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PREAMBLE

The Board of Education of Metuchen, New Jersey and the Metuchen Education Association do hereby agree that Boards of Education and their teachers have an obligation to the public to insure optimum performance by the educational institutions in which they serve. In order to discharge their obligations, both must assert their full and continuing efforts to achieve the highest possible educational standards. This makes desirable the establishment and maintenance of conditions of service and of professional performance on the part of the staff which meet professional standards and which will attract and keep a high quality staff and promote professional excellence.

ARTICLE I

RECOGNITION

A. The Metuchen Board of Education (hereinafter referred to as the Board) recognizes the Metuchen Education Association (hereinafter referred to as the Association) as the exclusive and sole representative for collective negotiations concerning:

1. the terms and conditions of employment for the following positions:

- classroom teachers; guidance counselors; nurses; learning disability teachers; reading teachers; special education teachers; speech therapists; social workers; administrative assistants; librarians; substance awareness coordinators; athletic trainers; and psychologists.

2. extra compensation for the following positions:

- coaches and advisors to co-curricular activities.

The terms teacher or employee when used hereinafter shall refer to all professional personnel as defined above.

B Excluded from the bargaining unit (both 1 and 2 above) are the following positions: superintendent; assistant superintendent(s); director of student personnel services; principals, vice-principals; assistant principals; guidance directors; psychiatrists; supervisors; director of curriculum; summer school teachers; the extra stipend for the head librarian & head nurse; adult school director; business administrator; athletic director; and all others not specifically included or designated in 1 or 2 above.

ARTICLE II

BOARD RIGHTS

The Board on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and any other responsibilities conferred upon and vested in it by statutes and the Constitution of New Jersey and of the United States, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities, to maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means, and personnel by which such operations are to be conducted.
2. To hire all employees, determine their qualifications, conditions for continued employment, dismissal, demotion, promotion, transfer, or to take whatever disciplinary action that may be required.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

Nothing contained in this Agreement shall be construed to limit or restrict the Board of Education in its right to seek and obtain any judicial relief it may be entitled to have under law.

ARTICLE III

TEACHER RIGHTS

A. Rights to Representation

Pursuant to NJSA 34:13-1 et seq., the Board hereby agrees that every teacher on 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 and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees: that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by NJSA 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 membership or non membership in the Association and its affiliates; collective negotiations with the Board or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Discipline or Reprimand

No teacher shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

C. Meeting or Interview

Whenever any teacher is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the continuation of that teacher in office, position or employment, or the salary or any increments pertaining thereto, then the teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present for advice and representation during such meeting or interview.

D. Association Identification

No teacher shall be prevented from wearing pins or other normal identification of membership in the Association or its affiliates.

E. Statutory Saving Clause

Nothing contained in this agreement shall be construed to deny or restrict any employee rights that he/she may have under New Jersey statutes, regulations of the Commissioner of Education, or applicable laws and regulations.

ARTICLE IV

PROCEDURES FOR NEGOTIATIONS OF SUCCESSOR AGREEMENT

A. Notification Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:13A-1 et. seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. If either party desires to modify, change or amend this agreement, he shall notify the other party of such changes in accordance with the applicable rules and regulations of the Public Employment Relations Commission. If such notification is not given by either party, this Agreement shall remain in full force and effect for periods of one year. Any agreement so negotiated shall apply to all

teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and be ratified by the Association membership.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. The relationship of the parties is fully and exclusively set forth by this Agreement and by no other means, oral or written.

ARTICLE V

INSTRUCTIONAL COUNCIL

A. Purpose

In order to provide a positive means whereby members of the staff may participate in educational decision-making and in order to foster desirable changes in method, technique, curriculum and other aspects of the total school program, an Instructional Council is to be established as describe in the following sections. Items for deliberation may be proposed for discussion by members of the teaching staff, by the administration, and by the Board. The Superintendent shall advise the Council whenever studies pertaining to the instructional program or operation of the school system have been proposed. Where appropriate, the Superintendent may request participation in the study by the Council.

B. Membership

The council shall consist of members of the professional staff (other than administrators) to be appointed by the Association as follows: Three from the High School, three from Edgar, three from Campbell, one from Moss, the Director of Student Personnel Services; the Director of Curriculum; and one Principal to be appointed by the Superintendent. In addition, the Superintendent and the Association President shall be members ex-officio of the Council.

For the purpose of providing background information for the disposition of a specific item the Council shall have the power to expand its membership or to call in professional advisors, parents, students or other persons.

Term of appointment and election of officers shall be determined by the Council.

Instructional Council shall deal with curriculum and the instructional process. Meetings shall be every other month.

An Advisory Council consisting of Instructional Council members and the building principal shall be established at each of the schools to meet about

building issues and concerns. Meetings shall alternate every other month with Instructional Council meetings.

C. Clerical Assistance

Secretarial and clerical assistance shall be provided for the Council by the Board where practicable.

D. Exclusions

Matters to be brought before the Instructional Council will not include those defined as salary and fringe benefits, items subject to grievance procedure, or those dealing with personal matters. The Council shall have no authority to make policy, alter existing policy, or in any way depart from established policy, or in any way depart from established administrative or Board regulations, nor shall it have authority to make commitments for expenditures of funds.

