be district-wide. Timelines should be adjusted accordingly.
4. Examples of such positions to include, but not limited to:
  - a. 6th period teaching assignments
  - b. Supplemental instruction



- c. Home instruction
- d. Preparation and review classes for NJ State testing
- e. Co-curricular assignments
- f. Technology Distribution Coordinator and Technology Maintenance Coordinator
- g. After-school detention

**ARTICLE XV  
ADULT AND SUMMER SCHOOL, SUMMER WORKSHOPS,  
HOME INSTRUCTION, SUPPLEMENTAL INSTRUCTION  
AND FEDERAL PROGRAMS**

**A. Posting**

All openings for positions in the adult school, summer school, Saturday enrichment courses, home instruction, Home Applied Behavior Analysis Provider, and federal, state, and privately funded projects shall be publicized in accordance with procedures as set forth in this Agreement. Summer teaching and curriculum openings shall be publicized not later than the preceding May 1 and adult school openings not later than September 15. Teachers applying for adult school positions shall be notified of the action taken not later than October 15. Saturday enrichment course openings shall be publicized by November 1. Home instruction openings will be publicized as they occur. All applicants will receive e-mail confirmation within five (5) days of receipt of their applications.

**B. Compensation**

The rate of compensation for Home Instruction shall be forty dollars (\$40.00) per hour. The rate of compensation for Summer School shall be forty-four dollars (\$44.00) per hour for the 2017-2018 and 2018-2019 school year; for the 2019-2020 contract year the rate of compensation for summer school shall be forty-seven (\$47) per hour. The rate of compensation for an extended school year shall be fifty (\$50) dollars per hour (6A:14-4.3) for teachers and speech language specialists. The rate of compensation for individuals performing ABA services after school shall be fifty (\$50) dollars per hour. Services will be provided in consultation with the district's ABA Program Coordinator.

**C. Stipends**

1. All curriculum revisions and other special projects (e.g. Report Cards, District interdisciplinary units, textbook selection, attendance procedures, midterm and final exams, etc.) will be paid at an hourly rate of thirty dollars (\$30.00). All postings will include the hourly rate and hours allocated for the project. Supervisors will be responsible for estimating the time needed for completion of the project.
2. Persons selected for Saturday morning detention supervision will be compensated at the rate of one hundred twenty-five dollars (\$125.00) per five (5) hour Saturday Session/four (4) hours of pupil contact time.
3. Teachers who agree to conduct approved in-service workshops shall be compensated as follows:

- a. Fifty (\$50) dollars for each in-service hour taught.
  - b. Reading Specialists shall not receive additional compensation for conducting workshops in schools to which they are assigned.
  - c. Professional Development hours will be awarded for each hour taught, as well as for preparation hours.
4. The stipend for teachers in the Adult and Continuing Education Program shall be thirty-five dollars (\$35.00) per hour for each year of this contract. This shall apply only to courses in which adult learners are enrolled.
5. Teachers assigned to perform supplemental/supplementary instruction shall be compensated as follows:
  - a. Thirty dollars (\$30.00) per period for one (1) student.
  - b. Thirty-seven dollars (\$37.00) per period for two (2) students.
  - c. Forty dollars (\$40.00) per period for three (3) to five (5) students.
6. Teachers assigned to conduct NJ State mandated tests/SAT preparation classes shall be compensated as follows:
  - a. Fifty dollars (\$50.00) per class period.
  - b. If the total number of students exceeds twenty (20), a new section will be formed.
  - c. The class will meet two (2) times a week for a period of eight (8) weeks or sixteen (16) sessions.
  - d. Teachers conducting after-school NJ State mandated tests/SAT prep review will be compensated thirty-five (\$35) dollars per forty-five (45) minute session.
7. Teachers participating in the district initiated Camp Bernie program shall receive a stipend of three hundred dollars (\$300.00).
8. Translators shall be paid Forty (\$40) per hour.
9. Teachers participating in the district-sponsored Literacy Academy before and/or after school shall be compensated at the rate of thirty-five dollars (\$35) per 45-minute session.

**D. *State and Federal Programs***

The Board shall make available to the Association a list of all State and Federal Grant programs applicable to this school district, along with a list of positions needed to implement these programs.

**ARTICLE XVI  
TEACHER EVALUATIONS**

**A. Teachers shall be evaluated consistent with applicable state statute and regulation (Current references are P.L. 2012, c. 26 and N.J.A.C. 6A:10) and shall adhere to the following guidelines:**

1. A pre-conference, when required, shall occur within seven work days prior to the observation, not including the day of the observation. Since lesson sequencing and components may vary based on the needs of the students, teaching staff members will not be penalized for adjusting the lessons to meet student needs. At least one observation should be announced and a pre-conference shall occur.
2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, telephone or other video recording, computers, and any other electronic surveillance devices is strictly prohibited.
3. Observation reports shall be individual in nature and shall not mention other staff members by name.
4. Teachers in an inclusion, team or collaborative setting shall be observed individually. If needed, observations may evaluate the way the team works together. In such cases, the observation shall not mention staff members by name.
5. No teacher member of the School Improvement Panel (SciP), no other teaching staff member unless hired as a certificated supervisor or administrator in the district, nor any non-certificated staff member shall be permitted to evaluate, contribute to the evaluation of, or participate in the evaluation in any way (such as data collection and/or informal feedback) of any other certificated or non-certificated staff member.
6. Forms used for observation reports and annual written performance reports shall be only those that are developed in cooperation with and agreed upon by the Association and approved by the Administration.
7. Walkthroughs and observations of less than 20 minutes shall be non-evaluative. Feedback will be provided in a timely manner.
8. Training on the teacher evaluation model shall be provided to all new staff members as outlined in Article VII, Section B, Paragraph 3b

**B. *Observation Reports***

1. Each required observation shall be shared with the employee within 10 working days and shall be discussed at the post-observation conference.
2. In scheduling conferences, the evaluator shall take into account teacher preferences. Such conferences may be held during teacher preparation periods. If a representative is present at a conference, it is in the role of witness and observer. He/she is expected to reserve any remarks, comments, and/or suggestions until a time provided at the end of the conference. A representative may attend only those conferences which a teacher reasonably believes may result in discipline.

3. An employee shall be given a copy of any observation, evaluation and annual summative report prepared by his/her evaluator(s) five working days before any conference. For administrators who are present in a building only one day per week, observation, evaluation, and annual summative reports shall be provided to the employee a minimum of three (3) working days in advance. No such report shall be finalized or submitted to the central office, placed in the employee's file, electronically finalized, or otherwise acted upon until after the post-observation conference with the employee has occurred.
4. An employee has five working days to sign an evaluation report. No employee shall be required to sign a blank or incomplete evaluation form. An employee's signature on a completed evaluation indicated only that an employee has reviewed a copy of the evaluation, not that the employee is in agreement with any or all of the findings of the evaluation.
5. An employee has five working days to sign an evaluation report. No employee shall be required to sign a blank or incomplete evaluation form. An employee's signature on a completed evaluation indicates only that an employee has reviewed a copy of the evaluation, not that the employee is in agreement with any or all of the findings of the evaluation.
6. Each employee shall have the right to attach a written statement of rebuttal/response to all evaluations within 10 working days of the post-conference. Such responses shall be attached to and remain with the evaluation, whether stored physically or electronically.

### **C. *Summative Evaluation Reports***

1. Summative Evaluation reports must be delivered by hard copy or in electronic form to teachers no later than June 1. The report shall not be placed in the teacher's file, or otherwise acted upon, without a prior conference with the teacher.
2. Summative Evaluation Reports shall be based upon a compilation of classroom observations and other written documentation by all supervisory personnel who come into contact with the teacher. The Principal/Assistant Principal/Supervisor, responsible for the staff member's Summative Evaluation Report, must be known to the teacher and shall have formally observed that staff member, and shall have written at least one (1) Classroom Observation Report. The Final Summative Evaluation shall not contain any material unless it has been brought to the attention of the teacher.
3. The Final Summative Evaluation shall include but not be limited to:
  - a. Performance areas of strength;
  - b. Performance areas needing improvement based upon the job description;
  - c. A summary of available indicators of pupil progress including but not limited to Student Growth Objectives (SGO), Student Growth Percentiles (SGP) and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member;

- d. Any performance data which may not be available at the time of the preparation of the Final Summative Evaluation (i.e., SGPs), shall be included upon receipt of said data.
4. An annual summary conference, which may require one (1) or more meetings, shall be scheduled by the evaluator for the purpose of reviewing the teacher's written performance report and developing a professional development plan. In scheduling conferences, the evaluator shall take into account teacher preferences. Such conferences may be held during teacher preparation periods. If a representative is present at a conference, it is in the role of witness and observer. He/she is expected to reserve any remarks, comments, and/or suggestions until a time provided at the end of the conference. A representative may attend only those conferences which a teacher reasonably believes may result in discipline.
5. The teacher has five (5) working days to sign the Final Evaluative Summary. Such signature indicates receipt of the report only.
6. The teacher has ten (10) working days after signing the Final Evaluative Summary to add additional performance data and/or file an addendum.

