

AGREEMENT

for

PROFESSIONAL EMPLOYEES

between

**BOARD OF EDUCATION
EDISON TOWNSHIP
NEW JERSEY**

and

**EDISON TOWNSHIP
EDUCATION ASSOCIATION**

July 1, 2005 – June 30, 2008

TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble	1
I	Recognition.....	1
II	Negotiations of Successor Agreement	2
III	Board Policies.....	3
IV	Grievance Procedure.....	3
V	Teacher and Board Rights.....	6
VI	Association Rights and Privileges	7
VII	School Calendar/Work Year	8
VIII	Teaching Hours/Teaching Loads.....	10
IX	Class Size.....	16
X	Non-Teaching Duties.....	16
XI	Teacher Employment	17
XII	Teacher Assignment.....	17
XIII	Transfers and Reassignments.....	17
XIV	Promotions and Vacancies.....	18
XV	Adult & Summer School, Summer Workshops, Home Instruction, Supplemental Instruction, and Federal Programs	20
XVI	Teacher Evaluation.....	21
XVII	Instructional Duties of Teachers	24
XVIII	Teacher Facilities	24
XIX	Curriculum Coordinating Committee	25
XX	Leaves of Absence	25
XXI	Sabbatical Leaves	30
XXII	Substitutes and Class Coverage	31
XXIII	Student Control and Discipline	32
XXIV	Health Insurance	32
XXV	Personal and Academic Freedom	34
XXVI	Graduate Studies.....	34
XXVII	Staff Development Workshops/ Continuing Education Requirements	35
XXVIII	Deductions from Salary	37
XXIX	Miscellaneous Provisions	37
XXX	Salary Guide.....	39
XXXI	Salary Provisions.....	39
XXXII	Extra Pay for Extra Services.....	42
XXXIII	Duration.....	47
	Index.....	48
	Glossary	51

PREAMBLE

This Agreement signed this 19th December 2005, 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, special education transition specialists, nurses, librarians, co-curricular liaison persons, coaches, athletic trainers, guidance counselors, psychologists, learning disability teacher consultants, social workers, and student assistance counselors 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

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

ARTICLE II
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 will be available for review in the office of the Principal and the school library.

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 him or her.

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. 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.
2. In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year. If this process is not possible, language cited in C.1. is placed in effect.
3. Level I:
 - a. Any teacher, who has a concern/problem 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 grievant may choose to have the Association's designated representative discuss

the grievance in question. This discussion should commence no later than fifteen (15) school days after the concern/problem 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, 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 Level I conference is meant to be informal in nature. The concern/problem should be clearly presented, and solutions or suggestions to address the concern may be offered by the individual. Every effort should be made to consider all reasonable 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.
- d. If the concern/problem is not resolved satisfactorily through an informal discussion, then the grievant should move to Level II procedures, and file a formal written grievance with the principal or immediate supervisor, through the Association Representative. The Association Representative must fill out an Initial Complaint Form and send that completed form to the Association office in order to formally initiate the Level II procedure. The grievance must then be presented, in writing, within thirty (30) calendar days to the Association's Professional Rights and Responsibilities (PR&R) Committee. At the same time, the disposition of the unresolved grievance at Level I shall also be submitted in writing to the Committee.

4. Level II:

- a. Upon receipt of the written grievance, a conference will be held between the principal/supervisor, the grievant, and the Association Representative in an effort to address the grievant's concerns. The response of the principal/supervisor will be communicated in writing to the grievant and Association Representative within ten (10) calendar days after the conference has been held.
- b. If a resolution to the grievance fails, then the grievant and the PR&R Committee will be presented a copy of the principal/supervisor response within thirty (30) calendar days of the decision.

5. Level III:

Within ten (10) school days after receiving the written grievance, the PR&R Committee shall refer it to the Superintendent of Schools. The Superintendent, or her/his designee, will confer with the President and/or Grievance/PR&R Chairperson of the Association, and, if deemed necessary, the grievant(s). A decision, in writing, shall be delivered within ten (10) school days to the grievant(s) and the Association office.

6. Level IV:

- a. If the PR&R committee is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved person and/or the PR&R Committee and/or an official designee(s) of the Association shall refer the grievance to the Board of Education within ten (10) school days. The Board shall render its decision, in writing and with reasons, within fifteen (15) 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 grievant(s), the Association office, and the Superintendent of Schools.

- b. If requested by the Association, an opportunity to present any, or all, Level IV grievances 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.

7. Level V: Arbitration

- a. If the grievance has not been resolved within thirty (30) calendar days after such written notice to the Board, a request for a list of arbitrators may be made to the American Arbitration Association (AAA) by the Association. The parties shall then be bound by the rules and procedures of the AAA.
- b. The arbitrator so selected shall confer with the representatives of the Board and PR&R Committee, hold hearings promptly, and shall issue a decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then, from the date of final statements and proofs of issues that are submitted. The arbitrator's decision shall be in writing, and shall set forth findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c. All grievance hearings shall be at a mutually agreed-upon site in Edison Township.
- d. The costs of the services of the arbitrator including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of hearings shall be borne equally by the Board and the Association.

8. Communications

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

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 PR&R Committee, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

- 1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers in more than one building, the PR&R Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievances shall commence at Level III. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- 2. Decisions rendered at Levels II, III, and IV 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: PR&R 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 or grievance 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.
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 from time to time all available information that is a matter of public record.

B. Released 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, conferences or meetings, he/she will suffer no loss in pay. The parties may mutually agree to meet at other times.

C. School Visitations by Association Representatives

Representatives 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 at all reasonable times with the approval of the principal and/or Superintendent, provided that doing so shall not interfere with or interrupt normal school operations.

D. Use of School Buildings

Upon the approval of the 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.

G. Mail Facilities and Mailboxes

The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary.

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. Released Time for Association Representatives

1. 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.
2. 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.
3. At the elementary level, the Head Building Association Representative will not be assigned bus supervision.

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 February 1 of each year. 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 guidance counselors, psychologists, learning disability teacher consultants, and social workers shall be the same as the calendar for students, with the addition of one (1) day before school opens, and two (2) full in-service days or the equivalent if scheduled in the school calendar for students. 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 guidance counselors, psychologists, learning disability teacher consultants, and social workers shall be equal to the in-school work year of teachers except that guidance counselors, psychologists, learning disability teacher consultants, and social workers 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. Guidance counselors, psychologists, learning disability

teacher consultants, and social workers 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. Guidance counselors, psychologists, learning disability teacher consultants, and social workers 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 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.
4. The 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, and the balance of the time shall be used to prepare instructional areas/classrooms for the opening of school.

