

AGREEMENT

for

PROFESSIONAL EMPLOYEES

between

**BOARD OF EDUCATION
EDISON TOWNSHIP
NEW JERSEY**

and

**EDISON TOWNSHIP
EDUCATION ASSOCIATION**

JULY 1, 2011 – JUNE 30, 2014

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PREAMBLE

This Agreement signed this 21st day of May, 2012, by and between the Board of Education of Edison Township, Edison, New Jersey, hereinafter called the "**Board**" and the Edison Township Education Association, hereinafter called the "**Association**".

WITNESSETH:

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

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

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

WHEREAS, the Board has an obligation, pursuant to **N.J.S.A. 34:13A-1 et. seq.**, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

ARTICLE I RECOGNITION

A. Unit

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

B. Definition of Teacher

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

ARTICLE II NEGOTIATIONS OF SUCCESSOR AGREEMENT

A. Legal Authority

The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1

et. seq., in a good faith effort to reach agreement on all matters concerning terms and conditions of teachers' employment. Such negotiations shall begin in accordance with the rules of the Public Employment Relations Commission (PERC). Any tentative agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and Association negotiating teams, and be submitted for ratification to the Board and the Association membership.

B. Exchange of Information

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

C. Representation

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

D. Modification of Agreement

1. Representatives of the Board and the Association's negotiation committee shall meet upon the request of either party for the purpose of reviewing the administration of and/or amending this Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other at least three (3) days prior to the meeting an agenda covering matters it wishes to discuss.
3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities unless otherwise agreed.
4. Should a mutually acceptable amendment to this

Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the representatives of the Board and the Association, and be submitted for ratification to the Board and to the Association.

E. Maintenance of Benefits

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

**ARTICLE III
BOARD POLICIES**

A. Implementation

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

B. Review and Enforcement

1. All Board of Education policies will be upheld and enforced by all Board employees who are party to this Agreement, as well as by all Administrators, Principals, and Supervisors.
2. All Board of Education policies will be available for review in the office of the principal, school library, and the Association office.
3. All Board of Education policies and revisions will be posted on the district website.

**ARTICLE IV
GRIEVANCE PROCEDURE**

A. Definition

A grievance is a claim by a teacher (or a group of teachers similarly situated, or the Association) that he/she has suffered harm by the interpretation, application, or violation of policies, agreements, or administrative decisions affecting teachers'

terms and conditions of employment.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting the welfare, or terms and conditions of employment, of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Pre-Grievance Intervention
 - (a) A teacher, who has a concern/problem/issue that is based on contractual language, or Board policy or procedures, or an administrative decision, should first arrange an appointment with the principal or immediate supervisor involved, to discuss the matter. The aggrieved employee may choose to have the Association's designated representative discuss the grievance in question. The discussion should commence no later than ten (10) school calendar days after the concern/problem/issue became known.
 - (b) The attendance of an Association Representative should be considered if the problem may involve more people than the individual involved; if the matter is disciplinary in nature; if it involves an observation or evaluation, and/or if it involves working conditions for a group of people. In such matters, it is advisable to have an Association Representative in attendance for advice and guidance as to the Association's viewpoint.

- (c) A pre-grievance conference is meant to be informal in nature. The concern/ problem/ issue should be clearly presented, and possible solutions or suggestions to address the concern may be offered by the aggrieved employee. Every effort should be made to consider all possible solutions put forth, and to resolve the matter at this level. The Association Representative however is charged with representing the views of the Association with regard to any resolution to the matter.

2. Level I:

If the concern/problem/issue is not resolved satisfactorily through the Pre-Grievance Intervention, then the aggrieved employee may move to the Level I grievance procedure. The procedure will be as follows:

- (a) A formal written grievance shall be filed with the principal or immediate supervisor by the aggrieved employee or the Association representative. The grievance must be filed within twenty (20) calendar days after the concern/problem becomes known to the employee. A grievance may not be filed later than six (6) months after the occurrence of the concern/problem regardless of when the employee became aware of the concern/problem.
- (b) The aggrieved employee or the Association representative must fill out an Initial Complaint Form and send the completed form to the Association office and principal/supervisor in order to formally initiate the Level I procedure.
- (c) A conference will be held between the principal/supervisor, the aggrieved employee, and the Association representative in an effort to address the aggrieved employee's concerns.
- (d) The response of the principal/supervisor will be communicated in writing to the aggrieved employee and the Association representative within ten (10) school days after the conference has been held.
- (e) If the response of the principal/supervisor is not acceptable to the aggrieved employee and the Association, then the aggrieved employee/Association

Representative may forward a copy of the principal's/supervisor's response to the Grievance Committee within ten (10) calendar days of the decision.

3. Level II:

Within fifteen (15) school days after receiving the written grievance, the Grievance Committee may refer the grievance to the Superintendent of Schools. The Superintendent, or his/her designee, will confer with the President and/or Grievance Chairperson of the Association, and if deemed necessary by the Superintendent, the aggrieved employee. A decision, in writing, shall be delivered within ten (10) school days to the aggrieved employee and the Association office.

4. Level III:

(a) If the Grievance Committee is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the Grievance Committee and/or an official designee(s) of the Association may refer the grievance to the Board of Education within ten (10) school days. The Board may, in its discretion, conduct a hearing within thirty (30) school days of the Board's receipt of the grievance. The Board shall render its decision, in writing, within thirty (30) school days from receipt of the grievance, or if a hearing is held from the date of the hearing. The Board's decision shall be delivered to the Association office and the Superintendent of Schools.

(b) If requested by the Association, an opportunity to present any, or all, Level III grievances shall be availed the Association President, and/or the Association Grievance Chairperson.

(c) All grievance hearings shall be at a mutually agreed-upon site in Edison Township.

5. Level IV: Arbitration

If the Association is not satisfied with the decision of the Board, the Association may appeal the decision to binding arbitration. Notice of a demand for binding arbitration shall be

filed with the Public Employment Relations Commission within thirty (30) calendar days of the last appropriate date for a decision to be rendered by the Board with a copy of such notice to be sent to the Board.

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

6. Communications

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

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

D. Rights of Teachers to Representation

- 1. Any party in interest may be represented at all stages of the grievance procedure by himself or herself, or, at his/her option by a representative

elected, or approved, by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

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

E. Miscellaneous

1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers in more than one building, the Grievance Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievances shall commence at Level II. The Grievance Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels I, II, and III shall be communicated in writing, on forms previously adopted (see 5. below), and any denial shall specify the reasons/basis for denial. Copies will be sent to the parties in interest, including all grievants, and to the Association, Attn: Grievance Committee. The Superintendent shall inform all administrative staff of any decision rendered, and the Association shall inform all Association Representatives.
3. Unless otherwise mutually agreed upon, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and the designated or selected representatives heretofore referred to in this Article.

4. Any teacher in the Edison Township School system, or any other person under the supervision or control of the Edison Township Board of Education, if required by the Association and Board, shall be made available for appearance at any arbitration, grievance or P.E.R.C. hearing as requested by the Association or the Board without any loss of pay while attending such hearings.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

**ARTICLE V
TEACHER AND BOARD RIGHTS**

A. Rights and Protection in Representation

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

B. Just Cause Provision

1. No teacher shall be disciplined, reprimanded,

reduced in rank or compensation, or deprived of any professional advantage, or denied renewal of contract without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure pursuant to N.J.S.A. 34:13A-29, et. seq.

2. It is expected that all parties will exhibit professional behavior at all times.
3. If the necessity for an oral reprimand occurs, it should be done in a professional manner and in a private location, such as the Administrator's office, or any other location affording privacy of communication.