E. Reports

The Board will consider all written recommendations submitted by the Council including minority reports. The Council will be advised by the Superintendent of the disposition of all such recommendations.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definitions

A “grievance” shall mean a complaint by a teacher (1) that there has been as to the grievant a violation, misinterpretation or inequitable application of any provisions of the Agreement, or (2) that the teacher has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting teachers, except that the term “grievance” shall not apply to any matter as to which (a) a method of review is required either by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or (b) the Board of Education is without legal authority to act, or (c) a complaint of a non-tenure teacher which arises by reason of not being re-employed.

B. Grievances shall be settled and determined according to the procedures described below. Grievances may be submitted at the lowest appropriate level. The purpose of the procedure is to secure, at the lowest appropriate level, equitable solutions to the problems which may affect teachers. All grievances shall be submitted and processed using a form mutually agreed upon by the Board

and the Association. Therefore, all such submissions and replies shall be in writing after the initial attempt at settlement under Step 1.

Step 1 Building Principal or Director of Special Services. A Teacher with a grievance shall first discuss it with his Building Principal or Director of Special Services, as appropriate, within ten (10) working days of the occurrence. If a satisfactory settlement is not reached, the grievance shall be reduced to writing within five (5) working days after the Principal's /Director's decision and resubmitted to the Building Principal/Director. If a satisfactory settlement still is not reached with ten (10) working days after its submission, the matter may then be submitted under Step 2.

Step 2 Superintendent. The teacher or the Chairperson of the Grievance Committee shall refer the grievance to the Superintendent of Schools within ten (10) working days after the disposition at Step 1. The Superintendent shall render a decision within ten (10) working days after receipt of said grievance. If a satisfactory settlement is not reached, the matter may then be referred to Step 3.

Step 3 Board of Education. The teacher or the Chairperson of the Grievance Committee shall refer it to the Board within ten (10) working days. The Board shall render its decision within thirty-one (31) working days from the receipt of said grievance.

Any grievance not settled in accordance with the above procedures may be submitted by either party to arbitration as described in Article VII.

C. Representation

An aggrieved teacher may be represented at all stages of the Grievance Procedure by a representative selected or approved by the Association.

In any event, after the grievance is submitted in writing, the Association shall have the right to be present at all stages of the Grievance Procedure to protect its interest in the contract.

D. Limitation

A grievance must be presented under the Grievance Procedures described herein within ten (10) working days of the occurrence of the condition giving rise to the grievance or from the time when the teacher can reasonably be expected to be aware of the grievance. Otherwise, if action is taken at a later date, it shall be considered that there is no grievance under this Agreement.

Should any appeal from the disposition of a grievance by a representative of the administration not be taken by the Association or the teacher within the time

limits set forth in B of this Article, then the grievance shall be considered settled and any further action under the Grievance Procedure shall be forever barred.

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 agreement.

E. Group Grievances

A grievance affecting a group of teachers may be submitted in writing at the lowest appropriate level. Such a grievance defined by A may be processed in accordance with B. Said grievance must be signed by one of the aggrieved or by the Association President, but a listing of all names of the aggrieved shall be shown on the grievance.

ARTICLE VII

ARBITRATION

A. Intent

It is the intent of the parties to this Agreement that the arbitration procedure herein shall serve as a means for the peaceable settlement of grievances that may arise between them which are not settled under Article VI. If a request for arbitration is made by either party, the rules and procedures of the Public Employees Relations Commission (PERC) shall govern except as otherwise provided herein.

B. Arbitrator's Recommendations

The recommendations of the arbitrator shall be final and binding on grievances processed as a violation, misinterpretation or inequitable application of any of the provisions of the Agreement per Article VI, A (1) and shall be only advisory for all grievances processed per Article VI, A (2) except as otherwise required by law.

C. Appeal Procedure

If a grievance is not satisfactorily settled under Article VI B, Step 3, it may be submitted to arbitration by the Association at its discretion, provided notice in writing of the intent to do so is given to the Board within five (5) working days of the decision under Article VI B, Step 3.

D. Selection of Arbitrator

After giving notice of intent to arbitrate as provided in C above, the Association must, within ten (10) working days thereafter, submit its request to the Public Employment Relations Commission for the appointment of an arbitrator in accordance with its rules and procedures. Failure to comply with the provisions of the Article shall make the decision of the Board final and conclusive on said grievance unless the time limits herein provided for are extended by mutual agreement.

E. Single Arbitration

Each grievance will be arbitrated separately except those of a similar nature pursuant to mutual agreement.

F. Arbitrator's Jurisdiction

The arbitrator shall be limited to the issues submitted and shall consider nothing else. Further, the arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any applicable policy of the Board.

G. Presentation of Evidence

The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

H. Arbitration Expenses

The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by both parties. Any other expenses shall be paid by the party incurring the same.

ARTICLE VIII

TEACHER EVALUATION

A. Observations

All monitoring or observations of teachers shall be open and with the knowledge of the teacher. Copies of classroom observation reports shall be given to the teacher who will confer with the person making the observation within ten (10) days of the observation. Teacher observations for the purpose of evaluation may be made by the Superintendent of Schools and/or a regularly employed designee as well as the building principal or immediate supervisor, each of whom shall hold the required certification for such observation. The teacher has the right to submit a written rebuttal within ten (10) days of the conference.