C. Summer Work

1. Guidance counselors, student assistance counselors, psychologists, learning disability teacher consultants, and social workers 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 5.
2. Any necessary summer work within their home school will be distributed equitably among the counselors of each individual school.
3. CST Overload Evaluation Procedures: When administration determines a need to complete CST evaluations which are in danger of not being completed within state mandated guidelines, the following procedures will be adhered to:
 - a. Determination of Need for Supplementary CST Evaluations:
 - (1) The Director of Pupil-Special Services will send a notice to the child study teams of students whose evaluation will not be completed by June 30. This notice will be sent to CST's by April 15.
 - (2) Cases for consideration will include initial referrals and re-evaluations. Pre-school classified students will be considered re-evaluations for this process.
 - (3) The list from each CST will be due May 1.
 - b. Determination of Cases for Supplementary CST Evaluations:
 - (1) The Director of Pupil-Special Services will determine by May 15, the cases which must be completed by June 30 of each academic year.
 - (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) CST members must respond by May 23 as to their availability to complete the above evaluations by June 30.
 - (4) As of May 24, the listing may be posted to Association members who are appropriately certified to complete CST evaluations. Those interested qualified

employees must respond by May 31 as to their availability to complete the above evaluations.

c. Distribution of Overload Cases:

- (1) By June 30, each CST member will indicate to the Director of Pupil-Special Services the number of cases he/she will complete.
- (2) The Director of Pupil-Special Services will divide the remaining cases evenly according to CST members' availability and rotating seniority. However, if CST members are needed to do only evaluations, then the rate of compensation for completed evaluations will be in accordance with Article XXXI, Section I, Paragraph 3. The workload will be distributed equitably among the CST members interested in working.
- (3) In the event that there are additional cases requiring completion, the Director of Pupil-Special Services will divide the number of cases among Association members who are appropriately certified.
- (4) In the event that there are more volunteers than cases requiring completion, the Director of Pupil-Special Services will divide the assignment of cases by rotating seniority.

d. Overload Work Arrangements:

- (1) Overload work will not be done during the contracted work day.
- (2) By arrangement with the principals of the schools, work may be completed in Special Services Offices, in the student's home, or at a site agreed upon with the parents.
- (3) Completed reports or dictated reports to be typed will be submitted as soon as possible.

e. Compensation:

- (1) Rate of compensation will be in accordance with Article XXXI, Section I, Paragraph 3.
 - (2) Vouchers should be submitted when reports or dictation tapes are submitted.
4. All school nurses and athletic trainers required to report for sports physicals shall be paid a per diem compensation of one two-hundredth (1/200th).
 5. All school nurses required to review immunization records, etc. for newly registered students shall be paid a per diem compensation of one two-hundredth (1/200th) or twenty-five dollars (\$25.00) per hour with pre-approval of Superintendent or designee.

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. 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. 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. 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. 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.
4. 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 on the day of Back-to-School Night. Required evening activities shall be limited to chaperone duty, Back-to-School Night, and Parent-Teacher Conferences.
 - a. Evening Parent-Teacher Conference/Back-to-School Night Programs
 - (1) Elementary Schools
 - (a) The Back-to-School Program, which shall be scheduled during the fall semester, shall not exceed one (1) per year.
 - (b) Parent-Teacher Conferences shall not exceed three (3) during the fall semester and three (3) during the spring semester. No more than one (1) evening conference session will be scheduled per week. Evening parent-teacher conferences shall be scheduled on Tuesday and may be conducted for a two (2) hour and fifteen (15) minute period. Teachers assigned to elementary schools will be permitted to sign out from the regular daily assignment fifteen (15) minutes after student dismissal on dates that evening parent-teacher conferences are scheduled.
 - (2) Middle Schools
 - (a) The Back-to-School Program, which shall be scheduled during the fall semester, shall not exceed one (1) per year.
 - (b) Parent-Teacher Conferences shall not exceed three (3) per year, two (2) during the fall semester, and one (1) during the spring semester. Conferences shall be no more than two (2) hours' duration per conference session. If only two (2) conferences are scheduled per year, each session may be scheduled for two and one-half (2.5) hours.
 - (3) High Schools

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

- (4) Each evening conference and back-to-school program shall count as one (1) of the required meetings per month.
 - (5) Traveling and part-time teachers will not be required to attend more than three (3) conferences per year nor more than one (1) building per conference night.
- b. School-level meetings shall be defined as faculty meetings, departmental meetings, in-service sessions, grade-level meetings, and after-school team meetings.
- (1) All meetings should commence no later than fifteen (15) minutes after student dismissal, except for joint meetings which will commence thirty (30) minutes after student dismissal.
 - (2) Two (2) meetings may be scheduled for one (1) hour thirty (30) minutes, and two (2) or three (3) meetings may be scheduled for one (1) hour fifteen (15) minutes. Joint meetings, departmental or grade level, involving two (2) or more schools will be one (1) hour sessions.
 - (3) The number of meetings shall not exceed four (4) per month. This number may be waived in months in which there are five (5) Tuesdays.
 - (4) All meetings shall be scheduled on Tuesday except in an emergency.
 - (5) An Association Representative may speak at the conclusion of any school level meeting, or at a designated time mutually agreed upon by the building principal and the Association building representative.
 - (6) Except in an emergency, the agenda for all meetings shall be given to the teachers at least forty-eight (48) hours prior to the meeting.
 - (7) Teachers shall have the opportunity to suggest items for the agenda to the principal or through the Association Representative.
- c. 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 4.b.
- d. Assigned after-school and evening activity coverage will be compensated according to the following schedule:
- (1) Any fraction of up to and including two (2) hours of service will earn credit for one (1) meeting.
 - (2) More than two (2) hours and up to four (4) hours of service will earn credit for two (2) meetings.
 - (3) 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.
 - (4) If at any time this assignment causes a teacher to go beyond the four (4) or five (5) 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.

- (5) 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.
 - e. 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 voluntary and shall count as one (1) of the four (4) or five (5) monthly meetings if it lasts for approximately one (1) hour. In the middle school, every effort shall be made to schedule staffings during team meeting time.
 - f. Teachers who serve on a I&RS committee 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).
5. The school day for guidance counselors, student assistance counselors, psychologists, learning disability teacher consultants, and social workers shall consist of not more than seven (7) hours and fifteen (15) minutes including a forty-five (45) minute duty-free lunch time. The starting and ending times shall be flexible.