C. Required Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent, Board or any committee, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining thereto, he/she may request a written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her, and represent him/her during such meeting or interview if he/she so desires. Any suspension of a teacher pending charges shall be with pay.

D. Responsibility and Authority of the Board

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

ARTICLE VI
ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

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

B. Release Time for Meetings

When any representative of the Association, or any teacher, is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings or hearings arising from the grievance procedure, conferences or meetings, he/she will suffer no loss in pay. 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 Superintendent and/or principal, the Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings.

E. Use of School Equipment

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

F. Bulletin Boards

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

G. Mail Facilities and Mailboxes

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

H. Leave for Association President

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

I. Exclusive Rights

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

J. Release Time for Association Representatives

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

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 November 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, social workers, behavior specialists, special education transition specialists, occupational therapists and speech language specialists, shall be the same as the calendar for students, with the addition of up to two (2) days before school opens,

one (1) of which shall be used as an in-service day, and an additional one (1) full in-service day or the equivalent if scheduled in the school calendar 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, social workers, behavior specialists, special education transition specialists, and speech language specialists, shall be equal to the in-school work year of teachers except that guidance counselors, psychologists, learning disability teacher consultants, social workers, behavior specialists, special education transition specialists, occupational therapists, and speech language specialists employed before September 1, 1993 shall work from September 1 through the beginning of the in-school work year of teachers, and from the end of the in-school work year of teachers through June 30. Guidance counselors, psychologists, learning disability teacher consultants, social workers, behavior specialists, special education transition specialists, occupational therapists, and speech language specialists employed on, or after, September 1, 1993, shall work a total of one-half (1/2) of the days scheduled from September 1 through the beginning of the in-school year of teachers, and from the end of the in-school year of teachers, through June 30. These days shall be mutually agreed upon and may be scheduled from September 1 through the beginning of the in-school work year for teachers, and/or from the end of the in-school work year for teachers through June 30. Guidance counselors, psychologists, learning disability teacher consultants, social workers, behavior specialists, special education transition specialists, occupational therapists, and speech language specialists who work beyond these days set forth above, with the Superintendent's approval, will be paid in accordance with Article VII,

Section C, Paragraph 1.

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

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 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 VII, Section A, Paragraph 3.
2. For Guidance Counselors, any necessary summer work within their home school will be distributed equally among all the counselors of each individual school.

D. Summer Work/Extended School Year – Special Services

1. Child Study Members which include psychologists, learning disability teacher consultants, social workers, and speech language specialists; behavior specialists, special education transition specialists, ABA coordinator, and occupational therapists shall receive a per diem compensation of one two-hundredth (1/200th) for days worked during July

and August. When employed during July and August, the work day shall be as stated in Article VIII, Section A, Paragraph 3.

2. Per Diem compensation will be fifty dollars (\$50.00) for one (1) hour (extended school year rate of pay) when the services are provided as a related service in a classroom setting (i.e. Speech Language Therapy, social skills, etc.)
3. CST members may be permitted to work up to three (3) days during the last two (2) weeks in August. Dates must be approved by the Assistant Superintendent of Pupil-Special Services or designee
4. CST Evaluation Case Management Procedures: The following procedures will be followed to complete CST evaluations and meetings within state mandated guidelines.
 - a. Determination of Need for Summer CST Cases:
 1. Each CST member will send the Assistant Superintendent of Pupil-Special Services or designee a list of all outstanding CST cases that may not be completed by the last day of school for students.
 2. This list is due by May 15th with updated lists provided each Friday until the Friday following the last day of school for the students/teachers
 - b. Distribution of ESY/Summer CST Case Management and Evaluations:
 1. The Assistant Superintendent of Pupil-Special Services or designee will send a notice to all CST members by May 1st as to their availability to work over the summer for evaluations, identification meetings and eligibility meetings. This

information is to be given to the Assistant Superintendent of Pupil-Special Services or designee by May 15th

2. Cases which are determined not to be completed by June 30, but which need completion prior to September 1, shall be completed according to Article VII, Section C, Paragraph 3.
3. The Assistant Superintendent of Pupil-Special Services or designee will divide the cases evenly according to the CST members' availability and rotating seniority.:
 - a. CST members can apply to work any number of days/weeks that they wish to work.
 - b. Anyone willing to work 6 or more weeks over the summer will be given preference based on seniority
4. CST members working in the schools for the ESY Program and then going to the Education Center to work for three and one-quarter ($3\frac{1}{4}$) hours, shall receive the per diem compensation stated in Article VII, Section D, Paragraph 2; and shall receive per diem compensation of one-half ($\frac{1}{2}$) of one two-hundredth ($\frac{1}{200}^{\text{th}}$) for days worked during July and August.
5. If the CST member has not completed their work during the school year, barring any unforeseen circumstances, they may not be eligible for summer work.

E. Summer Work – School Nurses/Athletic Trainers

1. All school nurses and athletic trainers who report for sports physicals shall be paid a per diem compensation of one two-hundredth (1/200th).
2. All school nurses who report to review immunization records, etc. for newly registered students shall be paid a per diem compensation of one two-hundredth (1/200th) for a full day or thirty-five dollars (\$35.00) per hour for up to five (5) hours as assigned by the 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. At the elementary level, a teacher lunch period shall be 45 minutes in duration. Teachers will be required to report for duty fifteen (15) minutes before the late bell and shall be permitted to leave fifteen (15) minutes after student dismissal. In the high schools and middle schools, when an eight (8) period schedule is in effect, teachers shall be required to report for duty ten (10) minutes before the late bell and shall be permitted to leave eight (8) minutes after student dismissal. Up to four (4) middle school teachers may opt to receive a flex schedule reporting for an assignment fifteen (15) minutes before the contractual start of the school day and leaving at student dismissal. The specific arrival and departure time for all teachers shall be designated by the school principal.

The workload of an elementary teacher with a .5 assignment will be one-half (1/2) of the total instructional time of a full-time teacher. In addition, .5 elementary teachers will report fifteen (15) minutes before the start of their teaching assignment and will be permitted to leave fifteen (15) minutes after the completion of their teaching assignment.

3. The work day for guidance counselors, nurses, behavior specialists, special education transition specialists, inclusion facilitators, occupational therapists, speech language specialists, psychologists, learning disability teacher consultants, and social workers will consist of not more than seven (7) hours and fifteen (15) minutes, shall be duty free and shall include a forty-five (45) minute duty-free lunch time and a fifteen (15) minute break to be scheduled during the work day. The starting and ending times shall be flexible.
4. 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.
5. Except for emergency situations, teachers may be required to remain after the end of a work day or report back in the evening no more than the contracted number of meetings each month without additional compensation. Any teacher who is required to work beyond the school day more than the contracted number of meetings each month shall be compensated at the rate of twenty-five dollars (\$25.00) per hour. Except for emergencies, teachers shall not be required to attend after school meetings during the week of Back-to-School Night or Parent/Teacher Conference sessions. Required evening activities shall be limited to chaperone duty, Back-to-School Night, and Parent-Teacher Conference sessions.
 - a. Evening Parent-Teacher Conference Sessions/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 Conference sessions 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 Conference sessions 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 conference sessions are scheduled.
- (c) Each evening conference session and Back-to-School Program shall count as one (1) of the required meetings per month. Elementary afternoon conferences do not count as one (1) of the monthly meetings.