**D. Professional Development Plan (PDP)**

1. The Individual Professional Development Plan (PDP) shall be developed by the teaching staff member and a certified district administrator.
2. The PDP shall be considered a living document. The employee shall have the right to modify the plans, goals, and activities listed throughout the calendar year to meet his/her emerging goals, amending the plan in collaboration with his/her immediate certified administrator, any changes to PDPs must be approved by a certified district administrator.
3. The individual Professional Development Plan shall require no more than the minimum required 20 hours of professional development a year.
4. The PDP shall include no more than three goals, such as a professional practice goal, school goal, and/or district goal.
5. Every effort will be made to ensure that any professional development required of any school staff member – whether through a PDP or Corrective Action Plan (CAP) –be provided during the regularly scheduled work year and work day.
6. Any professional development activity or experience required by the district or district administration shall be fully funded by the district, including payment of associated fees or expenses.
7. The PDP form shall be mutually agreed upon between the Association and the Board of Education.

**E. State Corrective Action Plan (CAP) / District Initiated Action Plan**

1. A building association representative shall be advised of a State Corrective Action Plan or a District Initiated Action Plan for an employee and, at the employee's request, may be present at any meetings where such plan shall be presented and/or discussed.
2. Any State Corrective Action Plan/District Initiated Action Plan shall be developed to address the deficiency or deficiencies which led to an "ineffective" or "partially effective" annual summative rating by the individual's certified administrator. The staff member may offer suggestions as to how to meet the goals of the Action Plan.
3. Corrective Action Plans shall be initiated and administered as outlined in NJAC 6A:10-2.5.
4. No School Improvement Panel teacher member shall be advised of the identity of any staff member on a corrective action plan, nor will be involved in creating or meeting another staff member's Corrective Action Plan. SCIP Panel members are governed by NJSA 6A:10-3.1 & 3.2.

#### **F. *Personnel Files***

A teacher shall have the right, upon request, to review personally the contents of his/her personal file in the presence of the Superintendent or his/her designee. No material derogatory to a teacher's conduct, service, character, or personality, shall be placed in his/her personal file unless the teacher has had an opportunity to review the material. At least once every year a teacher shall have the right to indicate those documents and/or retain. Said documents shall be reviewed by the Superintendent or designee and, at the discretion of the Superintendent, they shall be either destroyed or retained. The teacher shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy. The teacher shall also have the right to reproduce and retain photocopies of any or all materials in his/her personal file. The cost of such copies shall be borne by the teacher.

#### **G. *Complaints Against Teachers***

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given the opportunity to respond to and/or rebut any such complaint.

#### **H. *Teacher Self-Directed Inquiry Program***

1. The Teacher Self-Directed Inquiry program (TSDI) has been in effect commencing September 2001.
2. Teachers may volunteer to participate in TSDI. Choice of model or project is voluntary.
3. The teacher may withdraw from TSDI at any time.
4. A teacher shall not be held responsible if his or her model or project is unsuccessful.
5. Any tenured teacher may participate in TSDI.

**ARTICLE XVII  
INSTRUCTIONAL DUTIES OF TEACHERS**

- A. **Curriculum**  
All teachers shall carry out the requirements of the approved curriculum.
- B. **Conferences**  
Teachers shall be responsible for participating in conferences with teaching and supervisory personnel for purposes of evaluating instructional progress and planning new programs and instructional techniques.
- C. **Record Keeping**  
Teachers shall keep an accurate record of grades and attendance of their pupils.
- D. **Subscriptions and Solicitations**  
Teachers shall not allow a subscription or solicitation of any kind to be taken without consulting the school principal who shall have the approval of the Superintendent and the Board of Education.
- E. **Textbooks, Supplies, and Equipment**  
Teachers shall be responsible for all textbooks, educational supplies, and equipment belonging to their rooms. They shall keep an accurate record of the distribution of textbooks among their pupils, noting the condition of the textbook when loaned and when returned. A book lost or damaged to an unusual degree shall be replaced or paid for by the pupil. Teachers shall be responsible to the principal for reporting the loss or damage and shall assist in the collection of money due if requested by the principal.
- F. **Use of Class Time**  
Teachers shall not prepare report cards or lesson plans during class time.

**ARTICLE XVIII  
TEACHERS FACILITIES**

The Board will make every effort to provide the following facilities in each school:

- A. Adequate storage space;
- B. Work areas including equipment, updated software packages, and duplicating equipment;
- C. A faculty lounge, including a phone and a computer.
- D. An adult-sized desk and adult-sized chair in each classroom and a filing cabinet for each teacher;
- E. Adequate restrooms, separate from the students' restrooms;
- F. A separate dining area;

- G. Adequate parking facilities;
- H. Suitable space for each teacher to store garments and personal articles;
- I. Properly heated and ventilated classrooms, labs, gymnasiums, shops, and work areas.

**ARTICLE XIX  
CURRICULUM COORDINATION COMMITTEE**

**A. District-Wide Curriculum Coordinating Committee**

1. The Superintendent shall organize district-wide curriculum coordinating committees, arranged as an elementary committee and a secondary committee, to stimulate interest and awareness of curriculum problems and needs, to facilitate communication, and to provide direction and coordination among the various schools and system-wide groups engaged in curriculum study. There shall be appropriate representation on all committees from classroom teachers.
2. Membership on each committee shall include personnel from each educational level as appropriate for the committee (elementary, middle, and high schools) and from every type of position within the organizational hierarchy (teacher, supervisor, administrator, special service personnel).
3. The committee shall meet a minimum of two (2) times per school year.
4. Criteria for the selection to this committee shall give emphasis to the kind of personnel resources needed to complete the assigned tasks, training level, teaching experience and interest in doing such work. Committee membership shall be for a definite period of time with staggered appointments to provide for continuity in the committee. Committee selections shall be made by the Association President and the Superintendent, designee.
5. Committee members shall have the opportunity to submit items for the next meeting agenda.
6. Committee members shall be entitled to automatically be seated as a member of their School-Wide Curriculum Coordinating Committee. Participation at the school level shall be at their discretion.
7. District CCC minutes shall be distributed to all employees via district e-mail within 3 school days of the monthly meeting.

**B. School-Wide Curriculum Coordinating Committee**

1. The principal of each school shall organize, with input from the Association Representative, a curriculum coordinating committee.
  - a. Beginning no later than October, this committee shall meet on a monthly basis. The building meeting shall occur prior to the district-wide CCC meeting. This



committee shall focus its attention on problems related to curriculum and instruction, administrative and organizational policies, and local school problems, and may make recommendations in writing to the building principal for his/her response.

- b. Problems and/or issues affecting district-wide policy shall be referred for consideration by the district-wide curriculum coordinating committee.
2. Membership on this committee shall include personnel from the various professional positions within the organizational structure of the school (administrators, teachers, media specialists, etc.) Provision shall be made for both appointed and elected representation by regular classroom teachers.
3. Criteria for selection to this committee and term of appointment shall be in accordance with the provisions of Section A, paragraph 3, of this Article.
4. School-wide CCC minutes shall be distributed to all school-based employees via district e-mail within 3 school days of the monthly meeting.

## **ARTICLE XX LEAVES OF ABSENCE**

### **A. Sick Leave**

1. Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such disease in his/her immediate household.
2. Personnel shall be allowed ten (10) days of sick leave in any school year without loss of pay (**N.J.S.A. 18A:30-2**). School counselors, psychologists, learning disability teacher consultants, social workers, and speech language specialists hired prior to 7/1/05 shall receive eleven (11) sick days per year. School counselors, psychologists, learning disability teacher consultants, social workers, special education transition specialists, behavior specialists, occupational therapists and speech language specialists hired on or after 7/1/05 shall receive ten (10) sick days per year. All days of sick leave not utilized shall be accumulative. (**N.J.S.A. 18A:30-3**).
3. When the employee has used all of his/her sick leave days, the employee may then request the Board to pay such employee such day's salary less the pay of a substitute in accordance with the provisions of **N.J.S.A. 18A:30-6**. The decision as to whether such request will be granted and the extent of any such grant shall be at the sole discretion of the Board.
4. Effective July 1, 2015, a sick bank shall be put into place with the language and rules determined by a committee composed of an equal number of Board and Association appointees.
  - a. The purpose of the sick bank is to enable an active member of the sick bank to draw, as needed, accrued sick leave days previously donated voluntarily by the

employees of the Board for the purpose of covering employees with catastrophic/debilitating injuries or illness after they have exhausted all of their accumulated leave.

- b. The provisions of the Sick Leave Bank will be governed by **N.J.S.A 18A:30-10** and **N.J.S.A 18A:30-11**
  - c. Sick Bank language will be placed on the District Website at the ETEA Website.
5. It shall be the obligation of the teacher to certify that the absence resulted from personal illness (**N.J.S.A. 18A:30-4**). Upon request, the teacher shall present a physician's statement of illness to the Superintendent or designee.
  6. Personnel who will be absent shall notify the District Absentee Service (AESOP or current service) early enough to facilitate the selection of a suitable substitute teacher. If notification of an absence occurs after 6:00 a.m. at the high school, 6:30 a.m. at the middle school, or 7:00 a.m. at the elementary school or the Education Center, personnel will contact their assigned building.
  7. Teachers will be given a written accounting of accumulated sick and personal leave days on their payroll stub.
  8. Teachers who retire from the TPAF or pass away after having completed ten (10) years of service in Edison will receive payment for sick days accumulated in Edison. Payment for unused accumulated sick leave will be for one hundred percent (100%) of eligible days at the rate of forty (\$40) dollars per day for the 2017-18 and 2018-19 school year; for the 2019-20 school year the accumulated sick leave will be paid out at the rate of fifty (\$50) dollars per day, up to the maximum allowable as per state statute (**18A:30-3.5**) and, if permitted by law, payable to his/her estate.
  9. Sick leave payout for a non-voluntary reduction in force could be held for 2 years, as determined by the employee. An employee who voluntarily leaves receives no payout.