B. Evaluation

Teacher evaluations may be made by the Superintendent of Schools and/or a regularly employed designee, as well as the building principal or immediate supervisor, each of whom shall hold the required certification for such evaluation. The evaluation will be discussed with the teacher. It shall be based on classroom observations and all other pertinent information available to the evaluator. All evaluation reports shall contain reference to the strengths as well as the weaknesses of the teacher with the constructive suggestions as to how the teacher might improve performance. The evaluation report shall be signed by the teacher; however, signing does not necessarily signify agreement with everything contained therein. No teacher shall be required to sign a blank or incomplete report. The teacher will have the right to submit a written rebuttal within ten (10) days of the evaluation conference.

Frequency of Evaluation

There shall be at least one evaluation report per year for tenured teachers. Non-tenured teachers shall be evaluated in accordance with NJSA 18A.27-3.1.

Personnel Files

No report shall be placed in a teacher's file without notification. Upon notice to the teacher of the placement of a report in the file, the teacher shall be given the right to examine it and respond thereto. All teachers' files shall be confidential, and no separate file of which the teacher has no knowledge shall be kept by the district. The teacher may review his/her personnel file.

Except for normally retained confidential records, materials other than formal evaluation materials shall be removed from a teacher's file at his or her request after five (5) school years.

Evaluation Conference

A teacher can see the evaluation report at least one day before the conference.

ARTICLE IX

LEAVES OF ABSENCE

A. Sick Leave

Employees shall be entitled to ten (10) days leave per year for personal illness which are cumulative; and twenty (20) days leave per year for person illness, which are non-cumulative. The non-cumulative sick leave days may be used when

the employee has used all accumulated sick leave days. The employee may request the Board to pay said employee each day's salary less the pay of a substitute in accordance with the provisions of NJSA 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 Superintendent.

The Superintendent may require an employee to present a doctor's statement or proof of illness for any sick leave of absence.

Employees will be notified by October 1 of each year of the amount of unused cumulative sick leave.

Teachers shall be given a separate accounting of their tiered days by January 1, 2005; October 1, 2005; thereafter every October 1.

According to the State law every person holding a position in a school district in New Jersey who enters the armed forces shall be granted a leave of absence for the period of such service and for further periods under certain conditions.

The laws in effect at the time will govern military leaves, the rights thereunder and benefits available.

B. Urgent Personal Business

A teacher shall be granted two (2) days leave per school year for urgent personal business matters. Unused personal leave days shall be accumulated up to a maximum of ten (10) days. No personal days of absence shall be allowed when such days are taken during the first day immediately preceding or the first day immediately following a regularly scheduled school recess or vacation without sufficient reason presented to the Superintendent for determination.

Any unused personal business days above ten (10) shall be added to the individual's unused sick leave.

C. Emergency Leave

Emergency leave not to exceed a total of five (5) days per occurrence with pay will be granted by the Superintendent for the following reasons:

1. Serious illness in the immediate family. Immediate family shall mean spouse, child, mother, father, brother, sister, grandparent, or a relative who lives within the household of the staff member.
2. Death in the immediate family. Immediate family shall mean spouse, child grandchild, son/daughter-in-law, parent, parent-in-law, grandparent, brother,

sister, or a relative who lives within the household. The absence may precede, include, or follow the death of a member of the immediate family.

3. Absence due to death in non-immediate family. Non-immediate family shall mean niece, nephew, aunt, uncle, cousin, brother-in-law, sister-in-law, not living in the household of the staff member. The absence may precede the funeral or follow the death of a member of the family. Absence in this case shall be allowed, with pay, for the day of the funeral. In the event that travel is needed to attend the funeral, two additional emergency leave days may be granted by the superintendent.

4. Court Order. Absence from school by reason of a subpoena or legal process issued by any court shall be allowed, with pay, provided that the subpoena is filed with the Superintendent.

D. Child Care Leave

The Board of Education shall grant a leave of absence for child care reasons to a tenured member upon written request which demonstrates a need or compelling reason. A tenured member may choose to use accumulated sick leave days for a period of disability associated with a pregnancy.

Similarly, a non-tenured member may be granted child care leave at the discretion of the Superintendent. The non-tenured member's child care leave period shall not be counted for tenure purposes.

A teacher on child care leave has the option of taking an additional school year of leave beyond the year the leave commenced as an extension of the initial leave; however, successive child care leaves must be separated by at least one full academic year of service.

E. Insurance Benefits

All insurance provided by the Board shall be provided to employees on extended leaves of absence for the duration of the school year in which the leave commenced.

ARTICLE X

INSURANCE

Except for members currently employed at less than 3/5 time, and except in those situations outlined elsewhere in this Article, all insured health benefits shall be available to all currently employed bargaining unit members at no cost to the member. For employees who elect HMO participation in lieu of indemnity plan coverage, the Board will pay the HMO cost up to the amount charged by the

Board's current insurance carrier for medical indemnity coverage. At the employee's request, this amount may be supplemented by an offsetting amount from the employee's Health Care Spending Account.