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

- hours
- (3) High Schools
High School Back-to-School Program
or traditional Parent-Teacher
Conference sessions shall not exceed
three (3) per year. A conference
session may be scheduled up to two (2)
hours in duration.
 - (4) (a) Each evening conference session
and Back-to-School Program shall
count as one (1) of the required
meetings per month.
 - (b) Traveling and part-time teachers will
not be required to attend more than
three (3) conference sessions and one
(1) back-to-school night per year nor
more than one (1) building per
conference night. Notification of said
schedule shall be given at the
beginning of each school year by the
teacher's supervisor.
- b. School-level meetings shall be defined as faculty
meetings, departmental meetings, in-service sessions,
grade-level meetings, and after-school team meetings.
All faculty members are required to attend scheduled
meetings. Head coaches will be excused only if there
is an NJSIAA scheduled game or practice.
- (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) All four (4) meetings may be scheduled for
one (1) hour and fifteen (15) minutes.
 - (3) Joint meetings involving two (2) or more
schools will be one (1) hour sessions.
 - (4) 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. In the event that there is a 5th
meeting, the 5th meeting will not exceed one

- (1) hour.
 - (5) All meetings shall be scheduled on Tuesday except in an emergency.
 - (a) When two (2) meetings are scheduled on the same Tuesday, the principal/supervisor will notify staff as to which meeting they shall attend.
 - (6) Any staff member excused from a scheduled meeting may be required to attend a make-up meeting on the Wednesday that follows the meeting.
 - (7) 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.
 - (8) Except in an emergency, notification of all meetings will be given forty-eight (48) hours in advance. The agenda for all meetings shall be given to the teachers at least twenty-four (24) hours prior to the meeting.
 - (9) 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).

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. 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 for one-half of the school year. English and AP teachers shall have one-half year of hall duty and no homeroom or a.m. assignment.
 - 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 shall be assigned two hundred twenty-five (225) minutes' preparation planning time per week in usable blocks excluding recess time. No "block" can be less than thirty (30) minutes in length. Passing time will not be scheduled as part of the preparation period for elementary special subject teachers.
 - d. 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 four (4) successive years at the high school or three (3) successive years at the middle school, 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. This overload compensation shall be capped at a maximum of \$10,000 per year from July 1, 2011 to June 28, 2014. Effective 12:01 AM on June 29, 2014, the overload compensation shall be \$8,000.
 - 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). Effective 12:01 AM on June 29, 2014, the maximum overload compensation shall be one-thousand six-hundred dollars (\$1,600).
 - 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 c.
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 7.
18. Middle School Team Coordinators will be compensated at the rate of one thousand (\$1,000) dollars per year. Major duties and responsibilities are subject to the terms and conditions of employment as specified in the current contract.
19. The ESL teacher(s) at the high schools and middle schools responsible for testing shall be compensated one thousand five hundred dollars (\$1,500.00) for the

school year, and be assigned a full duty normally assigned a teacher except a duty will not be assigned during ESL testing. The elementary ESL teacher will be compensated at an hourly rate of twenty-five dollars (\$25.00) per hour to complete testing and/or related responsibilities.

20. Consultation time for special education teachers and regular education teachers will be provided.
21. Release time from duties on the secondary level and during elementary in-class support classes for the preparation of IEP's and Alternate Proficiency Assessment (APA) shall be provided after consultation with the principal.

ARTICLE IX CLASS SIZE

Every effort will be made to keep class size to a minimum and to distribute the departmental teaching load in a fair and equitable manner. Concerns regarding scheduling or teaching load inequities should be addressed to both the supervisor 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 classroom teacher to a non-teaching role. Characteristic of a duty is that it is non-voluntary, with required attendance in a specific room or location, and does not involve pupil instruction. Generally, the duration or length of such duty is approximately equivalent to one (1) class period, with certain exceptions that are previously recognized (e.g. lunch duty). In

an effort to clarify terms and their usage, the Agreement specifies the following as duties:

1. Duties that are equivalent to a class/instructional period (to be limited to one (1) per day):
 - a. Lunch Duty (this is less than a period historically because lunch for pupils is less than a class period)
 - b. Hall Duty (specified/fixed location)
 - c. In-House Suspension/Student Resource Center (or equivalent)
 - d. Study Hall (middle/high school)
 - e. Team Meetings (middle school)
 - f. Lavatory Monitoring Duty (middle/high school)
 - g. Any other duty assigned by the principal or his/her designee.
2. Duties may be assigned for a quintile, quarter, semester, or a school year.
3. Every effort will be made to rotate 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 written approval of the building principal. Compensation will be provided at the maximum mileage rate per mile permitted under the NJ statute. 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 permitted under NJ statute.

**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. Prior to the start of the next school year, teachers shall be given an email notification of the receipt of a request for a voluntary transfer.

C. Involuntary Transfers

1. Teachers being recommended for involuntary transfer will receive written notification of same from the

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

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

1. To the extent possible, notice of new positions or vacancies shall be posted on the District Website and/or District E-mail System as far in advance as practical, but not less than seven (7) days before the final date when applications must be submitted when

school is in session and for not less than ten (10) working days during July & August. Teachers who desire to apply for any vacancy shall submit their applications via the online application system and/or as specified in the posting within the limit specified on the posting.

B. Criteria for Notice

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

C. Application Procedures

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

D. Appointment Procedures

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

E. Resulting Transfers

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

F. Emergency Posting

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

1. The position will be posted in-house using the e-mail system, paper posting, and/or online application system for a minimum of two (2) working days. Specific deadline dates for receipt of the application or letter will be noted.
2. Personnel applying for the position must apply for the said position as outlined in the posting (ex. In writing, online, etc) All applicants applying via the online application system will receive email confirmation of their application within five (5) working days of receipt of the application.
3. In the event that the position cannot be filled, this posting will be district-wide. Timelines should be adjusted accordingly.
4. Examples of such positions to include, but not limited to:
 - a. 6th period teaching assignments
 - b. supplemental instruction
 - c. home instruction
 - d. NJ ASK/HSPA 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, Home Applied Behavior Analysis Provider, and federal, state, and privately funded projects shall be publicized in accordance with procedures as set forth in this Agreement. Summer teaching and curriculum openings shall be publicized not later than the preceding May 1 and adult school openings not later than September 15. Teachers applying for adult school

positions shall be notified of the action taken not later than October 15. Saturday enrichment course openings shall be publicized by November 1. Home instruction openings will be publicized as they occur. All applicants will receive email confirmation within five (5) days of receipt of their applications.

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. The rate of compensation for an extended school year shall be fifty (\$50) dollars per hour (6A:14-4.3) for teachers and speech language specialists. The rate of compensation for individuals performing ABA services after school shall be Fifty (\$50) dollars per hour. Services will be provided in consultation with the district's ABA Program Coordinator.

C. Stipends

1. All curriculum revisions and other special projects (e.g. Report Cards, District interdisciplinary units, textbook selection, attendance procedures, midterm and final exams, etc.) will be paid at an hourly rate of 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 agree to conduct approved in-service workshops shall be compensated as follows:
 - a. Fifty (\$50) dollars for each in-service hour taught.
 - b. Reading Specialists 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.