## **B. *Personal Leave***

1. Personnel may be absent from school duties for up to five (5) personal days, per school year, without loss of pay. No reason is needed. Formal notification to the teacher's principal or other immediate supervisor for personal leave should be made at least two (2) to five (5) days before taking such leave. Payment for personal absences beyond the five (5) listed above will be calculated at the daily rate of pay of one two hundredth (1/200th) of teacher salary less the cost of a substitute, which shall be calculated at the lowest daily certificated substitute rate (**N.J.S.A. 18A:30-6**). All such pay considerations must be approved in writing by the Superintendent or designee. Unauthorized personal absences shall be without pay. Any denial of a personal day shall be made in writing setting forth the reason(s) for said denial.
2. Personal Days:
  - a. Employees shall be entitled to 3 personal days each school year. Employee's will no longer be entitled to family illness days

- b. Any Accrued and existing family illness days will be converted to personal days, retroactively effective to September 01, 2017, as follows:
  - i. Up to 10 Family illness days shall be converted to personal days (i.e., 1 family illness day becomes 1 personal day);
  - ii. Up to ½ of accrued and existing family illness days in excess of 10 will be converted to personal days (i.e., Employee A has 20 accrued family illness days. The first 10 days are converted to personal days. The remaining 10 days are converted to 5 personal days)
  - iii. Any family illness day not eligible to be converted to personal days shall be converted to sick days (i.e., Employee A has 20 accrued family illness days. The first 10 days are converted to personal days. The remaining 10 days are converted to 5 personal days and 5 sick days).
  - iv. At the discretion of the teacher, family illness days may be converted to sick days in excess of the formula listed above, however the conversion of family illness days to personal days may not deviate from the formula listed above. Sick days may not be converted back to personal days.
- c. Employees are prohibited from using more than 5 personal days during any school year.
- d. Consistent with New Jersey Law, employees are prohibited from carrying more than 15 sick days from one school year to the next. Therefore, in the event the above-referenced conversion creates a situation where an employee accrues more than 15 sick days during the 2017-2018 school year, all sick days beyond 15 will be banked.
- e. All unused personal days shall carry over from year to year and are accumulative.
- f. At the discretion of the employee, unused Personal Days may be converted to sick days and added to the employees 'accumulated sick leave, subject to and consistent with New Jersey State Law and Administrative Code. Once an employee makes the foregoing conversion, such sick days cannot be converted back to personal days.

### **C. Bereavement Leave**

- 1. Teachers 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, spouse, domestic partner, fiancée, child, or sibling. A domestic partner is defined as a person of the same sex with whom a person has entered into a domestic partnership and received a Certificate of Domestic Partnership from the State of New Jersey or a valid certification from another jurisdiction that recognizes same sex domestic partners, civil unions, or similar same sex relationships. Teachers may carry one (1) day of a five-day bereavement leave for up to one (1) year.

2. Teachers 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, parent-in-law, grandparent-in-law, sibling-in-law, daughter-in-law, or son-in-law.
3. Teachers may be absent from school without loss of pay for a period of one (1) day due to the death of a near relative. A near relative shall be defined as an uncle, aunt, niece, nephew, or first cousin.
4. In the event of the death of a current or former staff member, or student in the Edison Township School System, the principal or immediate supervisor of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.
5. Any bereavement leave shall be taken within fourteen (14) days of the death of the relative.
6. The superintendent may grant exceptions to these bereavement guidelines.

**D. *Observation Absence***

1. Teaching personnel, with prior approval of the Superintendent or designee shall be permitted a maximum of two (2) professional days absence from school duties without loss of pay for the purpose of visiting and observing teaching methods in another school, or to attend meetings or conferences of an educational or professional nature.
2. Following the observation, or meeting, a written report shall be submitted to the Superintendent.

**E. *Disability Leave***

1. Leave for Temporary Disability –
  - a. a. The Board shall grant an unpaid leave of absence of up to one (1) year to any tenured teacher who is temporarily unable to perform his/her 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 teacher's physician confirming the existence of the disabling condition and indicating the probable duration of the period of disability. For pregnancy, unless a specific medical condition exists, the postpartum disability period for maternity shall not exceed six (6) calendar weeks.
  - c. Where a teacher 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 the teacher 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 a statement, the teacher gives evidence of inability to perform 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 teacher may request leave in advance of the anticipated date so that a qualified substitute can be selected.

- d. For the purposes of this Article, “temporary disability” will mean from the date that unpaid family or medical leave begins. District provided medical, dental, and prescription benefits will terminate upon conclusion of paid sick leave and unpaid Family Leave (if eligible). Thereafter, all affected employees will be eligible to continue benefits under COBRA. No COBRA reimbursements will be made.
  - e. In case of hardship, as determined by the Board, the Board shall grant three (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.
  - f. 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 (per state guidelines) while receiving a district-provided medical benefit.
  - g. A teacher returning from disability leave shall file with the Superintendent or designee a certificate from his/her physician certifying his/her fitness to resume assigned duties.
  - h. 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 the leave.
2. Leave for Temporary Disability—Non-Tenured Teachers

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

3. Child Care Leave

- a. The Board of Education shall grant to any tenured teacher, male or female, an unpaid leave of absence to provide necessary care for his/her infant child, natural or adopted, who is no more than six (6) months of age at the time such leave is requested.
  - i. The Board shall grant upon receipt of a written request a Child Care Leave to extend up to the end of the tenured teacher’s contract or school year, whichever is applicable. Said written request for “Child Care Leave” shall be made as soon as possible but not less than 60 days prior to commencement (see below)
  - ii. Child Care leaves shall end on the last day of the marking period or the last day of the school year in the case of the last marking period; this

does not apply to non-teaching positions that are not marking period dependent.

- b. Teachers on child care leave shall be entitled to no benefits while on such leave except as may be required by law. Current law (Family Leave) allows a twelve (12) calendar week extension of medical benefits at no cost to the employee except for any state-mandated contributions. A teacher on child care leave who wishes to continue health insurance coverage, beyond the twelve (12) week extension, may purchase any or all available coverage by paying to the Board the group premium rates which the Board is charged.
  - c. "Child Care Leave" shall be extended, if requested by a tenured teacher, for one (1) additional school year if said leave was initially requested to commence during any prior school year.
  - d. Any teacher with tenure status adopting an infant preschool child shall receive a leave which shall commence upon receiving actual custody of said child or earlier if necessary to fulfill the requirements for adoption. Such leave may extend for the remainder of the school year and if requested, for one (1) additional school year. No teacher on adopted infant child leave shall, on the basis of said leave be denied the opportunity to substitute in the Edison Township Schools in the area of said teacher's certification or competence. Where possible, adequate notice shall be given prior to the commencement of the leave.
  - e. Employees on leave under this article shall notify the Board in writing no later than April 1st of the last year of their leave of their intent to return or not return to the district.
4. Notice for the commencement of child care leave shall not be less than sixty (60) days, shall be forwarded to the teacher's immediate superior and shall include the commencement and termination dates for said leave. Application for anticipated child care leave may be included in the same request with application for disability leave for pregnancy.
5. For leaves governed under the Federal/NJ Family Leave Act, the duration of leave and return dates will follow the guidelines pursuant to the law. But in the case of the last marking period the Superintendent may require the employee to return no later than May 15th or stay on leave through the remainder of the school year. A total of 5 Personal Days may be utilized in conjunction with the NJ Family Leave Insurance Program. No other Paid Time off may be utilized in conjunction with the Federal/NJ Family Leave Act/Insurance Program.

**F. *Scholarship and Teaching Leaves***

A leave of absence without pay of up to two (2) years shall be granted to any teacher who is the recipient of a full-time scholarship such as a Fulbright Scholarship. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach at an accredited college or university.

**G. *Leave of Absence due to Illness in the Family***

1. A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for an employee's spouse, child (natural or adopted), parent/guardian, mother-in-law, father-in-law who may be incapacitated for reason of illness. To the extent possible, the request must be provided to the Superintendent at least thirty (30) days in advance of the leave. The employee must notify the Superintendent no later than sixty (60) days prior to the employee's intended return to work.
2. A teacher/employee on family illness leave may continue health care coverage by purchasing this through the Board at the going premium rates that are charged to the Board. Only those benefits required by law will be continued at Board expense. Additional leave may be granted at the discretion of the Board.

#### H. **Military Leaves**

The Board shall, as required by law, allow the time necessary for persons called into temporary active duty with any unit of the U.S. Reserves, etc., provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his/her regular pay in addition to any pay which he/she receives from the State or Federal Government (38:23-1).

#### I. **Other Leaves of Absence**

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

#### J. **Deduct Days**

1. Association members may continue to request use of a deduct day, without penalty, to the Superintendent and/or his/her designee.
2. The Superintendent and/or his/her designee shall evaluate each request on a case-by-case basis.
3. The Superintendent and/or his/her designee shall grant or deny such requests within their discretion within 5 business days of a request.
4. If granted, deduct days cannot be used in furtherance of future disciplinary action/proceedings.