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 a eight (8) period daily schedule, except that 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 a eight (8) period daily schedule.
 - 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.
 - c. Elementary teachers, excluding Kindergarten teachers, 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. Kindergarten teachers will be provided with two (2) preparation periods of fifteen (15) consecutive minutes each. Passing time will not be scheduled as part of the preparation period for elementary special subject teachers.
 - d. Other members of the negotiating unit who are not regular classroom teachers shall be provided with preparation time to the same extent as other teachers.
 - e. Every effort will be made to ensure that personal planning 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, a homeroom period, which will be rotated on an equitable basis not to exceed three (3) successive years, plus one (1) additional assignment. Every effort will be made to restrict the teaching schedule to two (2) subject areas and a maximum of three (3) teaching preparations. 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. For the purpose of clarification, homeroom and/or bus supervision may be assigned only to a classroom teacher.
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 twenty percent (20%) of his/her basic bachelor (BA only) level salary to a maximum of ten thousand dollars (\$10,000.00) 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 four percent (4%) of his/her bachelor (BA only) level salary to a maximum of two thousand dollars (\$2,000.00) 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 are to receive a duty-free schedule.
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 C, Paragraph 3.
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 5.
18. Middle School Team Leaders will be compensated at the rate of eight hundred dollars (\$800.00) 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 at the high school and middle school 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.

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 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

A duty is an assignment by a principal (or designee) of a 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 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. 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 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 leave at the rate of one-half (1/2) credit for accumulated sick days 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.

ARTICLE XII
TEACHER ASSIGNMENT

A. Notification of Assignment

1. To the extent possible, all teachers will be informed of their tentative teaching assignments 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 per mile permitted under the Internal Revenue Service rules for business use of automobiles.

ARTICLE XIII
TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

By April 30 of each year, the Superintendent shall make available to the Association and post in all school buildings 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.

C. Involuntary Transfers

1. Teachers being recommended for involuntary transfer will receive written notification of same from the Superintendent by April 15. 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 or 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.

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 may use one (1) of their two (2) professional days to visit the school to which they have been assigned.

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 levels of responsibility. Vacancies shall be defined as all open and newly created positions. All vacancies, including those programs funded by the Federal Government, shall be adequately publicized in accordance with the following procedure:

1. To the extent possible, when school is in session, notice of new positions or vacancies shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. A copy of said notice shall be made available to the Association at the time of posting. Teachers who desire to apply for any vacancy shall submit their applications in writing to the Superintendent's office within the limit specified in the notice, and acknowledgment shall be given to all such applicants.
2. A list of any vacancies to be filled during the summer period will be posted at the central administration office, and in each school. A copy of said notice shall be made available to the Association.

3. The district email system may be used in conjunction with, but not as a substitute for, the existing posting requirements and procedures stated elsewhere in this Article.

B. Criteria for Notice

In both situations set forth in Section A above, qualifications for the position, its duties, and rate of compensation shall be clearly set forth. Any change of qualifications set forth for a particular position shall be similarly posted and made available to the Association.

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. The Board agrees to give due consideration to the background and attainments of all applicants and other relevant factors. In filling any vacancy, preference shall be given to qualified teachers already employed by the Board. Announcements of appointments shall be made by posting a list in the central administrative office and in each school building, and a list shall be made available to the Association.

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 transfers resulting therefrom 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 an emergency posting form for a minimum of two (2) working days. Specific deadline dates for receipt of application or letter will be noted.
2. Personnel applying for the position must apply for the said position in writing.
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. GEPA preparation and review classes
 - 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, 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.

B. Compensation

The rate of compensation for Home Instruction shall be thirty-six dollars (\$36.00) per hour. The rate of compensation for Summer School shall be forty-four dollars (\$44.00) per hour.

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 twenty-five dollars (\$25.00). All postings will include the hourly rate and hours allocated for the project. Supervision 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 conduct approved in-service workshops shall be compensated as follows:
 - a. Forty dollars (\$40.00) for each in-service hour taught.
 - b. Reading Specialists who conduct district-wide workshops, or workshops in schools other than the one(s) to which they are assigned, shall be compensated according to the rate specified in 3.a. above.
 - c. Reading Specialists shall not receive additional compensation for conducting workshops in schools to which they are assigned -- such workshops shall not be conducted during a month when there are four (4) additional required meetings scheduled.
4. The stipend for teachers in the Adult and Continuing Education Program shall be twenty-five dollars (\$25.00) per hour for each year of this contract.
5. Teachers assigned to perform supplemental 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 GEPA 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 GEPA review will be compensated twenty-five dollars (\$25.00) per forty-five (45) minute session.
7. Teachers participating in the district initiated Camp Bernie program shall receive a stipend of two hundred and fifty dollars (\$250.00).

D. State and Federal Programs

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

***ARTICLE XVI
TEACHER EVALUATION***

A. Observation Guidelines

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
2. Observation reports shall be individual in nature and shall not mention other staff members by name.
3. Teachers in an inclusion or team 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.
4. Formal classroom observations for the purpose of assessing teacher performance and teacher evaluation shall be conducted only by personnel holding a supervisory certificate issued by the New Jersey State Board of Examiners.
5. 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.

B. Observation Reports

1. Observation by supervisory personnel (principals, supervisors, etc.) shall include a follow-up conference with the teacher. The follow-up conference will not take place prior to receipt of the written report. The written report shall be given to the teacher within ten (10) working days after the observation. The ten (10) working days may be extended by an amount of time equal to any temporary absences of the supervisors.
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. The report shall not be placed in the teacher's file or otherwise acted upon without prior consultation with the teacher. Such reports shall include: (a) strengths and weaknesses of the teacher's performance as evidenced during the specific observation; and (b) specific suggestions as to measures which might be taken by the teacher to improve his/her performance in areas where weaknesses have been observed.
4. A teacher has five (5) working days to sign the observation report. Such signature indicates receipt of the report only.
5. A teacher may file an addendum to the observation report within ten (10) working days after the follow-up conference.

C. Written Performance Reports

1. Written performance reports shall be prepared by the evaluator and submitted to the Superintendent three (3) times a year (November 15, February 1, and April 1) for non-tenured teachers, and once a year for tenured teachers. All written performance reports for tenured teachers must be delivered to teachers no later than June 1, or the last working day prior to June 1 of each school year, so that annual conferences can be completed by the close of the school year. These reports shall be prepared in triplicate with the original forwarded to the Superintendent, one (1) copy retained by the principal and one (1) copy sent to the teacher. The report shall not be placed in the teacher's file, or otherwise acted upon, without prior consultation with the teacher.
2. Written Performance Reports shall be based upon a compilation of classroom observations and other written supervisory reports by all supervisory personnel who come into contact with the teacher in a supervisory capacity. If a teacher is assigned to two (2) or more schools, the Principal/Assistant Principal/Supervisor, who has been designated as the main author of the staff member's Annual Certified Staff Performance Report, shall have formally observed that staff member, and shall have written at least one (1) Classroom Observation Report. Designation of said Principal/Assistant Principal/Supervisor might be determined by the number of teaching periods the staff member is assigned at the Principal's building. No decision affecting a Staff Member's terms and conditions of employment will be made until the Principal has formally observed and evaluated that Staff Member. The Written Performance Report shall not contain any material unless it has been brought to the attention of the teacher.
3. Written Performance Reports shall include but not be limited to:
 - a. Performance areas of strength;
 - b. Performance areas needing improvement based upon the job description;
 - c. An individual professional improvement plan developed by the evaluator and the teaching staff member.
 - d. A summary of available indicators of pupil progress and growth, and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member;
 - e. Provision for performance data which have not been included in the report prepared by the evaluator to be entered into the record by the evaluatee within ten (10) working days after the signing of the report.
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 improvement 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 Professional Improvement Plan (PIP) shall be developed by the evaluator and teaching staff member. The PIP shall be based on the job description and shall focus on the most important areas of professional growth. The PIP shall provide general guidance for continued professional development and/or focus on clearly identified remedies for areas needing improvement. The PIP shall include a plan which addresses the state continuing education requirement.
6. The teacher has five (5) working days to sign the Written Performance Report. Such signature indicates receipt of the report only.
7. The teacher has ten (10) working days after signing the Written Performance Report to add additional performance data and/or file an addendum.