- d. Professional Development hours will be awarded for each hour taught, as well as for preparation hours.
4. The stipend for teachers in the Adult and Continuing Education Program shall be twenty-five dollars (\$25.00) per hour for each year of this contract.
5. Teachers assigned to perform supplemental/supplementary instruction shall be compensated as follows:
 - a. Thirty dollars (\$30.00) per period for one (1) student.
 - b. Thirty-seven dollars (\$37.00) per period for two (2) students.
 - c. Forty dollars (\$40.00) per period for three (3) to five (5) students.
6. Teachers assigned to conduct NJASK 6, 7, 8 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 NJASK 6, 7, 8 review will be compensated thirty-five (\$35) dollars per forty-five (45) minute session.
7. Teachers participating in the district initiated Camp Bernie program shall receive a stipend of 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, team or collaborative setting shall be observed individually. If needed, observations may evaluate the way the team works together. In such cases, the observation shall not mention staff members by name.
4. Formal classroom observations for the purpose of assessing teacher performance and teacher evaluation shall be conducted only by administrative 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. A notice must be filed with the principal and the Association representative by the teacher if the teacher has not received the written report 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 Development Plan (PDP) shall be developed by the evaluator and teaching staff member. The PDP shall be based on the job description and shall focus on the most important areas of professional growth. The PDP shall provide general guidance for continued professional development and/or focus on clearly identified remedies for areas needing improvement. The PDP 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 Inquiry Program

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

**ARTICLE XVII
INSTRUCTIONAL DUTIES OF TEACHERS**

A. Curriculum

All teachers shall carry out the requirements of the approved curriculum.

B. Conferences

Teachers shall be responsible for participating in conferences with teaching and supervisory personnel for purposes of

evaluating instructional progress and planning new programs and instructional techniques.

C. Record Keeping

Teachers shall keep an accurate record of grades and attendance of their pupils.

D. Subscriptions and Solicitations

Teachers shall not allow a subscription or solicitation of any kind to be taken without consulting the school principal who shall have the approval of the Superintendent and the Board of Education.

E. Textbooks, Supplies, and Equipment

Teachers shall be responsible for all textbooks, educational supplies, and equipment belonging to their rooms. They shall keep an accurate record of the distribution of textbooks among their pupils, noting the condition of the textbook when loaned and when returned. A book lost or damaged to an unusual degree shall be replaced or paid for by the pupil. Teachers shall be responsible to the principal for reporting the loss or damage and shall assist in the collection of money due if requested by the principal.

F. Use of Class Time

Teachers shall not prepare report cards or lesson plans during class time.

**ARTICLE XVIII
TEACHER FACILITIES**

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

1. Adequate storage space;
2. Work areas including equipment, updated software packages, and duplicating equipment;
3. A faculty lounge, including a phone.
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.
4. Committee members shall have the opportunity to submit items for the next meeting's agenda.

5. District CCC minutes shall be distributed to all employees via district e-mail within 3 school days of the monthly meeting.

B. School-Wide Curriculum Coordinating Committee

1. The principal of each school shall organize, with input from the Association Representative, a curriculum coordinating committee.
 - a. Beginning no later than October, this committee shall meet on a monthly basis. The building meeting shall occur prior to the district-wide CCC meeting. This committee shall focus its attention on problems related to curriculum and instruction, administrative and organizational policies, and local school problems, and may make recommendations in writing to the building principal for his/her response.
 - b. Problems and/or issues affecting district-wide policy shall be referred for consideration by the district-wide curriculum coordinating committee.
2. Membership on this committee shall include personnel from the various professional positions within the organizational structure of the school (administrators, teachers, media specialists, etc.) Provision shall be made for both appointed and elected representation by regular classroom teachers.
3. Criteria for selection to this committee and term of appointment shall be in accordance with the provisions of Section A, Paragraph 3. of this Article.
4. School-wide CCC minutes shall be distributed to all school-based employees via district e-mail within 3 school days of the monthly meeting.

**ARTICLE XX
LEAVES OF ABSENCE**

A. Sick Leave

1. Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such disease in his/her immediate household.
2. Personnel shall be allowed ten (10) days of sick leave in any school year without loss of pay (**N.J.S.A. 18A:30-2**). Guidance counselors, psychologists, learning disability teacher consultants, social workers and speech language specialists hired prior to 7/1/05 shall receive eleven (11) sick days per year. Guidance counselors, psychologists, learning disability teacher consultants, social workers, special education transition specialists, behavior specialists, occupational therapists and speech language specialists hired on or after 7/1/05 shall receive ten (10) sick days per year. All days of sick leave not utilized shall be accumulative. (**N.J.S.A. 18A:30-3**).
3. Upon depletion of annual and accumulated sick leave, 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. If notification of an absence occurs after 6:00 a.m. at the high school, 6:30 a.m. at the middle school, or 7:00 a.m. at the elementary school or the Education Center, personnel will contact their assigned building.
7. Teachers will be given a written accounting of accumulated sick leave days on their payroll stub.
8. Teachers who retire from the TPAF or pass away after having completed ten (10) years of service in Edison will receive payment for sick days accumulated in Edison. Payment for unused accumulated sick leave will be for one hundred percent (100%) of eligible days at the rate of thirty-five (\$35) dollars per day up to the maximum allowable as per state statute (**18A:30-3.5**) and, if permitted by law, payable to his/her estate.
9. Sick leave payout for a non-voluntary reduction in force could be held for 2 years, as determined by the employee. An employee who voluntarily leaves receives no payout.

B. Personal Leave

1. Personnel may be absent from school duties for two (2) personal days without loss of pay. No reason is needed. Formal notification to the teacher's principal or other immediate supervisor for personal leave should be made at least two (2) to five (5) days before taking such leave. Payment for personal absences beyond the 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. Teachers may carry one (1) day of a five-day bereavement leave for up to one (1) year. The Superintendent may grant exceptions.
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 three (3) 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.
6. Any bereavement leave shall be taken within fourteen (14) days of the death of the relative.

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 family or medical leave begins. District provided medical, dental, and prescription benefits will terminate upon conclusion of paid sick leave and unpaid Family Leave (if eligible). Thereafter, all affected employees will be eligible to continue benefits under COBRA. No COBRA reimbursements will be made.
 - e. In case of hardship, as determined by the Board, the Board shall grant three (3) additional months of unpaid medical leave with benefits. The Board's determination of hardship shall not be subject to the arbitration provisions of this contract.
 - f. All accumulated sick leave must be used before Family Leave and Unpaid Medical Leave begin, except, at the discretion of the employee, a maximum of 15 days may be retained for future use. The employee will remain responsible for their medical premium contribution (per state guidelines) while receiving a district-provided medical benefit.
 - g. A teacher returning from disability leave shall file with the Superintendent or designee a certificate from his/her physician certifying his/her fitness to resume assigned duties.
 - h. Should the situation requiring disability leave change, e.g., if surgery is postponed, or a pregnancy results in miscarriage or stillbirth, the Superintendent may authorize early termination of the leave.

2. Leave for Temporary Disability—Non-Tenured Teachers

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

teacher's contract.

3. Child Care Leave

A. The Board of Education shall grant to any tenured teacher, male or female, an unpaid leave of absence to provide necessary care for his/her infant child, natural or adopted, who is no more than six (6) months of age at the time such leave is requested.

1. The Board shall grant upon receipt of a written request a Child Care Leave to extend up to the end of the tenured teacher's contract or school year, whichever is applicable. Said written request for "Child Care Leave" shall be made as soon as possible but not less than 60 days prior to commencement (see below)
2. Child Care leaves shall end on the last day of the marking period or the last day of the school year in the case of the last marking period.
3. Teachers on child care leave shall be entitled to no benefits while on such leave except as may be required by law. Current law (Family Leave) allows a twelve (12) calendar week extension of medical benefits at no cost to the employee except for any state-mandated contributions. A teacher on child care leave who wishes to continue health insurance coverage, beyond the twelve (12) week extension, may purchase any or all available coverage by paying to the Board the group premium rates which the Board is charged.
4. "Child Care Leave" shall be extended, if requested by a tenured teacher, for one (1) additional school year if said leave was initially requested to commence during any prior school year.
5. Any teacher with tenure status adopting an infant preschool child shall receive a leave which shall commence upon receiving actual custody of said child or earlier if necessary to fulfill the requirements for adoption. Such

leave may extend for the remainder of the school year and if requested, for one (1) additional school year. No teacher on adopted infant child leave shall, on the basis of said leave be denied the opportunity to substitute in the Edison Township Schools in the area of said teacher's certification or competence. Where possible, adequate notice shall be given prior to the commencement of the leave.