#### K. **Leave Benefits**

All benefits to which a teacher was entitled at the time his/her leave of absence commences, including unused accumulated sick leave and credits towards sabbatical eligibility, will be restored to him/her upon his/her return. The teacher shall be assigned to the same position he/she held at the time the leave was awarded if that position is available, or to a substantially equivalent position.

#### L. **Jury Duty**

Teachers shall be granted leave for the purpose of serving on jury duty and will not be required to return to the Board any monies received from the County or State for such duties. Teachers shall be paid all regular salary during the term of such duty.

1. If on any day during the period of jury duty the teacher is not required to report for such duty, he/she shall report for work on that day.
2. In the case of the employee being required to call the court system after 10:00 am. during the workday for their assignment, said employee will not be required to report for work on that day.
3. Upon release from jury duty during the work day the staff member shall immediately contact their principal or immediate administrator to determine whether or not they need to report to work that day.

**M. *Return from Paid Leaves***

Employees on paid leaves (extended sick leaves with pay, or other leaves granted pursuant to this Article) may return to work at any time during the year, provided appropriate documentation has been received

**ARTICLE XXI  
SABBATICAL LEAVES**

**A. *Definition***

1. The superintendent, at his or her discretion, may grant up to two sabbatical leaves annually to educators covered by the Professional Employees contract. A recipient may choose to take a leave for one semester at a rate of 100% of annual salary during that period or a leave for the entire school year at a rate of 50% of annual salary.
2. There will be two classes of eligibility and the superintendent may grant a sabbatical to a professional in each class:
  - a. Employees of the school district for at least seven years after attaining tenure but less than 14 years will be eligible for consideration in one class
  - b. Employees of the school district for at least 14 years after attaining tenure will be eligible for consideration in another class
3. These sabbatical leaves are meant to advance the professional's knowledge in his or her field identified by the superintendent. The use of the leave should serve the needs of the school district.
4. Candidates must submit proposals for how they will make use of the sabbatical. The leave should be a vehicle for scholarly pursuits. Priority will be given to two types of proposals:
  - a. Those involving research on curricular and instructional issues
  - b. Degree-track graduate studies approved by the superintendent in a campus-based program.



5. The superintendent may appoint a committee to screen proposals and to make recommendations to him or her.
6. As a condition of receiving a sabbatical leave, a candidate must, during the semester following his or her return to full-time employment, make a presentation, open to the entire faculty, of his or her research findings and their application to practice and write a paper worthy of publication or, for those who have pursued formal studies, make a presentation on what he or she has learned that has significance to the Edison Public Schools.
7. Decisions of the superintendent on requests pursuant to the above shall be made based upon consistent and fair criteria and shall not be subject to appeal.

**B. *Return to District***

The teacher shall return to teaching in the local school district for not less than two (2) years following the completion of the sabbatical, or refund the sabbatical leave pay.

**C. *Salary Status***

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

**D. *Insurance and Pension***

Hospitalization benefits and pension membership shall continue without interruption.

**E. *Application***

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

**F. *Criteria***

In exercising its authority to select members of the teaching staff to be awarded sabbatical leaves, the Board will give consideration to the following factors:

1. The requirement which may exist to meet residency requirement of a degree program.
2. The value of the program to the individual, as determined from the candidate's application and through personal interview with the Superintendent or designee.
3. The value of the program to the district, as determined from the relationship of the program to the candidate's present or potential assignments in the district, i.e., the capability of the program to provide the candidate with additional competencies which could be of future value to the district.

4. The applicant's length of service as a teacher in the district, and secondarily in the profession. This factor will be applicable only after the guidelines above have been considered, and only in light of the fact that those with lesser service will have greater future opportunity to reapply if their request is not granted.

**G. Tuition**

A teacher on sabbatical shall be eligible for tuition payment for graduate courses in accordance with existing policy during the year of the sabbatical.

**ARTICLE XXII  
SUBSTITUTES AND CLASS COVERAGE**

**A. Rate of Pay For Substitutes**

The rate of pay for substitutes will be determined by the Board of Education annually and posted by July 1 of each year.

**B. Class Coverage**

1. Each teacher shall have an uninterrupted preparation period each day. The practice of using regular teachers as substitutes, thereby depriving them of their preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Such coverage shall be arranged by the school principal and shall be distributed as equitably as possible among the teachers in the school.
2. Substitute Coverage for Teachers who are Absent—Teachers who are assigned by the school principal to cover for teachers who are absent shall be paid at the rate of thirty (\$30) dollars for the 2017-18 and 2018-19 school year, and thirty-one (\$31) dollars per period for the 2019-20 school year. Coverage time shall be cumulative and will be paid in 30-minute increments.
3. When a classroom teacher is required to give up preparation time to conduct a class normally conducted by a special teacher, the classroom teacher shall be compensated at the rate of thirty (\$30) dollars for the 2017-18 and 2018-19 school year, and thirty one (\$31) dollars per class for the 2019-20 school year.
4. If a teacher is pulled from a duty and assigned to cover a class, said teacher will be paid substitute coverage at thirty (\$30) dollars for the 2017-18 and 2018-19 school year, and thirty one (\$31) dollars per period for the 2019-20 school year.

**ARTICLE XXIII  
STUDENT CONTROL AND DISCIPLINE**

All teachers shall enforce the Board of Education's rules and regulations governing pupil conduct. The Board and administrative staff shall continue to support teachers' enforcement of the rules and regulations in accordance with Board Policies and procedures.

**ARTICLE XXIV  
HEALTH INSURANCE**

**A. Insurance Benefits**

1. Medical Coverage:

- 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](http://www.horizonblue.com). With the following exceptions:
  - i. Emergency Room Co-Pay - \$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.

**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. a. All new hires eligible for health care, and who ultimately enroll in district-offered health insurance upon being hired, must enroll in the Omnia plan and remain in the Omnia plan for a minimum of 1 calendar year. Any new employee who does not enroll in district-offered health insurance upon being hired shall enroll in the Omnia 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.

b. 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.

1. Family Coverage: An employee who has a spouse or certified civil union partner and dependent children shall be eligible for full family coverage.
2. 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.
3. 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.
  - b. Long Term Substitute Teachers shall be eligible for single coverage for OMNIA health plan, prescription, and dental benefits and may purchase additional coverage (i.e. family, spouse, or child) at the prevailing group rate.
4. Parent/Child Coverage: Any single employee with a dependent child or children shall be eligible for parent/child coverage.
5. It shall be the responsibility of the employee to fully furnish all essential evidence to establish eligibility.
6. 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.
7. 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.
8. The Board shall provide the Association with a Master Copy of the Health Service Provider's program.
9. 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.
10. 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.
11. Voluntary HMOs may be made available by the Board.

12. A voluntary Section 125 Flexible Spending Account may be made available by the Board.

**ARTICLE XXV  
PERSONAL AND ACADEMIC FREEDOM**

**A. Personal Life**

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

**B. Citizenship**

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

**ARTICLE XXVI  
GRADUATE STUDIES**

**A. Tuition Reimbursement**

1. Each teacher, upon submission of an invoice, a college bill and a transcript indicating satisfactory completion of graduate studies in areas related to the field of education will, each year, be granted tuition reimbursement. Tuition reimbursement shall be limited to three thousand (\$3,000.00) dollars per year, with no limitation on the number of credits. For teachers hired on or after January 1, 2006, no tuition reimbursement is available until tenure is achieved.
2. 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 completed. 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.
3. In order for a board of education to provide to 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 (**18A:3-5.3**);
  - b. The employee shall obtain approval from the superintendent of schools prior to enrollment of any course for which tuition assistance is sought. In the event that the superintendent denies the approval, the employee may appeal the denial to the board of education.

- 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.
4. Graduate courses 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.
  - a. Teachers who were initially denied degree differentials based on a failure to request pre-approval will serve a 1-year penalty from the time they were initially denied (provided the denial was not for any other reason). Anyone who has already served at least a 1-year penalty shall be eligible to apply for salary guide credit.
  - b. After serving a 1-year penalty, the employee must re-submit the request for degree differential credit. This applies to anyone who did not request pre-approval after enactment of the law on June 28, 2011.
5. Reimbursement for a previously approved eligible graduate 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 the transcript indicating the grade and credit granted.
6. Tuition reimbursement will be made up to and including BA+45 credits. To qualify for further reimbursement, a master's degree is required.
7. Teachers hired on or after July 1, 1986 will be reimbursed for graduate study in accordance with the provisions of this Article only when the course work is in the teacher's field of certification or related to their present assignment and pursuant to paragraph 3 above. When a Master's Degree is earned, teachers may pursue graduate studies in any area related to the field of education, only if allowable by law and pursuant to paragraph 3 above.
8. For teachers employed on or after July 1, 1986, there shall be no further tuition reimbursement once a teacher is placed on the Sixth Level (MA+30).
9. For teachers employed on or after July 1, 1986, there shall be no degree differential granted beyond the sixth level +15 credits (MA+45). Effective July 1, 2015, there shall be no degree differential granted beyond the Masters +30 as outlined in Article XXXI, Paragraph E, Sections 1, 2, and 3.

**B. *Salary Guide Credit***

1. Courses Taken on-campus: salary guide credit for graduate courses will be granted provided the institution is approved for graduate work by the state education authority of the state in which it is located.
2. Extension courses: salary guide credit for graduate courses will be granted only if the institution conducting the course is approved by an accrediting association (Middle States Association, New England Association, etc.).