Beginning July 1, 1993, all new members employed at less than full time shall receive insured health benefits for the employee only paid by the Board in proportion to the member's work time, provided the member pays the balance of the cost of the insured health benefits. The member also will have the right to obtain family coverage by paying the entire incremental cost. **Once tenured, the family coverage will also be paid at incremental cost.**

If two employees of the district, either one who is on the payroll prior to the execution of this agreement, are married to each other, and one spouse elects PPO coverage while the other elects HMO/POS coverage, the Board will provide insurance coverage for each on a single basis. Alternately, the Board will provide coverage for one family unit, either within the HMO /POS or under the provisions of the PPO.

The Board will provide all employees covered by the contract a PPO with a \$15 co-pay. Tenured employees shall have a \$300 individual and \$600 family annual deductible for out of network doctors/medical care. Tenured employees shall have an out of pocket maximum, after the deductible, of \$500 individual and \$900 family for out of network doctors/medical care. Non-tenured employees shall have single coverage until they become tenured.

Emergency Room Co-Pay shall be \$75.

Dental benefits paid by the Board shall be \$2000 per person in the family per year.

The Board shall pay \$100 per person in the family for eyeglasses per year and for one eye exam per person in the family per year.

A child care flexible spending account may be established by the employee.

Subject to the provisions listed above, the Board will provide dental insurance coverage for employees and eligible dependents. Coverage will be provided according to the schedule of reasonable and customary charges as currently outlined in the master Agreement between the insurance carrier and the Board. There will be a \$75 per individual and \$150 per family annual deductible, with a maximum limit of \$2,000 in benefits per person, per calendar year, with orthodontia limited to \$750 per person lifetime.

Subject to the provision listed above, the Board will provide a prescription plan with a \$5 co-pay for generic drugs, a \$16 co-pay for brand name drugs, and a \$20 co-pay for non-formulary drugs. This plan will include prescription contraceptives.

The Board retains the right to change insurance carriers as long as the coverage provided is equal or better than that of the current carrier. The Board will advise the Association when any change in carriers is being considered.

Except as provided in Article IX, Leave of Absence, Section E, Insurance benefits, members of the bargaining unit on an approved leave of absence without pay, at their option, may continue their health benefits with all premiums to be paid by the member, provided said procedure is allowed by the insurance carrier.

Any member of the bargaining unit may have the option of continuing to carry all insurance upon retirement at the prevailing group rate, provided said procedure is allowed by the insurance carrier.

ARTICLE XI

FUNDS FOR PROFESSIONAL IMPROVEMENT

A. Funds for Professional Improvement (FFPI)

The sum of \$49,000 in the 2004-05 school year; \$53,000 in the 2005-06 school year; and \$57,000 in the 2006-07 school year shall be made available for the purpose of selected in-service educational programs, financing the costs incidental to a teacher visitation program and/or financing, in whole or in part, any other program, project, or effort which, in the opinion of the Superintendent and the Association's designee, advances the goal of improving instruction.

Substitutes will be paid in the following sequence per occurrence:

- Day 1 - Board of Education pays cost of substitute
- Day 2 & 3- FFPI pays cost of substitute
- More than 3 days - Staff member pays cost of substitute

When a teacher receives approval for field trips or out of school activities with students, those days shall not be counted as professional days.

When a teacher is required by a supervisor to work in-district during a working school day, the day shall not be counted as a professional day.

Funds For Professional Improvement (FFPI) shall not be used for writing curriculum. Funds may be used for enriching the existing curriculum. FFPI funds shall be used for teacher initiated professional development.

B. Application

Any teacher or group of teachers shall be eligible to apply for funds to be used as described above. Application shall be made by proposal on prescribed form in sufficient time for the following procedures to be completed:

1. The applicant shall present the proposal to his/her building principal or direct administrative supervisor who will recommend for or against approval.
2. All proposals then shall be presented to the FFPI Committee for review and recommendation and then to the Superintendent.
3. The final determination of whether or not the grant shall be awarded, and in what amount, will be made by the Superintendent.

C. Payment/Reimbursement

Staff members must submit completed reimbursement paperwork within 60 days of attendance of conference.
FFPI payment/reimbursement shall be within 60 days of submission of completed paperwork.

D. Unused Funds

Unused funds shall accumulate for utilization in each successive contract year unless the parties agree to the contrary.

ARTICLE XII

BOARD PREROGATIVES

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement in accordance with applicable laws and regulations, (a) to direct teachers of the school district, (b) to hire, promote, transfer, assign, and retain teachers in positions within the school district, and for just cause to suspend, demote, discharge, or take other disciplinary action against teacher, (c) to relieve teachers from duties because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

Notwithstanding the above, the Board will not replace an existing full-time position with two or more part time positions unless there is a substantive change in assignment.

ARTICLE XIII

ASSOCIATION RIGHTS

A. Association Business

Association officers and committee may perform Association business during the school day provided, however, that such business shall not take place during, or infringe upon, the assigned duty of any staff member. Association meetings may be conducted on school premises provided authorization is obtained from appropriate administrative officers.

B. Bulletin Boards

Posters or announcements pertaining to Association affairs will not be posted on bulletin boards, or in any area accessible to the public or the students, unless such have first been approved by the appropriate administrative officer. The Association shall have in each school building the exclusive use of a bulletin board in each faculty room. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

C. School Facilities

The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

D. Visitation Procedure

Association state and national representatives will first report to the principal before visiting the school or meeting with individual teachers during normal school hours, provided it does not interfere with the professional responsibilities of the staff.