6. Employees on leave under this article shall notify the Board in writing no later than April 1st of the last year of their leave of their intent to return or not return to the district.

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

C. Teachers on child care leave shall be eligible for substituting.

D. For leaves governed under the Federal/NJ Family Leave Act, the duration of leave and return dates will follow the guidelines pursuant to the law. But in the case of the last marking period the Superintendent may require the employee to return no later than May 15th or stay on leave through the remainder of the school year. A total of 10 Family Illness Days (if applicable) and /or Personal Days may be utilized in conjunction with the NJ Family Leave Insurance Program. No other Paid Time off may be utilized in conjunction with the Federal/NJ Family Leave Act/Insurance Program.

F. Scholarship and Teaching Leaves

A leave of absence without pay of up to two (2) years shall be granted to any teacher who is the recipient of a full-time

scholarship such as a Fulbright Scholarship. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach at an accredited college or university.

G. Leave of Absence Due to Illness in the Family

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

H. Military Leaves

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

I. Other Leaves of Absence

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

J. Leave Benefits

All benefits to which a teacher was entitled at the time his/her leave of absence commences, including unused accumulated sick leave and credits towards sabbatical eligibility, will be restored to him/her upon his/her return. The teacher shall be

assigned to the same position he/she held at the time the leave was awarded if that position is available, or to a substantially equivalent position.

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.

1. If on any day during the period of jury duty the teacher is not required to report for such duty, he/she shall report for work on that day.
2. In the case of the employee being required to call the court system during the workday for their assignment, said employee will not be required to report for work on that day.

L. Return from Paid Leaves

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

**ARTICLE XXI
SABBATICAL LEAVES**

A. Definition

1. The superintendent, at his or her discretion, may grant up to two sabbatical leaves annually to educators covered by the Professional Employees contract. A recipient may choose to take a leave for one semester at a rate of 100% of annual salary during that period or a leave for the entire school year at a rate of 50% of annual salary.
2. There will be two classes of eligibility and the superintendent may grant a sabbatical to a professional in each class:
 - a. Employees of the school district for at least

- seven years after attaining tenure but less than 14 years will be eligible for consideration in one class
- b. Employees of the school district for at least 14 years after attaining tenure will be eligible for consideration in another class
3. These sabbatical leaves are meant to advance the professional's knowledge in his or her field identified by the superintendent. The use of the leave should serve the needs of the school district.
 4. Candidates must submit proposals for how they will make use of the sabbatical. The leave should be a vehicle for scholarly pursuits. Priority will be given to two types of proposals:
 - a. Those involving research on curricular and instructional issues
 - b. Degree-track graduate studies approved by the superintendent in a campus-based program.
 5. The superintendent may appoint a committee to screen proposals and to make recommendations to him or her.
 6. As a condition of receiving a sabbatical leave, a candidate must, during the semester following his or her return to full-time employment, make a presentation, open to the entire faculty, of his or her research findings and their application to practice and write a paper worthy of publication or, for those who have pursued formal studies, make a presentation on what he or she has learned that has significance to the Edison Public Schools.
 7. Decisions of the superintendent on requests pursuant to the above shall be made based upon consistent and fair criteria and shall not be subject to appeal.

B. Return to District

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

C. Salary Status

Upon return from sabbatical leave, a teacher shall be placed

on the salary schedule at the level he/she would have achieved had the teacher remained actively employed in the system.

D. Insurance and Pension

Hospitalization benefits and pension membership shall continue without interruption.

E. Application

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

F. Criteria

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

1. The requirement which may exist to meet residency requirement of a degree program.
2. The value of the program to the individual, as determined from the candidate's application and through personal interview with the Superintendent or designee.
3. The value of the program to the district, as determined from the relationship of the program to the candidate's present or potential assignments in the district, i.e., the capability of the program to provide the candidate with additional competencies which could be of future value to the district.
4. The applicant's length of service as a teacher in the district, and secondarily in the profession. This factor will be applicable only after the guidelines above have been considered, and only in light of the fact that those with lesser service will have greater future opportunity to reapply if their request is not granted.

G. Tuition

A teacher on sabbatical shall be eligible for tuition payment.

for graduate courses in accordance with existing policy during the year of the sabbatical.

ARTICLE XXII
SUBSTITUTES AND CLASS COVERAGE

A. Rate of Pay For Substitutes

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

B. Class Coverage

1. Each teacher shall have an uninterrupted preparation period each day. The practice of using regular teachers as substitutes, thereby depriving them of their preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Such coverage shall be arranged by the school principal and shall be distributed as equitably as possible among the teachers in the school.
2. Substitute Coverage for Teachers who are Absent— Teachers who are assigned by the school principal to cover for teachers who are absent shall be paid at the rate of thirty (\$30) dollars 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 thirty (\$30) dollars 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 thirty (\$30) dollars 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 the Horizon Direct Access \$10 co-pay plan or equivalent which will include the major medical, surgical, hospitalization, etc. benefits as provided by the State of New Jersey. The current co-payment is ten (\$10) dollars. The benefit package as provided and the network of participating doctors and hospitals can be accessed at the Horizon Blue Cross Blue Shield website:
www.horizonblue.com.
- 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.
- c. If the dental plan includes coverage for tooth implants, this coverage will not be considered as a requirement to satisfy the equal-to-or better-than clause, if and when, the district seeks an alternative dental provider.

3. Prescription Plan:

- a. The Board shall provide a Single and Family Diabetic Prescription plan with no co-pays for prescriptions, supplies, and equipment.
- b. The Board shall provide the Benecard Prescription Plan or equivalent. The current co-payment is ten (\$10) dollars for brand name and three (\$3) dollars for generic..

4. The annual premiums for health and prescription coverage will be based on four categories: single, husband/wife (legally united by marriage certificate or certified civil union), parent/child (single parent with child(ren)), and family.

5. Pursuant to Chapter 78, P.L. 2011 revised health benefit contributions will begin effective September 1, 2011. The contributions shall be 1.5% of the employee's pensionable salary or as per the Health Benefits Contribution Table as outlined in Chapter 78, whichever is greater.

B. Policy on Insurance Coverage: Rules and Regulations.

1. Family Coverage: An employee who has a spouse or certified civil union partner and dependent children shall be eligible for full family coverage.
2. Husband/Wife Coverage: An employee who has a spouse or certified civil union partner who does not have dependent children shall be eligible for husband/wife coverage.
3. Single Coverage:
 - a. An unmarried employee, divorced person, widow or widower who does not support a family with dependents shall be eligible for single coverage.
 - b. Long Term Substitute Teachers shall be eligible for single coverage for health, prescription, and dental benefits and may purchase additional coverage (i.e. family, spouse, or child) at the prevailing group rate.
4. Parent/Child Coverage: Any single employee with a dependent child or children shall be eligible for parent/child coverage.
5. It shall be the responsibility of the employee to fully furnish all essential evidence to establish eligibility.
6. Employees who elect not to participate directly in the medical insurance coverage and prescription plan as outlined in Section A above shall receive two thousand five hundred (\$2,500) dollars annually at the end of each contract year of non-participation. The Board shall reimburse the premium cost for continued enrollment in the alternate insurance plan for any employee who elects not to participate in the medical insurance coverage and prescription plan as outlined in Section A above should said employee lose insurance coverage through another source until said employee is eligible to re-enroll in the insurance coverage provided by the Board. An additional two hundred (\$200) dollars will be paid if the employee also does not participate in the dental coverage. Any employee that elects not to participate in the health plans must complete the opt-out form annually and certify that they have alternate health insurance.
7. All employees shall notify the Board, without delay, when eligibility changes or ceases. Employees shall

be subject to payroll deduction as necessary to reimburse the Board or its carrier for benefits erroneously paid.