3. Doctoral degrees: salary guide credit for doctoral degrees will be granted only if the institution granting the degree is accredited by a regional accrediting association (e.g. Middle States Association, New England Association, etc.). Approval by a state educational authority alone will not suffice in this case.
4. 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.
5. As of July 1, 2002, anyone currently employed as a school psychologist or hired as a school psychologist, will receive salary guide credit for the 6th level due to the extra course work required for certification. Guidelines for degree differentials are contained in Article XXXI, Section E, Paragraphs 1. & 2.
6. An annual stipend of \$500.00 above their current degree differential level shall be applied to teachers who possess a Ph.D and were hired after July 01, 1986. This has no effect on the longevity table payment.
7. All Salary Guide credits must be applied for by either September 30<sup>th</sup> or January 31<sup>st</sup>.

**ARTICLE XXVII  
STAFF DEVELOPMENT WORKSHOPS  
CONTINUING EDUCATION REQUIREMENTS**

**A. In-Service Programs**

1. There shall be provided the equivalent of up to two (2) days' worth of in-service programs during the school year. These days may be allocated as follows:
  - a. two (2) full days, or
  - b. one (1) full day and two (2) single-session days, or
  - c. four (4) single session days.
2. A full in-service day shall be scheduled on any day, except not on the day before a holiday break or during the month of June. The hours shall be from 8:30 a.m. to 3:00 p.m., with a one-hour lunch break (11:30 a.m. to 12:30 p.m.).
3. Single-session in-service days shall be in the afternoon and may be scheduled on any day when school is in session, except not on the day before a holiday break or during the month of June. There shall be no Tuesday faculty meetings held during the week in which the in-service program is scheduled unless prior agreement to do so is made between the Board and the Association. There may be a Tuesday faculty meeting held during the week of a full-day in-service.



- a. Single-session in-service programs scheduled on Tuesday afternoons may be up to three (3) hours in duration and shall not extend beyond the normal Tuesday meeting time limit.
- b. Single-session in-service programs scheduled on an afternoon other than Tuesday may be up to two (2) hours in duration. Starting and ending times shall be as follows:

Integrated Pre-School/Elementary School  
2:00 p.m. – 4:00 p.m.

Middle School  
2:00 p.m. – 4:00 p.m.

High School  
1:00 p.m. – 3:00 p.m.

4. Kindergarten and Pre-School general education and special education teachers will attend an in-service program applicable to their respective domains.
5. Documentation certificates for Continuing Ed hours shall be issued within thirty (30) days of the in-service, workshop or program. For committee work, certificates will be issued within thirty (30) days of the last committee meeting in the school year.
6. Each in-service session shall count as one of the contracted monthly meetings

#### **B. *Professional Development***

1. Teachers may apply to participate in professional development experiences other than those approved by the New Jersey Standards Board and the Middlesex County Standards Board as part of their professional development program and in fulfillment of the required annual 20 hours of continuing education. No application of such a request shall be arbitrarily denied.
2. Teachers who provide professional development training to others shall receive credit for their committee work or training activities toward their annual 20 hour requirement.

#### **C. *Professional Development Institute***

Teachers may apply toward salary guide credit for district approved Professional Development Institute (PDI) courses, which do not offer college, or university credit. Upon earning 15 Professional Development Institute Credits (PDIC), teachers will receive salary guide credit of five hundred dollars (\$500.00). This amount will be included in the total salary for pension purposes.

1. The Board will prepare a catalog of PDI courses, specifying topics, locations, hours, and PDICs by course/program. A minimum of ten (10) different programs per year will be offered.
2. All such PDI courses will be voluntary as to attendance, and shall be offered after school, evenings, Saturdays or in the summer.

3. Teachers may apply for salary guide credit for any PDI programs that total in the aggregate fifteen (15) Professional Development Institute credits. The PDICs shall be compensated at five hundred dollars (\$500.00) for fifteen (15) credits.
4. Salary guide credit will be adjusted twice per year, at the same intervals used for tuition reimbursement (e.g. September, February).
5. PDI credits will be offered on the following basis:
  - a. Five (5) one-hour sessions = one (1) PDIC
  - b. Ten (10) one-hour sessions = two (2) PDICs
  - c. Fifteen (15) one-hour sessions = three (3) PDICs
6. Teachers who present PDI courses (with specific PDI credits) shall be compensated at the same rates as stated in Article XV, Section C.3.
7. PDICs shall be cumulative up to a maximum of thirty (30) credits. PDICs earned prior to July 1, 2017 will be applied to the current contract.

**ARTICLE XXVIII**  
**DEDUCTIONS FROM SALARY**

**A. Dues**

1. The Board agrees to deduct from the salaries of its teachers dues for the Edison Township Education Association, the Middlesex County Education Association, New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with existing laws and under the rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Edison Township Education Association by the fifteenth (15th) of the month following the monthly period in which the deductions were made. The Association treasurer or designee shall disburse such monies to the appropriate association or associations.
2. Each of the Associations named above 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.
3. Additional authorization for dues or other deductions may be received after August 1, under rules established by the State Department of Education.
4. A teacher who wishes to withdraw from Association membership or to terminate deductions for other Associations' services and programs must notify the payroll department prior to December 1 or May 31. Withdrawal will be effective thirty (30) days after proper notification is filed.

**B. *Representation Fee***

1. Prior to December 15 of each academic year, the Association may elect to assess all contracted teachers covered by this Agreement who are not members of the Association, an agency fee from NJEA for services rendered by the Association at the maximum level permitted by law. Such fee will be deducted from salary and transmitted to the Association in the same manner as are dues of Association members.
2. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

**ARTICLE XXIX  
MISCELLANEOUS PROVISIONS**

**A. *Board Policy***

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. For any changes in the law, the Board will extend to the Association the courtesy of providing input and informational updates, especially when terms and conditions of employment are impacted.

**B. *Separability***

If any provision of this Agreement or any application of the Agreement as it applies to any teacher or group of teachers is held to be contrary to law, then such provisions or applications shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**C. *Compliance***

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

**D. *Non-Discrimination***

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 teachers or in the application or administration of the Agreement on the basis of race, creed, color, age, religion, disability/handicap, national origin, sex, domicile, marital status, political activities, or Association affiliation.

**E. *Printing***

Copies of this Agreement shall be printed at the equal expense of the Board and the Association and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

**F. Notification**

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 e-mail, certified mail, hand delivery, or campus mail as follows:

1. If by Association, to the Board and/or the Superintendent, at the offices of the Board Secretary.
2. If by Board, to the Association President and/or the First Vice President at the Association office.

**G. Strikes, Sanctions, Lockouts**

During the term of this Agreement, the Association will refrain from striking or job action of an illegal nature. The Board shall refrain from locking out teachers.

**H. No Reprisal**

The Association and the Board agree that they shall not discriminate against nor engage in any reprisals or repercussions of any nature against any member of the Association, any individuals or organizations engaged in activities or in support of activities related to contractual negotiations for any Agreement or any other issue of representation. Any such reprisals or repercussions shall be prohibited and both parties agree to enjoin their members, agents, and employees to be bound by these provisions and use their best efforts to ensure compliance.

**ARTICLE XXX  
SALARY GUIDE**

<b>Step</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2017-20</b>
<b>1</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>2</b>	<b>\$50,500</b>	<b>\$50,500</b>	<b>\$50,500</b>
<b>3</b>	<b>\$51,000</b>	<b>\$51,000</b>	<b>\$51,000</b>
<b>4</b>	<b>\$52,000</b>	<b>\$52,000</b>	<b>\$52,000</b>
<b>5</b>	<b>\$54,000</b>	<b>\$54,000</b>	<b>\$54,000</b>
<b>6</b>	<b>\$56,000</b>	<b>\$56,000</b>	<b>\$56,000</b>
<b>7</b>	<b>\$60,000</b>	<b>\$60,000</b>	<b>\$60,000</b>

<b>8</b>	<b>\$63,000</b>	<b>\$63,000</b>	<b>\$63,000</b>
<b>9</b>	<b>\$67,200</b>	<b>\$67,200</b>	<b>\$67,200</b>
<b>10</b>	<b>\$72,700</b>	<b>\$72,700</b>	<b>\$72,700</b>
<b>11</b>	<b>\$78,180</b>	<b>\$78,180</b>	<b>\$78,180</b>
<b>12</b>	<b>\$84,000</b>	<b>\$84,000</b>	<b>\$84,000</b>
<b>13</b>	<b>\$92,600</b>	<b>\$92,600</b>	<b>\$92,600</b>

**Off – Guide Structure**

The Off-Guide structure was enacted beginning July 1, 2014. All members who were on the max step on the salary guide as of June 30, 2017 become Off-Guide Step 4. Those new to the max step in the 2017-18 school year will become Off-Guide Step 5 in the 2018-19 school year; those who will be on max step in 2018-19 will become Off-Guide Step 6 in the 2019-20 school year. Once on an Off-guide step, the employee will remain in that Off-Guide step for the remainder of their time in the Edison School District, unless otherwise negotiated. All Off-Guide steps will receive the same monetary increases each year.

A person becomes part of the Off-Guide step the year after attaining the on-guide maximum salary. Dollar amounts will be given equally to all persons that are off-guide.