E. Information

The Board agrees to furnish to the Association, in response to reasonable requests, available information concerning the educational programs and the financial resources of the district.

F. Association's Released Time

The Board shall provide the Association President with five (5) individual teacher days of released time annually to conduct Association business as needed, and the President shall not be assigned a duty period during the term of office. All

attempts shall be made to schedule the release and preparation time at the end of the day.

ARTICLE XIV

SALARY PROVISION

A. Salary

The salary guide and provisions applicable to all persons covered by this Agreement are set forth in Schedule A which is annexed hereto and made a part hereof.

We want to maintain the ability to remain competitive with the county and state so that we may attract top level staff members.

Salaries shall increase over the life of the contract as follows:

Effective July 1, 2004 – 5 % Inclusive of increment

Effective July 1, 2005 – 5 % Inclusive of increment

Effective July 1, 2006 – 5.25% Inclusive of increment

B. Extra Compensation

Extra compensation for athletic coaches, co-curricular advisors, and club advisors shall be set forth in Schedule B, Schedule C, and Schedule D annexed hereto and made a part hereof.

Coaches shall receive an evaluation within 15 school days of the end of each coaching season. Coaches who are not being rehired shall be notified within 15 school days of the end of each coaching season.

Coaches who are not planning to return or who do not wish to be considered for a particular coaching position must inform the Athletic Director within 15 school days of their evaluation.

If there are extenuating circumstances the matter may be taken under advisement.

C. Eligibility Requirements

To be eligible for service increments and/or adjustments, the teacher shall have performed satisfactory service and shall have been recommended by the Principal and Superintendent.

D. Appeal Procedure

A teacher under tenure denied the increment or adjustment will be advised accordingly and has the right to appeal the case to the Board, provided the appeal

is made in writing, through proper channels to the Superintendent, who will in turn submit the written appeal to the Board.

Any appeal from the action of the Board to withhold an increment or adjustment or any part thereof from a teacher shall be to the Commissioner of Education.

ARTICLE XV

DEDUCTION FROM SALARY

The Board agrees to make deductions from salaries in compliance with NJSA 52:14-15.9e and under rules established by the State Board of Education.

ARTICLE XVI

NON-TEACHING DUTIES

The practice of asking teachers to give up their preparation period to cover absent teacher assignments is to be discouraged.

All teachers will be assured a duty free lunch period of the same duration as is afforded the students.

Teachers shall not be required to drive students. Reimbursement shall be at the IRS rate in effect at the beginning of the school year. In addition, teachers who do not transport students but use their vehicles for authorized activities shall be reimbursed at the IRS rate.

Class coverage compensation when regular substitutes are not available shall be at the rate of \$33 per class period for the 2004-2007 contract. When class coverage is required for teachers assigned a duty due to a school activity, compensation will be at the same rate. The administration will make every effort to distribute the class coverages equally.

Compensation for coverage of double period classes shall be pro-rated per period.

Members who chaperone overnight student trips, and who do not otherwise receive compensation for such a student activity, shall receive a stipend of \$100 for each overnight.

ARTICLE XVII

PERSONAL AND ACADEMIC FREEDOM

A. Purpose

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Metuchen School District, and they acknowledge the fundamental need to protect teachers from unwarranted censorship or restraint.

B. Personal Life of Teacher

The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly assigned functions during the work day.

ARTICLE XVIII

NOTIFICATION OF ASSIGNMENTS

Every reasonable effort will be made to notify all teaching staff members of their tentative teaching assignments for the following school year by June 15.

ARTICLE XIX

TRANSFERS AND PROMOTIONS

The staff will be notified, in writing, of all vacancies occurring during the school year.

At the close of the school year, those persons desirous of being considered for positions which may occur while school is in recess for the summer shall so notify the Superintendent, in writing, of the position or positions for which they would like to be considered. If openings occur while school is in recess for the summer, the Superintendent shall notify, in writing, those persons who expressed an interest in the open position or positions.

Notice of a transfer or reassignment shall be given as soon as practicable, and, except in cases resulting from illness, death or resignation, no later than June 15th if at all possible. Individuals **who** are reassigned or transferred building to building shall be given one additional personal day in order to compensate for setting up a classroom during a summer month. A time sheet shall be submitted to the receiving principal.

ARTICLE XX

PROFESSIONAL DEVELOPMENT

The Board has an ongoing goal to provide a program of staff development including self-evaluation, workshops, visitations, graduate study, in-service activities, etc. The Board and the administration welcome suggestions for such activities from all members of the district staff, including the Instructional Council.

An in-service committee, comprised of a professional representative from each school, appointed by the Association President, and two administrators, appointed by the Superintendent, will be created in order to develop and recommend to the Asst. Superintendent in-service training programs. The final decision on programs shall be that of the administration.

The local Professional Development Committee shall meet during scheduled school days and may be given release time once a month with prior approval of the Superintendent of Schools.

The District will provide a minimum of 15 hours of in-service that would satisfy the state requirement for the Professional Development hours.

Teachers shall have the right to attend evening, weekend, or summer workshops equaling five hours in lieu of attending a February Board in-service day for the five professional development hours.

If the February in-service day is needed as an emergency make-up day, the rescheduled in-service day will be added to the calendar in June.

Professional Development must be applicable to your teaching assignment and must be approved by the Superintendent.