8. The Board shall provide the Association with a Master Copy of the Health Service Provider's program.
9. The Board will not change insurance plans/carriers without first discussing the proposed change with the Association. Any unilateral change in coverage shall be equal to or better than that currently in effect during the life of the contract.
10. Whenever any change in insurance benefits occurs for any other association representing employees in the Edison Township School District, the Board and Association may agree to reopen negotiations.
11. Voluntary HMOs may be made available by the Board.
12. A voluntary Section 125 Flexible Spending Account may be made available by the Board.

ARTICLE XXV PERSONAL AND ACADEMIC FREEDOM

A. Personal Life

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

B. Citizenship

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

ARTICLE XXVI
GRADUATE STUDIES

A. Tuition Reimbursement

1. Each teacher, upon submission of an invoice, a college bill and a transcript indicating satisfactory completion of graduate studies in areas related to the field of education will, each year, be granted tuition reimbursement. Tuition reimbursement shall be limited to 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. In order for a board of education to provide to an employee tuition assistance for coursework taken at an institution of higher education or additional compensation upon the acquisition of additional academic credits or completion of a degree program at an institution of higher education:
 - a) The institution shall be a duly authorized institution of higher education as defined in section 3 of P.L.1986, c.87 (C18A:3-5.3);
 - b) The employee shall obtain approval from the superintendent of schools prior to enrollment of any course for which tuition assistance is sought. In the event that the superintendent denies the approval, the employee may appeal the denial to the board of education. and
 - c) The tuition assistance or additional

compensation shall be provided only for a course or degree related to the employee's current or future job responsibilities.

4. Graduate courses eligible for reimbursement and salary guide credit must be approved in advance by the Superintendent or designee before enrollment in the course. The request will be made on the designated form along with the applicable course descriptions.
5. Reimbursement for a previously approved eligible graduate course will be made after successful completion of the course with a grade of B or better after submission of a receipt showing the course was paid and the transcript indicating the grade and credit granted.
6. Tuition reimbursement will be made up to and including BA+45 credits. To qualify for further reimbursement, a master's degree is required.
7. Teachers hired on or after July 1, 1986 will be reimbursed for graduate study in accordance with the provisions of this Article only when the course work is in the teacher's field of certification or related to their present assignment. When a Master's Degree is earned, teachers may pursue graduate studies in any area related to the field of education.
8. For teachers employed on or after July 1, 1986, there shall be no further tuition reimbursement once a teacher is placed on the Sixth Level (MA+30).
9. For teachers employed on or after July 1, 1986, there shall be no degree differential granted beyond the sixth level +15 credits (MA+45).

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

Integrated Pre-School/Elementary School

2:00 p.m. – 4:00 p.m.

Middle School

2:00 p.m. – 4:00 p.m.

High School

1:00 p.m. – 3:00 p.m.

4. Pre-School general education teachers will attend in-service programs with kindergarten staff. Pre-school special education teachers will attend in-service programs with the Special Education Department.
5. Documentation certificates for Continuing Ed hours shall be issued within thirty (30) days of the in-service, workshop or program. For committee work, certificates will be issued within thirty (30) days of the last committee meeting in the school year.
6. Each in-service session shall count as one of the contracted monthly meetings

B. Professional Development 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. School Professional Development Committee

Each school shall have a School Professional Development Committee (SPDC) as state regulations require. These SPDCs shall be composed of three classroom teachers elected by the teachers within the building and one administrative representative.

- 1) The SPDC shall assess building professional development needs. The needs should be based on, but not limited to, meeting the goals of the school level plan.
- 2) The SPDC shall plan and implement professional development programs in accordance with the standards of the State of New Jersey at the

recommendation of the Board.

- 3) The SPDC shall present its plan to the District's LPDC for its review according to state guidelines.
- 4) Teachers who serve on their building's SPDC shall receive release time up to two days for their committee work, whether in building work or trainings provided to SPDC members through the district.
- 5) Teachers who serve on the SPDC or who provide professional development training to others shall receive credit for their committee work and/or training activities in accordance with the 100 hours guidelines.

D. 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, 2011 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, an agency fee from NJEA for services rendered by the Association at the maximum level permitted by law. Such fee will be deducted from salary and transmitted to the Association in the same manner as are dues of Association members.
2. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

**ARTICLE XXIX
MISCELLANEOUS PROVISIONS**

A. Board Policy

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy. For any changes in the law, the Board will extend to the Association the courtesy of providing input and informational updates, especially when terms and conditions of employment are impacted.

B. Separability

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

C. Compliance

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

D. Non-Discrimination

The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of the Agreement on the basis of race, creed, color, age, religion, disability/handicap, national origin, sex, domicile, marital status, political activities, or Association affiliation.

E. Printing

Copies of this Agreement shall be printed at the equal expense of the Board and the Association 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 e-mail, certified mail, hand delivery or campus mail as follows:

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

G. Strikes, Sanctions, Lockouts

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

H. No Reprisal

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

**ARTICLE XXX
SALARY GUIDE**

2010-11	STEP	2011-12	2012-13	2013-14
	1	46,575	48,000	50,000
1, 1.5, 2	2	49,000	50,000	50,500
2.5, 3	3	50,200	51,200	51,000
3.5, 4	4	52,000	52,000	52,000
4.5, 5	5	54,500	54,000	54,000
5.5, 6	6	56,500	56,500	56,500
6.5, 7	7	60,000	60,000	60,000
7.5	8	64,200	64,200	64,200
8	9	69,000	68,000	68,000
8.5	10	74,000	73,750	73,750
9	11	80,000	79,500	79,500
9.5	12	86,000	85,000	85,000
10	13	91,600	92,100	92,600

DEGREE DIFFERENTIALS:			
For teachers employed prior to July 1, 1986:		For teachers employed after July 1, 1986:	
Degree	7/1/11 – 6/30/14	Degree	7/1/11-6/30/14
BA+15	1,802	BA+15	1,802
MA	3605	MA	3,605
MA+15	5,444	MA+15	5,444
6 th	7,282	6 th	7,282
6 th + 15	9,158	6 th +15	8,182
7 th	11,033		
Ph.D	12,476		

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

**ARTICLE XXXI
SALARY PROVISIONS**

A. Payment Procedure

1. Teachers shall be paid in twenty (20) equal semi-monthly installments.
2. Teachers may individually elect to have 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 voluntary direct deposit banking program.

B. Salary Guide Credit

1. Effective for unit personnel new to the district, who are hired on or after July 1, 2011, one-half (1/2) credit for up to six (6) years of teaching or related experience will be given. In addition, full credit for up of four (4) years military service will be given.
2. Effective for certified nurses and speech language specialists who are new to the district who are hired on or after July 1, 2011, one-half (1/2) credit for up to twelve (12) years of experience in nursing/speech therapy may be given at the discretion of the Superintendent. In addition, full credit for up to four (4) years military service will be given.