D. 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 principal or Superintendent. 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 other materials in the file which he/she believes to be obsolete or otherwise inappropriate to 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.

E. 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.

F. Teacher Self-Directed Evaluation Program.

1. The Teacher Self-Directed Evaluation (TSDE) program has been in effect commencing September 2001.
2. Teachers may volunteer to participate in place of the standard, contractual method of observation. Choice of model or project is voluntary.
3. The teacher may withdraw from TSDE at any time and return to the standard method of observation/evaluation.
4. A teacher shall not be held responsible if his or her model or project is unsuccessful.
5. Any tenured teacher may participate in TSDE.
6. A teacher shall suffer no disadvantage in terms of scheduling or course assignments based on chosen method of evaluation.

7. During the time of participation in TSDE, the teacher will be protected with all the rights now afforded under Article XVI.

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 attendance, scholarship, and deportment 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

TEACHER FACILITIES

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

1. Adequate storage space;
2. Work areas including typewriters, computers and duplicating equipment;
3. A faculty lounge (including a private pay telephone paid for by the teachers);
4. A desk and chair in each classroom and a filing cabinet for each teacher;
5. Adequate restrooms, separate from the students' restrooms;
6. A separate dining area;
7. Adequate parking facilities;
8. Suitable space for each teacher to store coats, overshoes, and personal articles;
9. Properly heated and ventilated classrooms, labs, gymnasiums, shops and work areas.

ARTICLE XIX
CURRICULUM COORDINATING COMMITTEE

A. District-Wide Curriculum Coordinating Committee

1. The Superintendent shall organize a district-wide curriculum coordinating 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 this committee shall include personnel from each educational level (elementary, middle, and high schools) and from every type of position within the organizational hierarchy (teacher, supervisor, administrator, special service personnel).
3. Criteria for 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 memberships shall be for a definite period of time with staggered appointments to provide for continuity in the committee.

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 regular basis. Building meetings may be scheduled prior to district-wide curriculum coordinating committee meetings. 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, librarians, 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.

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**). Guidance counselors, psychologists, learning disability teacher consultants, and social workers hired prior to 7/1/05 shall receive eleven (11) sick days per year. Guidance counselors, psychologists, learning disability teacher consultants, and social workers 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. In addition, each member will also have available thirty (30) days' leave per year without loss of pay for personal illness. These days are non-accumulative, governed by the provisions of **N.J.S.A. 18A:30-6**, and shall only be available to members whose absence is caused by one of the following:
 - a. Childbirth
 - b. Hospitalization or other confinement to a medical facility
 - c. A serious injury or illness which is supported by medical verification

Requests which meet the criteria in a. and b. above shall not be denied as long as the childbirth or hospitalization occurs during the same continuous period of absence for which the request is made. Decision of the Superintendent of Edison schools on requests pursuant to c. above shall be made based upon consistent and fair criteria and shall not be subject to appeal.

4. Use of sick days granted in paragraphs 2. & 3. above shall be applied as follows:

If an employee has been continuously employed in the school system for at least six (6) years and has accumulated sixty (60) days leave without pay deduction for personal illness, and said employee becomes ill for one hundred (100) days, the employee's sick leave days shall be used in the following manner and sequence:

- a. The ten (10) accumulative sick leave days allowed for the current school year shall be used;
 - b. The sixty (60) sick leave days which had been previously accumulated shall be used; and
 - c. The thirty (30) non-accumulative sick leave days, if allowed for the current school year, shall be used. At such time, the employee is no longer entitled to additional sick leave days without pay deduction. When the employee has used all of his/her sick leave days, the employee may then request the Board to pay such employee each 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.
 - d. Language cited in paragraphs 3. and 4. may be adjusted so as to apply to members who have accumulated sick leave in excess of sixty (60) days, and whose absence as indicated in Section A Paragraph 3. above exhausts the number of days accumulated.
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 Automated Calling System early enough to facilitate the selection of a suitable substitute teacher.
 7. Teachers will be given a written accounting of accumulated sick 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. Teachers leaving the district for any other reason, after having completed fifteen (15) 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 twenty-five dollars (\$25.00) per day and, if applicable, payable to his/her estate. Effective 1/1/06, payment for unused accumulated sick leave will be at the rate of thirty-five dollars (\$35.00) per day and, if applicable, payable to his/her estate.

B. Personal Leave

1. Personnel may be absent from school duties for two (2) personal days without loss of pay. 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. No reason is needed. Payment for personal absences beyond the two (2) 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. 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. Unused personal days shall be converted to family illness days and may be accumulated year to year. At the discretion of the teacher, unused family illness days may be converted to sick days and added to the teacher's accumulated sick leave.

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, 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.)
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, daughter-in-law, or son-in-law.
3. Teachers may be absent from school without loss of pay for a period not to exceed two (2) days due to the death of a sibling-in-law.
4. 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.
5. In the event of the death of a teacher 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.