The ESSA employees will only receive the additional 5% (or 10%) compensation on the on-guide monies; when the employee goes Off-Guide, they will continue to receive the additional percentage on the max salary only; the Off-guide monies will not be eligible for the percentage of the Off-guide negotiated monies. Thus, they receive the same monetary compensation as all other Off-Guide personnel.

**“Off-Guide Structure (Increment Withholding / Unpaid Leave of Absence)”**

A Certificated Employee who is on an off-guide step/class will become part of a separate list and will not remain on the previously held off-guide step due to an unpaid leave of absence or due to an increment withholding. An unpaid leave of absence would result in this consequence if such a leave does not allow the employee to work one-half the work year plus one day.

Upon return to work after such leave, the employee shall return to work at the salary in which the leave began; they will not be eligible for any salary adjustments that occur while on leave; however, they will be eligible to receive the contractually agreed upon increment adjustment designated for the particular year of their return.

These employees will be kept on a list separate from the normal “Off-Guide Salary Guide” due to their individualized circumstances.

(Example 1: Employee completed the 2016-17 school year and is on OG1; their base salary was \$95,020 when their leave commenced; they are on unpaid leave for the entire 2017-18 and 2018-19 school years; they return for Sept., 2019. They will come back at \$95,020 plus \$1,000 addition for the Off-guide increase for 2019-2020 for a salary of \$96,020; they are not entitled to the raises for 2017-18 (\$1,100) or for 2018-19 (\$750).

Example 2: Employee takes leave as described above but returns to work in April, 2019. Person would return at their rate of pay on OG1 at \$95,020 and will be raised by the \$750 for the 2018 – 19 school year; they will not be entitled to the \$1,100 for 2017-18. Additionally, they will not receive the \$1,000 for 2019-20 as the employee did not meet the half year plus one day of work in 2018-19.)

Certificated Off-Guide Employees are entitled to the following annual salary increments, subject to the limitations set forth in the herein contract, including those described in the Off-Guide Structure Sections of Article XXX:

2014-15 = \$720; 2015-16 = \$900; 2016-17 = \$800;  
2017-18 = \$1,100; 2018-19 = \$750; 2019-20 = \$1,000.

	2016-17	2017-18	2018-19	2019-20
<b>Off-Guide 1 (14-15)*</b>	<b>\$95,020</b>	<b>\$96,120</b>	<b>\$96,870</b>	<b>\$97,870</b>
<b>Off-Guide 2 (15-16)*</b>	<b>\$94,300</b>	<b>\$95,400</b>	<b>\$96,150</b>	<b>\$97,150</b>
<b>Off-Guide 3 (16-17)*</b>	<b>\$93,400</b>	<b>\$94,500</b>	<b>\$95,250</b>	<b>\$96,250</b>
<b>Off-Guide 4 (17-18)*</b>		<b>\$93,700</b>	<b>\$94,450</b>	<b>\$95,450</b>
<b>Off-Guide 5 (18-19)*</b>			<b>\$93,350</b>	<b>\$94,350</b>
<b>Off-Guide 6 (19-20)*</b>				<b>\$93,600</b>

\*Years in Parentheses denote the year the guide came into existence.

\*\*Off-Guide Salaries for Certificated employees whose increments have been withheld and/or return from an unpaid leave of absence will be removed from this Guide and their salaries will be controlled by the “Off-Guide Structure” language of Article XXX

<b>DEGREE DIFFERENTIALS:</b>			
For teachers employed prior to July 1, 1986:		For teachers employed after July 1, 1986:	
<b>Degree</b>	7/1/14 – 6/30/17	<b>Degree</b>	7/1/14-6/30/17
BA+15*	1,802	BA+15*	1,802
MA	3,605	MA	3,605
MA+15	5,444	MA+15	5,444
MA+30	7,282	MA+30	7,282
MA+45*	9,158	MA+45*	8,182
MA+60	11,033	Ph.D	500
Ph.D	12,476		

\*Effective July 1, 2015, no teachers shall be permitted to attain these levels as outlined in Article XXXI, Item E, Paragraph 3

<b>Longevity</b>								
<u>Years of Service In Edison</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>Ph.D</u>
15	454	463	472	481	490	495	509	516
16	908	926	944	962	980	989	1,018	1,032
17	1,361	1,388	1,415	1,443	1,471	1,484	1,527	1,548
18	1,815	1,851	1,887	1,924	1,961	1,979	2,036	2,065
19	2,269	2,314	2,359	2,405	2,451	2,473	2,545	2,581
20	2,723	2,777	2,831	2,886	2,941	2,968	3,054	3,097
21	3,176	3,239	3,303	3,367	3,431	3,463	3,563	3,613
22	3,630	3,702	3,774	3,848	3,921	3,957	4,071	4,129
23	4,538	4,628	4,718	4,810	4,902	4,947	5,089	5,161
24	4,991	5,091	5,190	5,291	5,392	5,441	5,598	5,678
25	5,445	5,553	5,661	5,772	5,882	5,936	6,107	6,194
26	5,899	6,016	6,133	6,253	6,372	6,431	6,616	6,710
27	6,353	6,479	6,605	6,734	6,862	6,925	7,125	7,226
28	6,806	6,942	7,077	7,215	7,353	7,420	7,634	7,742

**ARTICLE XXXI  
SALARY PROVISIONS**

**A. Payment Procedure**

1. Teachers shall be paid in twenty (20) equal semi-monthly installments.
2. Teachers may individually elect to have some portion of their monthly salary deducted from their pay for credit union savings. Said deductions shall be deposited in an account mutually acceptable to the Board and Association. Said procedure shall conform to statutory requirements.
3. Teachers shall be paid on the last work day before the fifteenth (15th) of each month and the last working day before the end of the month.
4. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last working day prior to the holiday.
5. Teachers shall receive their final checks on the last working day in June if all records are complete and approved by the school principal.
6. The Board shall provide a voluntary direct deposit banking program.

**B. Salary Guide Credit**

1. Effective for unit personnel new to the district, who are hired on or after July 1, 2011, one-half (1/2) year credit for up to six (6) years of teaching or related experience will be given. In addition, full credit for up of four (4) years military service will be given.

2. Effective for speech language specialists who are new to the district who are hired on or after July 1, 2011, one-half (1/2) credit for up to twelve (12) years of experience in speech therapy may be given at the discretion of the Superintendent. In addition, full credit for up to four (4) years military service will be given.
3. Certified Nurses can be hired and placed on the salary guide up to Step Ten (10). In addition, full credit for up to four (4) years military service will be given.

**C. *Tenure Increment***

All tenured teachers will receive an additional tenure increment of two hundred fifty dollars (\$250.00) beyond the salary guide. No teacher hired after July 1, 2013 will receive a tenure increment.

**D. *Increment Step Credit***

1. Staff members who are on the payroll for 50% of their work days plus one day shall receive a full-step increment on the salary guide. Staff members who work 50% or less of their work days shall receive no step increment on the salary guide.
2. If certification or documentation of such has, because of extenuating circumstances beyond the teacher's control, been delayed, loss of increment will not be incurred by the teacher. Once certification has been received and verified by the Board, said teacher will enjoy all employment credit provided by existing contract language. Any loss of compensation will be reimbursed by the Board.

**E. *Differentials***

1. For teachers employed prior to July 1, 1986, differentials will be granted for a Master's Degree or Master's Equivalency (Bachelor's +30 credits), Master's +15 credits, Master's +30 credits, and Master's +60 credits. Placement on the Doctoral guide will be granted when the Doctorate is awarded. Transcripts of credit must be submitted to the Superintendent's office.
2. The Master's +45 will be the maximum to which teachers employed on or after July 1, 1986 can advance through June 30, 2015 in accordance with #3 of this section. Effective July 1, 2015, Master's + 30 will be the maximum those employed on or after July 1, 1986 can advance. However, all degree differentials in multiples of fifteen (15) credits shall be maintained for teachers employed prior to July 1, 1986.
3. Effective July 1, 2015, no employee may be placed on the BA+15 or MA+45 degree differentials of the guide except for those certificated employees already approved before June 30, 2015 to complete courses by August 31, 2015 qualifying them for placement in these degree differentials effective September 1, 2015. However, these degree differentials shall be maintained for teachers placed on these degree differentials in accordance with this paragraph.



4. An annual stipend of \$500.00 above their current degree differential level shall be applied to teachers who possess a Ph.D. and were hired after July 01, 1986. This has no effect on the longevity table payment.

#### **F. *Graduate Credit Limits***

For teachers employed prior to July 1, 1986, there shall be no salary guide graduate credit beyond BA + 45 credits until the Master's degree is earned. For a teacher initially hired on, or after July 1, 1986, there shall be no salary guide graduate credit beyond BA + 15 credits until the Master's degree is earned. Effective July 1, 2015, for a teacher initially hired on, or after July 1, 1986, there shall be no salary guide credit beyond BA until the Master's degree is earned.

#### **G. *Longevity***

Longevity increments shall be based on the Certificated employee's degree level and years of service in the Edison school system. Longevity will no longer be based on percentages beginning in the 2011-12 contract year, but rather will be based on the longevity chart listed in Article XXX, Salary Guide.