C. Tenure Increment

All tenured teachers will receive an additional tenure increment of two hundred fifty dollars (\$250.00) beyond the salary guide.

D. Increment Step Credit

1. Staff members who are on the payroll for 50% of their

work days plus one day shall receive a full-step increment on the salary guide. Staff members who work 50% or less of their work days shall receive no step increment on the salary guide.

2. If certification or documentation of such has, because of extenuating circumstances beyond the teacher's control, been delayed, loss of increment will not be incurred by the teacher. Once certification has been received and verified by the Board, said teacher will enjoy all employment credit provided by existing contract language. Any loss of compensation will be reimbursed by the Board.

E. Differentials

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

XXX, Salary Guide.

Longevity will be attained in the following manner:

1. Any Certificated employee of the Edison Public School system who is in their 13th year of employment in 2011-12 will be placed on Step 15 of the longevity chart for 2011-12.
2. All Certificated employees who have received longevity in 2010-11 will immediately be placed on their updated longevity step for 2011-12; their placement on the longevity table will correspond to their 2011-12 longevity payment, which corresponds to an additional two (2) steps on the 2011-12 longevity chart (Example: A person "frozen" on year 14 longevity in 2011-12, based on the 2010-11 longevity, will move to step 15 for 2011-12; they are then placed on step 17 on the longevity chart for 2011-12).
3. All Certificated employees with less than 13 years of service in the Edison Public School system in 2011-12 will attain longevity upon completion of 14 years of service in the Edison Public School system, and will be placed on the longevity chart step 15 on the 1st day of their 15th year of service in the Edison Public School system. On the 1st day of each successive year of service to the Edison Public School system, the employee will advance to the next longevity step.
4. A longevity payment of \$500 will be attained upon completion of 35 years of service in the Edison Public School system and will begin such longevity on the 1st day of the 36th year of service (or for those with completion of 35 years or more of service) for all Certificated employees of the Edison Public School system beginning in the 2011-12 contract year.

H. Longevity and Tenure, Adjustments

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

I. Additional Compensation

1. Guidance counselors, psychologists, learning disability teacher consultants, occupational therapists, and social workers, employed before September 1, 1993 shall be compensated at the rate of ten percent (10%) above their appropriate step and level of the teachers' salary guide. Guidance counselors, psychologists, learning disability teacher consultants, social workers, behavior specialists, special education transition specialists and speech language specialists employed on or after September 1, 1993 shall be compensated at the rate of five percent (5%) above their appropriate step and level of the teachers' salary guide.
2. Middle school head counselors shall receive, in addition to their annual salary, compensation of three thousand one hundred (\$3,100) dollars annually. Such compensation shall be included in the total salary for pension purposes.
3. Guidance counselors who assume additional sections above the normal workload due to a long-term absence shall be compensated at the rate of twenty (\$20) dollars per homeroom section per day after the 5th consecutive day with a maximum of one hundred (\$100) dollars per day.
4. CST members and speech therapists overload evaluations will be compensated at two hundred forty dollars (\$240.00) per team member per evaluation. The Assistant Superintendent of Pupil-Special Services will divide the cases evenly according to CST members' availability and rotating seniority. When necessary, the Assistant Superintendent of Pupil-Special Services may use his/her own discretion in assigning cases.
5. All school nurses and athletic trainers who report for sports physicals shall be paid 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).
6. Athletic Trainer coverage shall be assigned when:

A. The Athletic Trainer may work six (6) consecutive days within a calendar week. If a seventh (7th) day is required and no substitute trainer is available, the Athletic Trainer may work a seventh (7th) day and receive Substitute Athletic Trainer coverage pay.

B. When two (2) sporting events occur simultaneously and one (1) of the athletic events is held off of school grounds.

C. The rate of pay will be thirty-five dollars (\$35.00) per hour.

D. The Trainer who is covering shall report to the assignment fifteen (15) minutes prior to the scheduled start time and will remain fifteen (15) minutes after the completion of the athletic event.

E. The Substitute Trainer will be reimbursed at the maximum mileage rate per mile permitted under NJ Statute.

F. The Athletic Trainer in each high school will receive an annual stipend of Three Thousand Dollars (\$3,000.00) divided equally and payable on December 14th, March 14th and June 14th."

7. Any nurse who assumes an additional school shall be compensated at the rate of twenty-five (\$25) dollars per day per school.

8. Any speech language specialists, required to accept an additional case load due to the absence of another speech language specialist or a vacancy of a speech language specialist position, will be paid an hourly rate of fifty dollars (\$50.00) for any time necessary to complete the requirements of this additional workload.

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

J. Long Term Substitute Teachers

A substitute teacher attains a Long Term Substitute contract if:

1. They are hired for sixty (60) or more days for a teacher on a board-approved leave of absence.
2. Long Term Substitutes will receive retroactive pay differential when their position as a daily substitute extends beyond sixty (60) days.
3. Long Term Substitute Teachers shall be compensated at an annual salary of Forty Thousand (\$40,000) dollars.
4. Long Term Substitutes will receive health benefits immediately when the substitute becomes eligible for coverage under the specifications of the health benefits carrier.
5. All terms and conditions of this agreement apply to Long Term Substitutes unless otherwise stated.

**ARTICLE XXXII
EXTRA PAY FOR EXTRA SERVICES**

A. Instructional Program Assignments

<u>Position</u>	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>
Technology Distribution Coordinator			

High School	2,861	2,861	2,861
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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	2,861	2,861	2,861
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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 at the end of the regular school day, shall be counted as one (1) monthly

meeting if the duration of the assignment is in excess of thirty (30) minutes.

Elementary School	2,861	2,861	2,861
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Technology Maintenance Coordinator

High School	2,861	2,861	2,861
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and shall teach two (2) classes less than the normal teaching load in said teacher's subject area and be assigned no non-teaching duty.

Middle School	2,861	2,861	2,861
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and shall be assigned no non-teaching duty. However, when the duty is a team meeting, the technology maintenance coordinator will be permitted to be excused a minimum of three (3) meetings per week. If necessary, and with administrative approval, additional time may be granted. Any required computer assignment that occurs beyond the time indicated at the end of the regular school day, shall be counted as one (1) monthly meeting if the duration of the assignment is in excess of thirty (30) minutes.

Elementary Science Maintenance	1,279	1,279	1,279
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Elementary Computer Maintenance	2,861	2,861	2,861
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Any required computer assignment that occurs beyond the time indicated at the end of the regular school day, shall be counted as one (1) monthly meeting if the duration of the assignment is in excess of thirty (30) minutes.