Continuing Education Credit –For staff hired prior to July 1, 2004, each group of five (5) CEU credits (50 hours) shall be paid at the rate of \$150. For the state implemented professional improvement plan requiring 100 hours of teacher training, teachers will have a five year period within which to comply, as per state regulations.

For staff hired after July 1, 2004, each group of five CEU credits (50 hours) will be paid a one time stipend of \$150, which will not become part of the base salary.

CEU adjustments in salary will be made twice a year:

February 15, and June 30. All requests for CEU adjustments must be in by January 15 and May 15.

Tenured and non-tenured teachers enrolled in approved graduate courses will be eligible for reimbursement in a calendar year for the cost of up to **\$1,200**. Teachers who intend to enroll in other courses may apply for approval for reimbursements to the Superintendent of Schools.

No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, said employee shall not be involuntarily assigned again until all other qualified employees have been assigned.

Mentors for alternate route teachers shall receive \$1000 for the academic school year, which shall be pensionable.

Mentors for provisional teachers shall receive \$550 for the academic school year, which shall be pensionable.

All fees connected with the mentoring program and all licensing costs shall be paid by the Board. Because of the need for the mentor and the mentee to observe one another and to plan certain lessons together, appropriate released time will be provided both teachers by the district for this purpose. The time will be exclusive of scheduled prep time and shall be within student contact time.

Negotiations will be reopened when State funds become available.

A teacher who has been asked to *unofficially* mentor a new teacher shall be granted 3 district CEU credits (30 hours) as compensation for his/her time. A log of the hours shall be recorded and submitted.

ARTICLE XXI

SCHOOL CALENDAR

The total number of work days for ten month employees shall be 185 days. All days in excess of 181 will be allocated for professional development. Any staff member working past the contract time of 185 days in performing his/her regular assignment and/or professional responsibilities will be paid at the per diem rate.

A proposed three year school calendar shall be developed by a committee of four teachers appointed by the association, two administrators appointed by the Board and four parents agreed upon by the administration and the Association. The calendars will comprise the period covered by this agreement. The committee will submit its proposed calendar to the Board by January 1.

ARTICLE XXII

SCHOOL DAY

The Association and the Board mutually agree that the retention of quality employees and the preservation and enhancement of the existing educational program are primary goals of the school district. The Association and the Board also agree that the achievement of each of these goals may be facilitated through the adoption of flexible working arrangements.

A. Teacher Instructional/Contact Time

1. Instructional time is time spent teaching. A standard teaching assignment at Edgar Middle School and Metuchen High School shall be five instructional periods (Edgar=47 minutes, MHS=45), with one duty period and at least one preparation period. A teacher can be assigned an additional period of instruction in lieu of the duty period and will receive a stipend for that additional period of instruction.
2. Homeroom is contact time with students that will include the responsibilities of attendance, lunch count and distribution of papers. At Edgar Middle School and Metuchen High School the regular homeroom schedule shall not exceed 10 minutes.

In the event there is any further reorganization, any change in instructional time must be negotiated with the Association.

B. Extra Teaching Assignments

Staff at Edgar Middle School and Metuchen High School shall be compensated for any additional instructional time assigned above the five instructional periods. Compensation shall be added to the base pay, only during the year in which such additional instruction is assigned, as follows:

2004-2005 - \$4,000

2005-2006 - \$4,500

2006-2007 - \$5,000

Staff will be asked for volunteers first.

C. Teacher Planning Time

Teachers at Moss School shall have at least a daily 30 minute planning/preparation period per session. All reasonable efforts shall be made not to split the preparation period.

Teachers at Campbell School shall have at least a 40 minute planning/preparation period daily. All reasonable efforts shall be made not to split the preparation period.

Teachers at Edgar Middle School shall have at least one planning/preparation period equal to a teaching period. All reasonable efforts shall be made not to split a preparation period.

Teachers at Metuchen High School shall have at least one preparation period equal to a teaching period. All reasonable efforts shall be made not to split a preparation period.

D. Meetings

1. Faculty Meetings

Faculty meetings must begin within 15 minutes of student dismissal unless an emergency exists.

Faculty meeting duration shall not exceed one hour, unless an emergency arises.

2. Other Meetings

There will be one additional meeting per month for the purpose of working on curriculum or articulation. Meetings may be held before or after school, within the parameters of the contract day at each school.

E. Parent Conferences

Teachers will be provided early release time for evening conferences equal to the scheduled conference time. There will be no more than two (2) evening conferences per year for grades K – 8 and no more than one (1) evening per year at the high school.

During teacher conferences if a teacher has filled his/her allotted conference times, he/she can request release time from the principal to complete the conference. A substitute can be provided at the discretion of the principal.

F. Course/Class Preparations

Every effort shall be made to limit teachers in grades 6-12 to no more than three (3) preparations, unless requested by a staff member. A person assigned/requesting five (5) preparations shall have a second preparation period in lieu of a duty period.

Every effort shall be made not to give new teachers an extra teaching assignment.

G. Part- Time Staff

A part- time teacher is defined as one who is employed on a regular basis for the school year, but for less than the full school day or week.

Part- time teachers shall receive pro-rated salary based on the Teachers Salary guide.

Part- time teachers who teach three (3) classes or 15 periods per week will also have preparation time of 30 minutes per day.