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—Tenured Teachers

- 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 medical leave begins. Medical, dental and prescription coverage will continue for one year after the temporary disability begins. Thereafter, to remain on the group insurance, the employee must reimburse the Board for all applicable premiums. If the employee returns after two years on temporary disability, the Board will reimburse the employee for COBRA costs incurred during the second year of temporary disability. The amount of reimbursement will be prorated upon the amount of time worked the third year. If the member does not return after two years of temporary disability, the employee may remain on the group health insurance plan provided he/she reimburses the Board of Education for applicable premiums until termination or return to work but shall receive no other benefits except as provided in Section J of this Article.
- e. At the option of the teacher, any or all of the teacher's accumulated sick leave may be used in connection with the disability in which case unpaid disability leave shall not commence until after such sick leave has been applied.
- f. 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.
- g. 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. Infant 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. The length of an infant care leave may not exceed one (1) year unless a one-year leave would expire during the last three months of the school year, in which case the leave shall be extended until June 30 of that school year, or the teacher requests a one-year extension in writing of the leave prior to April 1 of the school year, in which the initial infant care leave is taken. Once a one-year extension of an infant care leave is granted, the teacher must notify the Superintendent not later than April 1 of the school year during which the extended leave occurs of his/her intention to return to teaching. Failure to submit the required notice of intention to return to teaching will automatically place the teacher on a third year of unpaid leave. Teachers on infant care leave shall be entitled to no benefits while on such leave except as may be required by law. Current laws allow a twelve (12) calendar week extension of medical benefits at no cost to the employee. A teacher on infant 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.
- b. Notice for the commencement of infant 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 infant care leave may be included in the same request with application for disability leave for pregnancy.
- c. Teachers on infant care leave shall be eligible for substituting.

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. Leave Benefits

All benefits to which an 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.

K. 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. If on any day during the period of jury duty the teacher is not required to report for such duty, she/he shall report for work on that day.

**ARTICLE XXI
SABBATICAL LEAVES**

A. Definition

Sabbatical Leaves which shall not exceed budget allocations shall be permitted for the following reasons in order of preference:

1. Graduate School

Further education at the graduate level in an accredited college or university in an area related to the field of education.

- a. Sabbatical leave for this purpose shall be for one (1) academic year at the rate of seventy-five percent (75%) of the annual salary one would have received had he/she remained in the district.
- b. Service of eligibility shall be five (5) years of teaching service in the Edison Township District.

2. Government Grants

Government grant in an area related to the field of education and/or subject area of the applicant.

- a. Sabbatical leave for this purpose shall be for one (1) academic year. The Board will pay the difference between the grant and seventy-five percent (75%) of the applicant's salary. Payment for dependents will not be considered in computing this difference. Applicant's salary is defined in Section A, Paragraph 1.a. of this Article.
- b. Service of eligibility shall be five (5) years of teaching service in the Edison Township District.

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 twenty-five dollars (\$25.00) per period for each year of this contract. A coverage must be at least thirty (30) minutes in duration.
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 twenty-five dollars (\$25.00) per class for each year of this contract.
4. If a teacher is pulled from a duty and assigned to cover a class, said teacher will be paid substitute coverage at twenty-five dollars (\$25.00) per period.

ARTICLE XXIII

STUDENT CONTROL AND DISCIPLINE

All teachers shall enforce the Board of Education rules and regulations governing pupil conduct. The Board and administrative staff shall continue to support teachers' enforcement of the rules and regulations.

ARTICLE XXIV

HEALTH INSURANCE

A. Insurance Benefits

1. Medical Coverage
 - a. The Board shall provide a preferred provider organization (PPO) health benefits program, which includes hospitalization, medical-surgical, lab and diagnostic and major medical-type insurance. For 2005-06 and 2006-07, the co-payment for in-network office visits will be twenty-five dollars (\$25.00) per visit. For 2007-08, the co-payment for in-network office visits will be twenty-eight dollars (\$28.00) per visit. For all three years, the co-payment for emergency room visits will be fifty dollars (\$50.00) per visit, and the deductibles for supplemental in-network and out-of-network benefits will be three hundred dollars (\$300.00) individual and six hundred dollars (\$600.00) family.
 - 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) 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) individual and one hundred twenty dollars (\$120.00) 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.
3. Prescription Plan:
 - a. The Board shall provide a single and family prescription plan. The deductible will be thirty dollars (\$30.00) individual and one hundred twenty dollars (\$120.00) family.
 - b. For all three years, the co-payment will be ten dollars (\$10.00) for generic drugs. For brand name prescriptions, the co-payment will be twenty dollars (\$20.00) for 2005-06, twenty-five dollars (\$25.00) for 2006-07, and twenty-eight dollars (\$28.00) for 2007-08.
 - c. The Board shall provide Single and Family Diabetic Prescription plan with no co-pays for prescriptions, supplies, and equipment.

B. Policy on Insurance Coverage: Rules and Regulations.

1. Family Coverage: An employee who has dependents shall be eligible for full family coverage.
2. Single Coverage: Any unmarried employee, divorced person, separated person, widow or widower who does not support a family with dependents shall be eligible for single coverage.
3. Retirees: Retirees shall be eligible to participate in all health benefits programs at group rates.
4. It shall be the responsibility of the employee to fully furnish all essential evidence to establish eligibility.
5. Employees who elect not to participate directly in the insurance coverage as outlined in Section A above shall receive two thousand dollars (\$2,000.00) 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 insurance coverage 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.
6. 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.
7. The Board shall provide the Association with a Master Copy of the Health Service Provider's program.
8. 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.
9. 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.
10. Voluntary HMOs may be made available by the Board.

11. 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. For the 2005-06 school year, tuition reimbursement shall be limited to three thousand, two hundred dollars (\$3,200.00). Effective July 1, 2006, tuition reimbursement shall be limited to twenty-seven hundred (\$2,700.00) 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. Tuition reimbursement will be made up to and including BA+45 credits. To qualify for further reimbursement, a master's degree is required.
4. 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. When a Master's Degree is earned, teachers may pursue graduate studies in any area related to the field of education.
5. 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). This becomes effective on July 1, 2006.

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.

ARTICLE XXVII

STAFF DEVELOPMENT WORKSHOPS CONTINUING EDUCATION REQUIREMENTS

A. In-Service Programs

1. There shall be provided the equivalent of 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.
 - 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 and one-half (2.5) hours in duration. Starting and ending times shall be as follows:

Elementary School	1:45 p.m. – 4:15 p.m.
Middle School	1:30 p.m. – 4:00 p.m.
High School	12:30 p.m. – 3:00 p.m.

4. 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.
5. Each in-service session shall count as one of the contracted monthly meetings.

B. Professional Development Committee.

The Local Professional Development Committee (LPDC) shall be composed of four (4) classroom teachers elected by the teachers of the district and two (2) administrative staff members appointed by the Superintendent of Schools.

1. The LPDC shall assess in-service needs and professional development opportunities. The LPDC shall also plan and implement professional development programs in accordance with the standards of the State of New Jersey at the recommendation of the Board. The LPDC shall present its plan to the Middlesex County Professional Development Committee for its review and recommendation.
2. Teachers who serve on the LPDC shall receive release time for their committee work.
3. 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 100 hours of continuing education. No application of such a request shall be arbitrarily denied.
4. Teachers who serve on the LPDC or who provide professional development training to others shall receive credit for their committee work or training activities toward their 100-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, 2005 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 treasurer of 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 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 31 of each academic year, the Association may elect to assess all contracted teachers 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 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.