Intramural Activity Sponsor	610	610	610
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B. Co-Curricular Assignments

<u>Position</u>	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>
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HIGH SCHOOL

Co-Curricular Liaison	3,913	3,913	3,913
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(will teach three (3) periods a day)

Band	5,380	5,380	5,380
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Drama	4,700	4,700	4,700
Yearbook	3,866	3,866	3,866
Vocal Music	3,866	3,866	3,866
Newspaper	3,866	3,866	3,866
Band Fronts	3,594	3,594	3,594
Jazz Band	3,486	3,486	3,486
Orchestra	3,486	3,486	3,486
Assistant Band Director	3,486	3,486	3,486
Senior Class	3,486	3,486	3,486
Junior Class	3,486	3,486	3,486
Student Council	3,486	3,486	3,486
Odyssey of Mind	3,486	3,486	3,486
Model U.N.	2,347	2,347	2,347
Music Director	1,722	1,722	1,722
Assistant Drama	1,722	1,722	1,722
Business Manager (Yearbook)	1,722	1,722	1,722
Sophomore Class	1,380	1,380	1,380
Freshman Class	1,380	1,380	1,380
National Honor Society	1,380	1,380	1,380
Ushers, Ticket Takers, Timers & Announcers at athletic events (per event at high school)	44	44	44
Tech Maintenance Coordinator	2,861	2,861	2,861
Tech Distribution Coordinator	2,861	2,861	2,861

<u>Position</u>	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>
MIDDLE SCHOOL			
Drama	2,347	2,347	2,347
Band	2,347	2,347	2,347
Odyssey of the Mind	2,347	2,347	2,347
Orchestra	2,347	2,347	2,347
Vocal Music	2,347	2,347	2,347
Yearbook	2,347	2,347	2,347
Newspaper	1,380	1,380	1,380
6 th Grade Student Council Co-Advisor	1,380	1,380	1,380
7 th Grade Student Council Co-Advisor	1,380	1,380	1,380
8 th Grade Student Council Co-Advisor	1,380	1,380	1,380
Tech Maintenance Coordinator	2,861	2,861	2,861

Tech Distribution Coordinator	2,861	2,861	2,861
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<u>Position</u>	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>
ELEMENTARY SCHOOL			
Safety Patrol	1,043	1,043	1,043
Student Council	1,043	1,043	1,043
Newspaper	1,043	1,043	1,043
Odyssey of the Mind	1,043	1,043	1,043
Computer Maintenance	2,861	2,861	2,861
Tech Distribution Coordinator	2,861	2,861	2,861
Science Maintenance	1,279	1,279	1,279

C. Club Assignments

- Two (2) categories of clubs have been established: Class A and Class B. Classification shall be determined based on, but not limited to, the following criteria: membership, meeting times, educational value/community service, plans for the year, and longevity of the club's existence.
- Club stipends in each category and the number of clubs in each category in the high schools, middle schools, and elementary schools are as follows:

	<u>Class A</u>		<u>Class B</u>
2011-12	875	800	500
2012-13	875	800	500
2013-14	875	800	500
High School Clubs	14	13	4
Middle School Clubs	11	10	2
Elementary School Clubs:			
2011-12	5		1
2012-13	5		1
2013-14	5		1

- Clubs designated as pilot clubs shall be compensated at the rate of five hundred dollars (\$500.00) for one (1) year in duration. Change in category status shall be determined by utilizing the existing review procedures in Section D. below. The pilot clubs will be allocated as follows: High Schools – 4 each; Middle Schools – 2

each; Elementary Schools – 1 each. These allotments shall not be cumulative nor may any pilot club status exceed one (1) year in duration.

D. Review Procedures

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

E. Coaching Assignments

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

F. Classification of Sports

Sports shall be classified as follows:

- | | |
|----------------------------|---------------------|
| A1– Football | C– Cross Country |
| A– Basketball (boys/girls) | D– Golf |
| Wrestling | Bowling |
| Baseball | Strength Training |
| Softball | (Annual) |
| Soccer (boys/girls) | E1– HS Cheerleading |
| | (boys/girls) |

B- Tennis (boys/girls)	E- MS Basketball
Spring Track (boys/girls)	(boys/girls)
Volley Ball (boys/girls)	MS Soccer
Lacrosse	(boys/girls)
Ice Hockey	MS Wrestling
Winter Track	
(boys/girls)	

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
2011-2012, 2012-2013, 2013-2014**

	<u>A1 - Football</u>				
Step/Year:	1	2	3	4	5/5+
Head Coach	6,519	6,519	6,858	6,858	7,194
Assistant Coach I	4,284	4,284	4,626	4,626	4,788
Assistant Coach II	4,163	4,163	4,484	4,484	4,626

A - Basketball (boys/girls), Wrestling, Baseball, Softball

	<u>Soccer(boys/girls)</u>				
Step/Year:	1	2	3	4	5/5+
Head Coach	6,319	6,319	6,658	6,658	6,994
Assistant Coach I	4,084	4,084	4,426	4,426	4,588
Assistant Coach II	3,963	3,963	4,284	4,284	4,426

**B - Tennis (boys/girls), Spring Track (boys/girls)
Volleyball (boys/girls), Lacrosse, Ice Hockey, Winter Track
(boys/girls)**

	1	2	3	4	5/5+
Head Coach	5,656	5,656	5,990	5,990	6,332
Assistant Coach	3,963	3,963	4,254	4,254	4,426

C - Cross Country

Step/Year:	1	2	3	4	5/5+
Head Coach	5,212	5,212	5,545	5,545	5,670
Assistant Coach	3,792	3,792	3,920	3,920	4,297

D - Golf, Bowling, Strength Training (Annual)

Step/Year:	1	2	3	4	5/5+
Head Coach	4,738	4,738	5,040	5,040	5,376
Assistant Coach	3,627	3,627	3,789	3,789	3,963

E1 - High School Cheerleading (boys/girls)

Step/Year:	1	2	3	4	5/5+
Head Coach	3,044	3,044	3,196	3,196	3,363
Assistant Coach	2,136	2,136	2,229	2,229	2,333

**E - Middle School Basketball (boys/girls), Soccer (boys/girls)
Wrestling, Cross Country**

Step/Year:	1	2	3	4	5/5+
Head Coach	2,444	2,444	2,596	2,596	2,763

Assistant Coach 1,536 1,536 1,629 1,629 1,733

Step Placement:

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

**ARTICLE XXXIII
DURATION**

A. Duration Period

This Agreement shall be effective from July 1, 2011 to June 30, 2014. This Agreement shall not be extended orally and it shall expire on the date indicated.


B. Sidebar Agreements

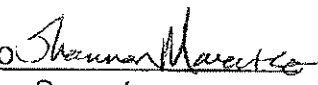
This contract has incorporated all pre-existing sidebar agreements. Any pre-existing sidebar agreement not incorporated in this contract is null and void.

C. Witness


IN WITNESS WHEREOF, the parties hereto have caused these agreements to be signed by their duly authorized officers and their seals to be hereto affixed, this 21st day of May, 2012.

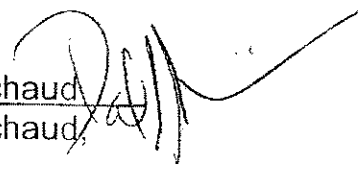
FOR THE ASSOCIATION:

Emil Ferlicchi 
Emil Ferlicchi, President

Shannon Marasco 
Shannon Marasco, Secretary

FOR THE BOARD:

Gene I. Maeroff 
Gene I. Maeroff,
President

Daniel P. Michaud 
Daniel P. Michaud,
Secretary

May 14, 2012
Date ratified by the
Edison Township
Education Association

ETEA Negotiating Team
Emil Ferlicchi, President

Ellen Baxter
Jeffrey Bowden
Gerard Campione

Matthew Hrevnak

May 21, 2012
Date ratified by the
Edison Township
Board of Education

BOE Negotiating Team
Gene I. Maeroff, Board
President

Frank Heelan, Board Member
Lori Bonderowitz, Board Member
Peter Pitucco, Director, Human
Resources
Daniel Michaud, Business
Administrator/Board Secretary
Ronald Bolandi, Board
Negotiator
Andrew Brown, ESQ., Board
Negotiator

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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, social workers, behavior specialists, special education transition specialists and speech language specialists)
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)
PDP	Professional Development Plan
PPO	preferred provider organization
PR&R	Professional Rights and Responsibilities Committee

TPAF
TSDE

Teachers' Pension & Annuity Fund
Teacher Self-Directed Evaluation