Every effort shall be made to have a part-time teacher teach consecutive periods.

H. In-Class Support

Because of the need for the regular education classroom teacher and the special education teacher to plan lessons together, planning time, which occurs outside of the regularly scheduled school day, shall be compensated at the rate of \$33 per session for the 2004-2007 contract. Teachers shall be limited to one session per week for each in-class support section period. Double period classes shall be considered as two in-class support periods for planning purposes.

I. Shared Staff

1. Staff who travel between school buildings shall not have a duty.
2. Staff shared between buildings shall have the same release time for conferences as non-traveling staff members. Substitutes should be provided at the other school.
3. Staff shared between buildings shall attend faculty meetings at the building where they end the teaching day.
4. Shared staff shall have one back to school night. Staff who attend more than one back to school night because of assignments shall be compensated at their hourly rate.

J. Flexitime

1. By mutual agreement between the individual employee and the administration, employees may assume a “flexible work daily schedule” in which an employee’s student contact time may begin before or extend beyond the normal “school day” for a particular school building. However, total daily student contact shall not exceed prior practice. The employee’s school day shall be continuous.

2. The Association and the Board agree that request for consideration of alternative working arrangements outlined in Paragraph 1 above shall not be arbitrary and capricious but will be made only for sound reasons. As with all working conditions, the provisions of this Article are subject to the provisions of Article VI-Grievance Procedure, and Article VII- Arbitration.

3. Either the individual employee who wishes to be considered for a flexible working schedule or the administration may initiate the request for an individual to work according to a flexible schedule. In either case, the request should be submitted in writing no later than May 15 for the following school year.

4. The Association shall be notified of any such request, whether initiated by the administration or the individual, within five days of such request being made.

K. Reduction in Force (RIF)

Although the Board reserves the right to effectuate a reduction in force (RIF) in accordance with the law at any time, it is agreed that the provisions of this article normally shall not be used to lay off existing professional staff.

ARTICLE XXIII

JUDICIAL AND/OR ADMINISTRATIVE RULINGS

It is understood by all parties that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE XXIV

SEPARABILITY

If any provision of this Agreement is or shall at any time be contrary to law, the balance of the Agreement shall remain in full force and effect.

ARTICLE XXV

REPRESENTATION FEE

Prior to November 1 of each academic year the Association may elect to assess all contracted employees covered by this Agreement, who are not members of the Association, a representation fee for services rendered by the Association, at the maximum level permitted by law. Such a fee shall be deducted from salary and transmitted to the Association in the same manner as are dues of Association members.

ARTICLE XXVI

DURATION

This Agreement shall remain in full force and effect from July 1, 2004 through June 30, 2007. Passage of any legislation which affect the agreed salary schedules automatically will reopen negotiations for salary schedules only.

**SCHEDULE A
TEACHERS SALARY GUIDE
2004-2005**

| Step | Years | Group 1 | Group 2 | Group 3 | Group 4 | Group 5 |
|------|-------|---------|---------|---------|---------|---------|
| | | BA | BA + 30 | MA | MA + 30 | DOCT |
| A | 1 | 37,800 | 38,745 | 39,690 | 40,635 | 41,580 |
| B | 2 | 38,450 | 39,411 | 40,373 | 41,334 | 42,295 |
| C | 3 | 39,350 | 40,334 | 41,318 | 42,301 | 43,285 |
| D | 4 | 40,350 | 41,359 | 42,368 | 43,376 | 44,385 |
| E | 5 | 41,450 | 42,486 | 43,523 | 44,559 | 45,595 |
| F | 6 | 42,650 | 43,716 | 44,783 | 45,849 | 46,915 |
| G | 7 | 44,100 | 45,203 | 46,305 | 47,408 | 48,510 |
| H | 8 | 47,300 | 48,483 | 49,665 | 50,848 | 52,030 |
| I | 9 | 51,350 | 52,634 | 53,918 | 55,201 | 56,485 |
| J | 10 | 55,400 | 56,785 | 58,170 | 59,555 | 60,940 |
| K | 11 | 59,700 | 61,193 | 62,685 | 64,178 | 65,670 |
| L | 12 | 64,300 | 65,908 | 67,515 | 69,123 | 70,730 |
| M | 13 | 69,100 | 70,828 | 72,555 | 74,283 | 76,010 |

Teachers will be paid above the appropriate step on the base salary guide for academic degrees at the following rate:

- Bachelor's Plus 30 credits = 2.5%
- Master's = 5%
- Master's plus 30 credits = 7.5%
- Doctorate = 10%

Teachers who have completed at least one year of service at the top of the **guide** will be paid above the combined total of their appropriate guide salary, degree premium and CEU payment at the following rate for completed full years of service in the district.