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 within thirty (30) days after the Agreement is signed 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 telegram, certified mail, or hand delivery 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

STEP	2005-06	2006-07	2007-08
A	40,922	41,902	-----
A+	41,369	42,246	-----
B	41,815	42,590	43,355
B+	42,396	43,195	43,970
C	42,976	43,800	44,585
C+	43,600	44,418	45,235
D	44,224	45,035	45,885
D+	44,193	45,710	46,563
E	45,602	46,385	47,240
E+	46,494	47,215	48,013
F	47,385	48,045	48,785
F+	48,450	49,118	49,743
G	49,515	50,190	50,700
G+	53,059	53,680	54,198
H	56,603	57,170	57,695
H+	61,407	61,822	62,334
I	66,211	66,473	66,973
I+	71,216	71,441	71,894
J	76,220	76,408	76,815
J+	77,265	78,409	79,633
K	78,310	80,410	82,450

DEGREE DIFFERENTIALS:

For teachers employed
prior to July 1, 1986:

For teachers employed
after July 1, 1986:

Degree	7/1/05-6/30/08
BA+15	1,802
MA	3,605
MA+15	5,444
6TH	7,282
6TH+15	9,158
7TH	11,033
Ph.D.	12,476

Degree	7/1/05-6/30/08
BA+15	1,802
MA	3,605
MA+15	5,444
6TH	7,282
6TH+15	8,182

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 up to ten percent (10%) of their monthly salary deducted from their pay for summer 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 payroll deduction program for the purchase of United States Savings Bonds.
7. 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 September 1, 1991, but before July 1, 1996, one half (1/2) credit for up to twelve (12) years teaching or related experience will be given. In addition, full credit for up to four (4) years military service will be given.
2. Effective for unit personnel new to the district, who are hired on, or after, July 1, 1996, one-half (1/2) credit for up to six (6) years of teaching or related experience will be given. 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 beyond the salary guide as follows: two hundred dollars (\$200.00) in 2005-06 and 2006-07; two hundred fifty dollars (\$250.00) in 2007-08.

D. Increment Step Credit

1. Teachers whose date of appointment for a full work day is September 30 or earlier shall receive a full step increment in the salary guide. Teachers whose date of appointment for a full work day is between October 1 and February 1 inclusive shall receive a one-half (1/2) step increment in the salary guide. Teachers whose date of appointment for a full work day is after February 1 shall receive no increment in the salary guide.
2. Teachers whose date of appointment for one-half (1/2) work day or more, but less than a full work day, is September 30 or earlier, shall receive a full step increment in the salary guide. Teachers whose date of appointment for one-half (1/2) work day or more, but less than a full work day, is between October 1 and February 1 inclusive shall receive a one-half (1/2) step increment in the salary guide. Teachers whose date of appointment for one-half (1/2) work day or more but less than a full work day is after February 1 shall receive no increment in the salary guide.
3. Teachers whose date of appointment for less than one-half (1/2) work day is September 30 or earlier shall receive a full step increment in the salary guide. Teachers whose date of appointment for less than one-half (1/2) work day is between October 1 and February 1 inclusive shall receive a one-half (1/2) step increment in the salary guide. Teachers whose date of appointment for less than one-half (1/2) work day is after February 1 shall receive no increment in the salary guide.
4. A teacher shall receive a full step increment if the teacher, during the course of a school year, accumulates less than thirty (30) calendar days of requested unpaid leave. A teacher shall receive a one-half step increment if the teacher, during the course of a school year, accumulates thirty (30) or more calendar days but no more than one-hundred fifty (150) calendar days of requested unpaid leave. A teacher shall receive no step increment if the

teacher accumulates more than one hundred fifty (150) calendar days of requested unpaid leave during the course of a school year.

5. 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. Differentials will be granted for a Master's Degree or Master's Equivalency (Bachelor's +30 credits), Sixth Level (Master's +30 credits), and Seventh Level (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 Sixth +15 Level (Master's +45) will be the maximum to which teachers employed on or after July 1, 1986 can advance. However, all degrees differentials in multiples of fifteen (15) credits shall be maintained for teachers employed prior to July 1, 1986.

F. Graduate Credit Limits

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.

G. Longevity

Longevity increments shall be based on the teacher's training level maximum and years of service completed in Edison. A longevity increment of one-half percent (1/2%) shall be paid upon completion of twelve (12) years of service plus an additional one-half percent (1/2%) for each year of service thereafter up to a maximum of nineteen (19) years of service; a longevity increment of five percent (5%) shall be paid upon completion of twenty (20) years of service plus an additional one-half percent (1/2%) for each year of service thereafter up to a maximum of twenty-five (25) years of service.

H. Longevity, Tenure, and Half-Step 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. All half-steps on the salary guide shall be half-way between the whole number steps on guide.

I. Additional Compensation

1. Guidance counselors, psychologists, learning disability teacher consultants, 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. Guidance counselors, psychologists, learning disability teacher consultants, and social workers 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 two thousand nine hundred dollars (\$2,900.00) annually. Such compensation shall be included in the total salary for pension purposes.
3. CST overload evaluations will be compensated at two hundred thirty-five dollars (\$235.00) per team member per evaluation.

4. All school nurses and athletic trainers required to report for sports physicals shall be paid a per diem compensation of one two-hundredth (1/200th) based on a daily rate or, if needed, an hourly rate of twenty-five dollars (\$25.00).
5. 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.
6. 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.

ARTICLE XXXII
EXTRA PAY FOR EXTRA SERVICES

A. Instructional Program Assignments

Position	05-06	06-07	07-08
Technology Distribution Coordinator			
High School	2,561	2,561	2,561
and shall teach one (1) class less than the normal teaching load in said teacher's subject area and be assigned no non-teaching duty.			
Middle School	2,561	2,561	2,561
and shall be assigned no non-teaching duty. However, when the duty is a team meeting, the technology distribution coordinator will be permitted to be excused a minimum of two (2) meetings per week. If necessary, and with administrative approval, additional time may be granted. Any required assignment that occurs beyond the time indicated as 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 School			
Enrollment: 1-499	1,230	1,230	1,230
Enrollment: 500+	1,365	1,365	1,365
Technology Maintenance Coordinator			
High School	2,561	2,561	2,561
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	2,561	2,561	2,561
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 as 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 Science Maintenance

Enrollment: 1-499

1,026

1,026

1,026

Enrollment: 500+

1,159

1,159

1,159

Elementary Computer Maintenance

Enrollment: 1-499	1,500	1,500	1,500
Enrollment: 500+	1,500	1,500	1,500

Any required computer assignment that occurs beyond the time indicated as 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.