Longevity will be attained in the following manner:

1. All Certificated employees will attain longevity upon completion of 14 years of service in the Edison Public School system, and will be placed on the longevity chart step 15 on the 1st day of their 15th year of service in the Edison Public School system. On the 1st day of each successive year of service to the Edison Public School system, the employee will advance to the next longevity step.
2. A longevity payment of \$500 will be attained upon completion of 35 years of service in the Edison Public School system and will begin such longevity on the 1st day of the 36th year of service (or for those with completion of 35 years or more of service) for all Certificated employees of the Edison Public School system beginning in the 2011-12 contract year.

#### **H. *Longevity and Tenure, Adjustments***

Adjustments to a teacher's salary resulting from the addition of tenure and for longevity increments shall be made on the anniversary date of tenure or hiring and be reflected in the teacher's next paycheck.

#### **I. *Additional Compensation***

1. School counselors, psychologists, learning disability teacher consultants, occupational therapists, and social workers employed before September 1, 1993 shall be compensated at the rate of ten percent (10%) above their appropriate step and level of the teachers' salary guide. School counselors, psychologists, learning disability teacher consultants, social workers, and speech language specialists employed on or after September 1, 1993 shall be compensated at the rate of five percent (5%) above their appropriate step and level of the teachers' salary guide.

2. Middle school head counselors shall receive, in addition to their annual salary, compensation of three thousand one hundred (\$3,100) dollars annually. Such compensation shall be included in the total salary for pension purposes.
3. School counselors who assume additional sections above the normal workload due to a long-term absence shall be compensated at the rate of twenty (\$20) dollars per homeroom section per day after the 5<sup>th</sup> consecutive day with a maximum of one hundred (\$100) dollars per day.
4. CST members and speech therapists overload evaluations will be compensated at two hundred forty dollars (\$240.00) per team member per evaluation. The Assistant Superintendent of Pupil-Special Services will divide the cases evenly according to CST members' availability and rotating seniority. When necessary, the Assistant Superintendent of Pupil-Special Services may use his/her own discretion in assigning cases.
5. All school nurses and athletic trainers who report for sports physicals shall be paid at the rate of forty (\$40) dollars per hour.
6. Athletic Trainer coverage shall be assigned when:
  - a. The Athletic Trainer may work six (6) consecutive days within a calendar week. If a seventh (7th) day is required and no substitute trainer is available, the Athletic Trainer may work a seventh (7th) day and receive Substitute Athletic Trainer coverage pay.
  - b. When two (2) sporting events occur simultaneously and one (1) of the athletic events is held off of school grounds.
  - c. The rate of pay will be thirty-five dollars (\$35.00) per hour.
  - d. The Trainer who is covering shall report to the assignment fifteen (15) minutes prior to the scheduled start time and will remain fifteen (15) minutes after the completion of the athletic event.
  - e. The Substitute Trainer will be reimbursed at the maximum mileage rate per mile permitted under NJ Statute.
  - f. The Athletic Trainer in each high school will receive an annual stipend of Three Thousand Dollars (\$3,000.00) divided equally and payable on December 14th, March 14th and June 14th."
7. Any nurse who assumes an additional school shall be compensated at the rate of thirty (\$30) dollars per day per school.
8. Any speech language specialists, required to accept an additional case load due to the absence of another speech language specialist or a vacancy of a speech language specialist position, will be paid an hourly rate of fifty dollars (\$50.00) for any time necessary to complete the requirements of this additional workload.

9. Teachers achieving National Board Certification from the National Board for Professional Teaching Standards shall receive a one-time lump-sum bonus of one thousand five hundred dollars (\$1,500.00) at the end of the school year in which the certification is achieved. Upon National Board Recertification, teachers will receive an additional bonus of one thousand five hundred (\$1,500) dollars.

**J. Long Term Substitute Teachers**

A substitute teacher attains a Long Term Substitute contract if:

1. They are hired for sixty (60) or more days for a teacher on a board-approved leave of absence.
2. Long Term Substitutes will receive retroactive pay differential when their position as a daily substitute extends beyond sixty (60) days.
3. Long Term Substitute Teachers shall be compensated at an annual salary of Forty Thousand (\$40,000) dollars.
4. If an Edison Long-Term Substitute is placed in a permanent certificated position, salary guide credit shall be given for time accrued as a long-term substitute.
5. Time served as a long-term substitute shall not be credited for purposes of seniority or longevity.
6. Long Term Substitutes will receive health benefits immediately when the substitute becomes eligible for coverage under the specifications of the health benefits carrier.
7. All terms and conditions of this agreement apply to Long Term Substitutes unless otherwise stated.

**ARTICLE XXXII  
EXTRA PAY FOR EXTRA SERVICES**

**A. Instructional Program Assignments**

Position	17-18	18-19	19-20
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Technology Maintenance Coordinator

High School	\$2,961	\$2,961	\$3,061
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and shall teach two (2) classes less than the normal teaching load in said teacher's subject area and be assigned no non-teaching duty.

Middle School	\$2,961	\$2,961	\$3,061
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and shall be assigned no non-teaching duty. However, when the duty is a team meeting, the technology maintenance coordinator will be permitted to be excused a minimum of three (3) meetings per week. If necessary, and with administrative approval additional time may be granted. Any required computer assignment that occurs beyond the time indicated at the end of

the regular school day, shall be counted as one (1) monthly meeting if the duration of the assignment is in excess of thirty (30) minutes.

Elementary Computer Maintenance *	\$2,961	\$2,961	\$3,061
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\*Shall not be assigned any non-teaching duty.

Any required computer assignment that occurs beyond the time indicated at the end of the regular school day, shall be counted as one (1) monthly meeting if the duration for the assignment is in excess of thirty (30) minutes.

Intramural Activity Sponsor	\$610	\$610	\$610
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**B. Co-Curricular Assignments**

Position	17-18	18-19	19-20
<b>HIGH SCHOOL</b>			
Co-Curricular Liaison (Will teach three (3) periods per day)	\$4,013	\$4,013	\$4,113
Band	\$5,480	\$5,480	\$5,580
Drama	\$4,800	\$4,800	\$4,900
Yearbook	\$3,966	\$3,966	\$4,066
Vocal Music	\$3,966	\$3,966	\$4,066
Newspaper	\$3,966	\$3,966	\$4,066
Band Fronts	\$3,694	\$3,694	\$3,794
Jazz Band	\$3,586	\$3,586	\$3,686
Orchestra	\$3,586	\$3,586	\$3,686
Assistant Band Director	\$3,586	\$3,586	\$3,686
Senior Class	\$3,586	\$3,586	\$3,686
Junior Class	\$3,586	\$3,586	\$3,686
Student Council	\$3,586	\$3,586	\$3,686
Odyssey of Mind	\$3,586	\$3,586	\$3,686
Model U.N.	\$2,447	\$2,447	\$2,547
Music Director	\$1,822	\$1,822	\$1,922
Assistant Drama	\$1,822	\$1,822	\$1,922
Business Manager (Yearbook)	\$1,822	\$1,822	\$1,922
Sophomore Class	\$1,480	\$1,480	\$1,580
Freshman Class	\$1,480	\$1,480	\$1,580
National Honor Society	\$1,480	\$1,480	\$1,580
FBLA	\$1,200	\$1,200	\$1,300
FCCLA	\$1,200	\$1,200	\$1,300
Ushers, Ticket Takers, Timers & Announcers at athletic events (per event at high school)	\$44	\$44	\$44
Tech Maintenance Coordinator	\$2,961	\$2,961	\$3,061

Position	17-18	18-19	19-20
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<b>MIDDLE SCHOOL</b>			
Drama	\$2,447	\$2,447	\$2,547
Band	\$2,447	\$2,447	\$2,547
Odyssey of the Mind	\$2,447	\$2,447	\$2,547
Orchestra	\$2,447	\$2,447	\$2,547
Vocal Music	\$2,447	\$2,447	\$2,547
Yearbook	\$2,447	\$2,447	\$2,547
Newspaper	\$1,480	\$1,480	\$1,580
6 <sup>th</sup> Grade Student Council Co-Advisor	\$1,480	\$1,480	\$1,580
7 <sup>th</sup> Grade Student Council Co-Advisor	\$1,480	\$1,480	\$1,580
8 <sup>th</sup> Grade Student Council Co-Advisor	\$1,480	\$1,480	\$1,580
FCCLA	\$1,200	\$1,200	\$1,300
Tech Maintenance Coordinator	\$2,961	\$2,961	\$3,061

<b>Position</b>	<b>17-18</b>	<b>18-19</b>	<b>19-20</b>
<b>ELEMENTARY SCHOOL</b>			
Safety Patrol	\$1,143	\$1,143	\$1,243
Student Council	\$1,143	\$1,143	\$1,243
Newspaper	\$1,143	\$1,143	\$1,243
Odyssey of the Mind	\$1,143	\$1,143	\$1,243
Tech Maintenance Coordinator	\$2,961	\$2,961	\$3,061

**C. Club Assignments**

- Two (2) categories of clubs have been established: Class A and Pilot
- Club stipends in each category and the number of clubs in each category in the high schools, middle schools, and elementary schools are as follows:

<b>Category</b>	<b>Class A</b>	<b>Pilot</b>
2017-18	\$950	\$500
2018-19	\$950	\$500
2019-20	\$1,000	\$500
High School Clubs	<b>27</b>	4
Middle School Clubs	<b>21</b>	2
Elementary School Clubs	<b>5</b>	1

- Clubs designated as pilot clubs shall be compensated at the rate of five hundred dollars (\$500.00) for one (1) year in duration. Change in category status shall be determined by utilizing the existing review procedures in Section D. below. The pilot clubs will be allocated as follows: High Schools – 4 each; Middle Schools – 2 each; Elementary Schools – 1 each. These allotments shall not be cumulative nor may any pilot club status exceed one (1) year in duration.
- Club advisors are required to attain 21 meeting hours per school year.