- 5 Years - 2.00%
- 10 Years - 2.50%
- 15 Years - 3.00%
- 20 Years - 3.50%
- 25 Years - 4.00%
- 30 Years - 4.50%

**SCHEDULE A
TEACHERS SALARY GUIDE
2005-2006**

| Step | Years | Group 1 | Group 2 | Group 3 | Group 4 | Group 5 |
|------|-------|---------|---------|---------|---------|---------|
| | | BA | BA + 30 | MA | MA + 30 | DOCT |
| A | 1 | 39,200 | 40,180 | 41,160 | 42,140 | 43,120 |
| B | 2 | 40,000 | 41,000 | 42,000 | 43,000 | 44,000 |
| C | 3 | 40,900 | 41,923 | 42,945 | 43,968 | 44,990 |
| D | 4 | 41,900 | 42,948 | 43,995 | 45,043 | 46,090 |
| E | 5 | 43,100 | 44,178 | 45,255 | 46,333 | 47,410 |
| F | 6 | 44,400 | 45,510 | 46,620 | 47,730 | 48,840 |
| G | 7 | 46,075 | 47,227 | 48,379 | 49,531 | 50,683 |
| H | 8 | 49,375 | 50,609 | 51,844 | 53,078 | 54,313 |
| I | 9 | 53,000 | 54,325 | 55,650 | 56,975 | 58,300 |
| J | 10 | 56,900 | 58,323 | 59,745 | 61,168 | 62,590 |
| K | 11 | 61,000 | 62,525 | 64,050 | 65,575 | 67,100 |
| L | 12 | 65,500 | 67,138 | 68,775 | 70,413 | 72,050 |
| M | 13 | 70,450 | 72,211 | 73,973 | 75,734 | 77,495 |

Teachers will be paid above the appropriate step on the base salary guide for academic degrees at the following rate:

- Bachelor's Plus 30 credits = 2.5%
- Master's = 5%
- Master's plus 30 credits = 7.5%
- Doctorate = 10%

Teachers who have completed at least one year of service at the top of the **guide** will be paid above the combined total of their appropriate guide salary, degree premium and CEU payment at the following rate for completed full years of service in the district.

- 5 Years - 2.00%
- 10 Years - 2.50%
- 15 Years - 3.00%
- 20 Years - 3.50%
- 25 Years - 4.00%
- 30 Years - 4.50%

**SCHEDULE A
TEACHERS SALARY GUIDE
2006-2007**

| Step | Years | Group 1 | Group 2 | Group 3 | Group 4 | Group 5 |
|------|-------|---------|---------|---------|---------|---------|
| | | BA | BA + 30 | MA | MA + 30 | DOCT |
| A | 1 | 41,000 | 42,025 | 43,050 | 44,075 | 45,100 |
| B | 2 | 41,800 | 42,845 | 43,890 | 44,935 | 45,980 |
| C | 3 | 42,650 | 43,716 | 44,783 | 45,849 | 46,915 |
| D | 4 | 43,450 | 44,536 | 45,623 | 46,709 | 47,795 |
| E | 5 | 44,650 | 45,766 | 46,883 | 47,999 | 49,115 |
| F | 6 | 45,950 | 47,099 | 48,248 | 49,396 | 50,545 |
| G | 7 | 47,550 | 48,739 | 49,928 | 51,116 | 52,305 |
| H | 8 | 50,850 | 52,121 | 53,393 | 54,664 | 55,935 |
| I | 9 | 54,450 | 55,811 | 57,173 | 58,534 | 59,895 |
| J | 10 | 58,250 | 59,706 | 61,163 | 62,619 | 64,075 |
| K | 11 | 62,450 | 64,011 | 65,573 | 67,134 | 68,695 |
| L | 12 | 67,100 | 68,778 | 70,455 | 72,133 | 73,810 |
| M | 13 | 72,100 | 73,903 | 75,705 | 77,508 | 79,310 |

Teachers will be paid above the appropriate step on the base salary guide for academic degrees at the following rate:

- Bachelor's Plus 30 credits = 2.5%
- Master's = 5%
- Master's plus 30 credits = 7.5%
- Doctorate = 10%

Teachers who have completed at least one year of service at the top of the **guide** will be paid above the combined total of their appropriate guide salary, degree premium and CEU payment at the following rate for completed full years of service in the district.

- 5 Years - 2.00%
- 10 Years - 2.50%
- 15 Years - 3.00%
- 20 Years - 4.50%
- 25 Years - 5.00%
- 30 Years - 5.50%

1. Up to full credit may be granted for prior teaching and related service.
2. A maximum of four (4) years credit will be granted for military service.
3. Non-degree teachers will be paid \$600 less than their appropriate place on the scale for Group A.

4. Terminal Leave

(a) Teachers who retire during the term of this contract shall receive \$35 per day for all unused sick days and personal business days accumulated prior to June 30, 1993. For all such days accumulated July 1, 1993 or later, teachers shall be compensated \$45 per day. From July 1, 2001 sick and personal days will be paid at \$50 per day. Payments will be made in like amounts to a teacher's estate for those who die in active service.

Teachers shall be given a separate accounting of their tiered days by January 1, 2005; October 1, 2005; thereafter every October 1.

(b) Tenured teachers who leave the district during the term of this contract shall receive \$21 per day for all unused accumulated sick day and personal business days.

(c) Sick days and personal business days used by a member beyond those provided under Article IX shall first be charged against those accumulated prior to July 1, 1993.

5. Service increments and/or adjustments are not automatic and may be withheld by the Board for inefficiency or other just cause.

6. The salary for the school psychologist(s) shall be based on a ratio of 1.15 of the teacher salary guide. All psychologists hired after June 30, 2001 shall be paid on the current certified guide.

Metuchen Education Association

Metuchen Board of
Education

by _____

by _____

Date _____

Date _____