Intramural Coordinator	4,627	4,627	4,627
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Middle School Athletics (will teach three (3) periods a day with no additional compensation)

Intramural Activity Sponsor	562	562	562
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B. Co-Curricular Assignments

Position	05-06	06-07	07-08
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HIGH SCHOOL

Co-Curricular Liaison (will teach three (3) periods a day)	3,463	3,463	3,463
Band	4,780	4,780	4,780
Drama	4,100	4,100	4,100
Yearbook	3,416	3,416	3,416
Music (V)	3,416	3,416	3,416
Newspaper	3,416	3,416	3,416
Band Fronts	3,144	3,144	3,144
Jazz Band	3,036	3,036	3,036
Orchestra	3,036	3,036	3,036
Assistant Band Director	3,036	3,036	3,036
Senior Class	3,036	3,036	3,036
Junior Class	3,036	3,036	3,036
Student Council	3,036	3,036	3,036
Odyssey of Mind	3,036	3,036	3,036
Model U.N.	2,047	2,047	2,047
Strength Coach	2,047	2,047	2,047
Music Director	1,572	1,572	1,572
Assistant Drama	1,572	1,572	1,572
Business Manager (Yearbook)	1,572	1,572	1,572
Sophomore Class	1,230	1,230	1,230
Freshman Class	1,230	1,230	1,230
National Honor Society	1,230	1,230	1,230
Ushers, Ticket Takers, Timers & Announcers at athletic events (per event at high school)	41	41	41

Position	05-06	06-07	07-08
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MIDDLE SCHOOL

Drama	2,047	2,047	2,047
Band	2,047	2,047	2,047
Odyssey of the Mind	2,047	2,047	2,047
Orchestra	2,047	2,047	2,047
Music (V)	2,047	2,047	2,047
Newspaper	1,230	1,230	1,230
Student Council Co-Advisor	1,230	1,230	1,230

Position	05-06	06-07	07-08
ELEMENTARY SCHOOL			
Safety Patrol (1-499)	887	887	887
Student Council (1-499)	887	887	887
Newspaper (1-499)	887	887	887
Safety Patrol (500+)	953	953	953
Student Council (500+)	953	953	953
Newspaper (500+)	953	953	953
Odyssey of the Mind	953	953	953

C. Club Assignments

1. Three (3) categories of clubs have been established: Class A, Class B, and Class C. Criteria for each category have been established by a joint Board/Association committee, based on number of hours and responsibilities involved.
2. Club stipends in each category in the middle schools and high schools are as follows:

	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>
2005-06	821	766	682
2006-07	821	766	682
2007-08	821	766	682

3. 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.

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 shall be evaluated annually in June by a committee of coaches, athletic directors, and assistant athletic directors. Each interscholastic athletic 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 coach's classification/salary for the ensuing school year. Any coach, dissatisfied with his/her classification, may appeal through established procedures.

F. Classification of Sports

Sports shall be classified as follows:

A1- Football	C- Cross Country Winter Track (boys/girls)
A- Basketball (boys/girls) Wrestling Baseball Softball Soccer (boys/girls)	D- Golf Bowling Strength Training (Annual)
B- Tennis (boys/girls) Spring Track (boys/girls) Volley Ball (boys/girls) Lacrosse	E1- HS Cheerleading (boys/girls) E- MS Basketball (boys/girls) MS Soccer (boys/girls) MS Wrestling

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.

COACHING STIPENDS

STEP 1	05-06	06-07	07-08
A1 HEAD	5,919	5,919	5,919
ASST I	3,984	3,984	3,984
ASST II	3,863	3,863	3,863
A HEAD	5,719	5,719	5,719
ASST I	3,784	3,784	3,784
ASST II	3,663	3,663	3,663
B HEAD	5,056	5,056	5,056
ASST	3,663	3,663	3,663
C HEAD	4,762	4,762	4,762
ASST	3,492	3,492	3,492
D HEAD	4,288	4,288	4,288
ASST	3,327	3,327	3,327
E1HEAD	2,744	2,744	2,744
ASST	1,926	1,926	1,926
E HEAD	2,144	2,144	2,144
ASST	1,326	1,326	1,326

COACHING STIPENDS (continued)

STEP 2	05-06	06-07	07-08
A1 HEAD	6,258	6,258	6,258
ASS'T I	4,326	4,326	4,326
ASS'T II	4,184	4,184	4,184
A HEAD	6,058	6,058	6,058
ASS'T I	4,126	4,126	4,126
ASS'T II	3,984	3,984	3,984
B HEAD	5,390	5,390	5,390
ASS'T	3,954	3,954	3,954
C HEAD	5,095	5,095	5,095
ASS'T	3,620	3,620	3,620
D HEAD	4,590	4,590	4,590
ASS'T	3,489	3,489	3,489
E1 HEAD	2,896	2,896	2,896
ASS'T	2,019	2,019	2,019
E HEAD	2,296	2,296	2,296
ASS'T	1,419	1,419	1,419

STEP 3	05-06	06-07	07-08
A1 HEAD	6,594	6,594	6,594
ASS'T I	4,488	4,488	4,488
ASS'T II	4,326	4,326	4,326
A HEAD	6,394	6,394	6,394
ASS'T I	4,288	4,288	4,288
ASS'T II	4,126	4,126	4,126
B HEAD	5,732	5,732	5,732
ASS'T	4,126	4,126	4,126
C HEAD	5,220	5,220	5,220
ASS'T	3,997	3,997	3,997
D HEAD	4,926	4,926	4,926
ASS'T	3,663	3,663	3,663
E1 HEAD	3,063	3,063	3,063
ASS'T	2,123	2,123	2,123
E HEAD	2,463	2,463	2,463
ASS'T	1,523	1,523	1,523

Step Placement:

Years 1 & 2 = Step 1; Years 3 & 4 = Step 2; Years 5+ = Step 3

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, 2005 to June 30, 2008. 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.

FOR THE ASSOCIATION:

/s/ Myron J. Fouratt
President

/s/ Shannon Reilly
Secretary

12/15/2005
Date ratified by the
Edison Township
Education Association

ETEA Negotiating Team

Ellen Baxter
Jeffrey Bowden
Emil Ferlicchi
Myron Fouratt
Gladys Carrasquillo-Tavares
Michele Wenzel

FOR THE BOARD:

/s/ Barry F. Miller
President

/s/ Daniel P. Michaud
Secretary

12/19/2005
Date ratified by the
Edison Township
Board of Education

BOE Negotiating Team

Dr. Zhaobo Bob Wang, Board Member
David Dickinson, Board Member
James Kukor, Board Member
Sue Scerbo, Board Member
Carol Toth, Superintendent
Dr. Maryann Banks, Asst. Supt.
Daniel Michaud, Bus. Admin.
William Muzzio, Asst. Bus. Admin.