**D. Review Procedures**

As agreed by the Board and the Association, all co-curricular activities shall be evaluated annually in June by a committee of administrators, teachers and co-curricular liaisons. Each activity shall be evaluated in terms of the prescribed criteria and rating factors. The results of this evaluation shall be submitted to the Superintendent and the Association and shall determine each activity's classification/salary for the ensuing school year. Any sponsor, dissatisfied with his/her classification, may appeal through established procedures.

**E. Coaching Assignments**

As agreed to by the Board and the Association, all interscholastic activities and middle school sports shall be evaluated by a committee in June at the conclusion of the year preceding the final year of the contract. The committee shall consist of high school and middle school coaches, athletic directors, and an ETEA representative, or designee. Each interscholastic athletic activity shall be evaluated in terms of the prescribed criteria and rating factors. The results of this evaluation shall be submitted in writing to the Superintendent and the Association within thirty (30) days following the last committee meeting, but no later than July 15<sup>th</sup>.

**F. Classification of Sports**

Sports shall be classified as follows:

- A1      Football
- A        Basketball (Boys & Girls)
- Wrestling
- Baseball
- Softball
- Soccer (Boys & Girls)
  
- B        Tennis (boys/girls)
- Spring Track (boys/girls)
- Volleyball (boy/girls)
- Lacrosse
- Ice Hockey
- Winter Track (boy/girls)
  
- C        Cross Country
  
- D        Golf
- Bowling
- Strength Training (Annual)
- Swimming
  
- E1      HS Cheerleading (Boys & Girls)
  
- E        MS Basketball (Boys & Girls)
- MS Soccer (Boys & Girls)
- MS Wrestling
- MS Baseball
- MS Softball
- MS Cross Country

### G. Vacancies

Every effort will be made to fill all new or vacant coaching and extra pay positions with qualified personnel who are members of the bargaining unit.

### H. Coaching Stipends

<b>Class A1 – Football</b>			
<b>Step/Year</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Head 1	\$6,819	\$6,819	\$6,919
Head 2	\$6,819	\$6,819	\$6,919
Head 3	\$7,158	\$7,158	\$7,258
Head 4	\$7,158	\$7,158	\$7,258
Head 5	\$7,494	\$7,494	\$7,594
Asst I - 1	\$4,584	\$4,584	\$4,684
Asst I - 2	\$4,584	\$4,584	\$4,684
Asst I – 3	\$4,926	\$4,926	\$5,026
Asst I - 4	\$4,926	\$4,926	\$5,026
Asst I - 5	\$5,088	\$5,088	\$5,188
Asst II - 1	\$4,463	\$4,463	\$4,563
Asst II - 2	\$4,463	\$4,463	\$4,563
Asst II - 3	\$4,784	\$4,784	\$4,884
Asst II - 4	\$4,784	\$4,784	\$4,884
Asst II – 5	\$4,926	\$4,926	\$5,026

<b>Class A – Basketball (boys/girls), Wrestling, Baseball, Softball, Soccer (boys/girls)</b>			
<b>Step/Year</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Head – 1	\$6,619	\$6,619	\$6,719
Head – 2	\$6,619	\$6,619	\$6,719
Head – 3	\$6,958	\$6,958	\$7,058
Head – 4	\$6,958	\$6,958	\$7,058
Head – 5	\$7,294	\$7,294	\$7,394
Asst I – 1	\$4,284	\$4,284	\$4,384
Asst I – 2	\$4,284	\$4,284	\$4,384
Asst I – 3	\$4,726	\$4,726	\$4,826
Asst I – 4	\$4,726	\$4,726	\$4,826
Asst I – 5	\$4,888	\$4,888	\$4,988
Asst II – 1	\$4,263	\$4,263	\$4,363
Asst II – 2	\$4,263	\$4,263	\$4,363
Asst II – 3	\$4,584	\$4,584	\$4,684

Asst II – 4	\$4,584	\$4,584	\$4,684
Asst II – 5	\$4,726	\$4,726	\$4,826

<b>Class B – Tennis (boys/girls), Spring Track (boys/girls), Volleyball (boys/girls), Lacrosse, Ice Hockey, Winter Track (boys/girls)</b>			
<b>Step/Year</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Head – 1	\$5,956	\$5,956	\$6,056
Head – 2	\$5,956	\$5,956	\$6,056
Head – 3	\$6,290	\$6,290	\$6,390
Head – 4	\$6,290	\$6,290	\$6,390
Head – 5	\$6,632	\$6,632	\$6,732
Asst I – 1	\$4,263	\$4,263	\$4,363
Asst I – 2	\$4,263	\$4,263	\$4,363
Asst I – 3	\$4,554	\$4,554	\$4,654
Asst I – 4	\$4,554	\$4,554	\$4,654
Asst I – 5	\$4,726	\$4,726	\$4,826

<b>Class C – Cross Country</b>			
<b>Step/Year</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Head – 1	\$5,512	\$5,512	\$5,612
Head – 2	\$5,512	\$5,512	\$5,612
Head – 3	\$5,845	\$5,845	\$5,945
Head – 4	\$5,845	\$5,845	\$5,945
Head – 5	\$5,970	\$5,970	\$6,070
Asst I – 1	\$4,092	\$4,092	\$4,192
Asst I – 2	\$4,092	\$4,092	\$4,192
Asst I – 3	\$4,220	\$4,220	\$4,320
Asst I – 4	\$4,220	\$4,220	\$4,320
Asst I – 5	\$4,597	\$4,597	\$4,697

<b>Class D – Golf, Bowling, Strength Training (Annual), Swimming</b>			
<b>Step/Year</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Head – 1	\$5,038	\$5,038	\$5,138
Head – 2	\$5,038	\$5,038	\$5,138
Head – 3	\$5,340	\$5,340	\$5,440
Head – 4	\$5,340	\$5,340	\$5,440
Head – 5	\$5,676	\$5,676	\$5,776
Asst I – 1	\$3,927	\$3,927	\$4,027
Asst I – 2	\$3,927	\$3,927	\$4,027
Asst I – 3	\$4,089	\$4,089	\$4,189
Asst I – 4	\$4,089	\$4,089	\$4,189
Asst I – 5	\$4,263	\$4,263	\$4,363

<b>Class E1 – High School Cheerleading (boys/girls)</b>			
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<b>Step/Year</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Head – 1	\$3,344	\$3,344	\$3,444
Head – 2	\$3,344	\$3,344	\$3,444
Head – 3	\$3,496	\$3,496	\$3,596
Head – 4	\$3,496	\$3,496	\$3,596
Head – 5	\$3,663	\$3,663	\$3,763
Asst I – 1	\$2,436	\$2,436	\$2,536
Asst I – 2	\$2,436	\$2,436	\$2,536
Asst I – 3	\$2,529	\$2,529	\$2,629
Asst I – 4	\$2,529	\$2,529	\$2,629
Asst I – 5	\$2,633	\$2,633	\$2,733

<b>Class E – Middle School - Basketball (boys/girls), Soccer (boys/girls), Wrestling, Cross Country, Baseball, Softball</b>			
<b>Step/Year</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Head – 1	\$2,744	\$2,744	\$2,844
Head – 2	\$2,744	\$2,744	\$2,844
Head – 3	\$2,896	\$2,896	\$2,996
Head – 4	\$2,896	\$2,896	\$2,996
Head – 5	\$3,063	\$3,063	\$3,163
Asst I – 1	\$1,836	\$1,836	\$1,936
Asst I – 2	\$1,836	\$1,836	\$1,936
Asst I – 3	\$1,929	\$1,929	\$2,029
Asst I – 4	\$1,929	\$1,929	\$2,029
Asst I – 5	\$2,033	\$2,033	\$2,133

**Step Placement**

Years as an assistant will be considered as equal to those of a head coach for longevity placement when said assistant achieves head coach status. A coach coming in from outside the district will be granted year-for-year experience the same as a coach from within the district.

**ARTICLE XXXIII  
DURATION**

**A. Duration Period**

This Agreement shall be effective from July 1, 2017 to June 30, 2020. This Agreement shall not be extended orally and it shall expire on the date indicated.

**B. Sidebar Agreements**

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

**C. Witness**

***IN WITNESS WHEREOF***, the parties hereto have caused these agreements to be signed by their duly authorized officers and their seals to be hereto affixed, this \_\_\_\_\_ day of April, 2018.

<b>ETEA Negotiating Team</b>	<b>EBOE Negotiations Team</b>
Jeffrey Bowden, President	<b>Ralph Errico, Chair</b>
Ellen Baxter	<b>Frank Heelan, Board President</b>
Gerard Campione	<b>Beth Moroney, Vice President</b>
Matthew Hrevnak	<b>Jerry Shi, Board Member</b>
Michele Sileski	<b>Resources:</b>
Michele Wenzel	<b>Daniel Michaud, Business Admin.</b>
	<b>Michael Hom, Ass't Bus. Admin.</b>
	<b>Ari Schneider, ESQ., Board Negotiator</b>