A

addendum, 22, 23
adult school, 20
after-school activities, 11, 12
appointment
 date of, 40
 of position, 19
arbitration, 5
athletic trainer, 10, 41

B

back-to-school night, 11
block scheduling, 14
Board policy, 3, 37
bus supervision, 8, 13

C

Camp Bernie, 21
chaperone duty, 11
child study team, 15
class coverage, 31
class size, 16
club assignments, 44
coaching
 assignment, 44
 placement, 46
 stipends, 45–46
co-curricular
 assignment, 43
 review procedure, 44
compensation/stipend
 adult school, 20
 after-school/evening activities, 12
 athletic trainer, 10, 41
 Camp Bernie, 21
 class coverage, 32
 clubs, 44
 CRT, 15
 CST overload, 10, 41
 curriculum revision, etc., 20
 ESSA summer work, 9
 GEPA prep, 20
 home instruction, 20
 I&RS committee, 13
 in-service workshop, 20
 middle school head counselors, 41
 middle school team leader, 15
 mileage, 16, 17
 National Board Certification, 42
 nurse, 10, 41

PDI courses, (presenting), 36

compensation/stipend (cont.)
 PDI credits, 36
 reading specialist, 20
 Saturday detention, 20
 staff development trainer, 15
 summer school, 20
 supplemental instruction, 20
 unused sick days, 26
complaints, 23
conference, 24
 annual, 22
 assignment, 17
 discipline, 21, 23
 evening, 11
 observation, 21
 parent-teacher, 11
 professional day, 27
continuing education requirement, 23
 certificate, 36
 LPDC, 36
contract
 notification of, 17
core content leader, 13
CST overload cases, 9
curriculum coordinating committee, 25
curriculum resource teacher, 15

D

degree differential, 39, 41
direct deposit, 40
discrimination, 6, 38
doctor's note. *See* physician's statement
domestic partner, 27
dues, 37
duty, 14, 15, 16, 32
duty-free schedule, 8, 15

E

email, 19
evaluation, 4, 21
 TSDE, 23

F

flexible spending account, 33

G

graduate studies, 34
grievance, 3, 6, 7, 17

H

health insurance, 31, 32
waiver of, 33
home instruction, 19, 20
homeroom, 8, 11, 13, 15

I

I&RS committee, 13
in-service courses, 35
in-service day, 8, 35
in-service program, 35
Instructional Program Assignments, 42
involuntary transfer, 18

J

jury duty, 30
just cause, 6

L

leave of absence
Association President, 7
benefits, 30
bereavement, 27
disability, non-tenured, 28
disability, tenured, 28
family illness, 29
health insurance, 28, 29
infant care, 29
maternity, 28
military, 29
observation, 27
other, 30
personal, 27
return from, 30
sick, 25
sick, additional, 26
teaching, 29
unpaid, 28, 29, 40
lesson plans, 24
Local Professional Development Committee,
36, 52
longevity, 41

M

meetings, 7, 11
agenda, 12
in-service, 36
involuntary transfer, 18
number of, 12
staff, 9, 15
state-mandated, 12

team, 8, 16, 42
middle school team leader, 15
military service, 40

N

nurse, 10, 41

O

observation, 4, 21
orientation, 9

P

parent-teacher conferences, 11
payday, 39
personal days, unused, 27
personal file, 22
review of, 23
physician's statement, 26, 28
pilot clubs, 44
posting of positions, 14
preparation time, 13, 32
professional day, 18, 27
Professional Development Institute, 36
credits, 36
professional improvement plan, 23, 52

R

reading specialist, 15, 20
release time, 7, 8, 36
report cards, 24
representation fee, 37
representative, 5, 6, 7, 17, 21
association head, 8
reprimand, 6
reprisal, 5, 38
resignation, 17

S

sabbatical leave, 30
salary adjustments, 41
salary guide, 39
step increment, 40
salary guide credit, 36
graduate credits, 34, 41
in-service courses, 35
military service, 40
prior experience, 40
school psychologist, 35
school calendar, 8
school psychologist, 35
sick leave
additional days, 26

- credit for previous, 17
 - use of, 28
- sidebar agreements, 47
- sign-in, 10
- sixth teaching period, 14
- speech-language specialist, 15
 - additional caseload, 42
- sports classes, 45
- staff development trainer, 15
- staffings, 12
- statement of illness, 18, 22
- step increment, 40
- substitute rate of pay, 31
- substituting
 - while on leave, 29
- summer savings, 39
- summer school, 20
- summer work, 9
- supplemental instruction, 20
- suspension, 6

T

- teacher
 - ESL, 15
 - mentor, 15
 - newly hired, 17
 - part-time, 11, 14
 - science, 14
 - special education, 15
 - transferred, 18
 - traveling, 11, 15, 17
- Teacher Self-Directed Evaluation, 23, 52

- teaching
 - assignment, 11, 14, 17
 - experience, 40
- tenure increment, 40
- transfers, 18
- tuition reimbursement, 31, 34, 36

U

- use of
 - bulletin board, 7
 - school building, 7
 - school equipment, 7
 - school mail system, 7

V

- vacancies, 17, 18
 - application for, 19
 - coaching, 45
 - emergency posting, 19
 - preference for, 19

W

- work day, 9, 10, 11, 13, 15, 34, 40
- work year
 - ESSA, 8
 - teacher, 8
- workload, 10, 13, 16
- written performance reports, 22

Glossary of Terms/Acronyms

AAA	American Arbitration Association
BOE	Board of Education
CBA	collective bargaining agreement
CCC	Curriculum Coordinating Committee
CCL	Core Content Leader
COBRA	Consolidated Omnibus Budget Reconciliation Act
CRT	Curriculum Resource Teacher
CST	Child Study Team
EBOE	Edison Board of Education
ESL	English as a Second Language
ESSA	Edison Special Services Association (refers collectively to guidance counselors, psychologists, learning disability teacher consultants, and social workers)
EPSA	Edison Principals and Supervisors Association
ETEA	Edison Township Education Association
HMO	health maintenance organization
I&RS	Intervention and Referral Services
LOA	leave of absence
LPDC	Local Professional Development Committee
LTS	Long-Term Substitute
MCEA	Middlesex County Education Association
N.J.A.C.	New Jersey Administrative Code
N.J.S.A.	New Jersey Statutes Annotated
NEA	National Education Association
NJDOE	New Jersey Department of Education
NJEA	New Jersey Education Association
PERC	Public Employment Relations Commission
PERS	Public Employees Retirement System
PDI	Professional Development Institute (Edison)
PIP	Professional Improvement Plan
PPO	preferred provider organization
PR&R	Professional Rights and Responsibilities Committee
TPAF	Teachers' Pension & Annuity Fund
TSDE	Teacher Self-Directed Evaluation