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PREAMBLE

This Agreement signed this 14th day of August, 2023, 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"***.

W I T N E S S E T H:

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,-core content leaders, staff development trainers, nurses, media specialists, co-curricular liaison persons, coaches, athletic trainers, school counselors, psychologists, learning disability teacher consultants, social workers, special education transition specialists, behavior specialists, special education inclusion facilitators, speech language specialists, occupational therapists, interventionists, instructional coaches, reading specialists, behavior intervention specialist, 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.

C. Job Title/Description Changes

The board shall notify the Association president and/or his/her designee of any changes to existing job titles and job descriptions, as well as the creation of any job titles/descriptions that shall materially impact the recognition clause, as outlined in Article I, Item A.

ARTICLE II
NEGOTIATIONS OF SUCCESSOR AGREEMENT

A. Legal Authority

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

B. Exchange of Information

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

C. Representation

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

D. Modification of Agreement

1. Representatives of the Board and the Association's negotiation committee shall meet upon the request of either party for the purpose of reviewing the

administration of and/or amending this Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

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

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

4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the representatives of the Board and the Association, and be submitted for ratification to the Board and to the Association.

E. Maintenance of Benefits

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

ARTICLE III
BOARD POLICIES

A. Implementation

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

B. Review and Enforcement

1. All Board of Education policies will be upheld and enforced by all Board employees who are party to this Agreement, as well as by all Administrators, Principals, and Supervisors.

2. All Board of Education policies are posted on the district website – http://www.edison.k12.nj.us

3. All Board of Education policies and regulations as well as any revisions will be sent to the Association Office.

4. The Staff shall be notified of all new and or revised policies and regulations in a timely manner via school e-mail.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Definition

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

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting the welfare, or terms and conditions of employment, of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Pre-Grievance Intervention

   a. A teacher, who has a concern/problem/issue that is based on contractual language, or Board policy or procedures, or an administrative decision, should first arrange an appointment with the principal or immediate supervisor involved, to discuss the matter. The aggrieved employee may choose to have the Association's designated representative discuss the grievance in question. The discussion should commence no later than ten (10) school calendar days after the concern/problem/issue became known.

   b. The attendance of an Association Representative should be considered if the problem may involve more people than the individual involved; if the matter is disciplinary in nature; if it involves an observation or evaluation, and/or if it involves working conditions for a group of people. In such matters, it is advisable to have an Association Representative in attendance for advice and guidance as to the Association's viewpoint.

   c. A pre-grievance conference is meant to be informal in nature. The concern/ problem/ issue should be clearly presented, and possible solutions or suggestions to address the concern may be offered by the aggrieved employee. Every effort should be made to consider all possible solutions put forth, and to resolve the matter at this level. The Association Representative 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) school calendar days after the concern/problem occurs. A grievance may not be filed by the ETEA later than six (6) months after the occurrence of the concern/problem regardless of when the employee became aware of the concern/problem.

   b. A Level I grievance must, at the least, specify the following information: (1) the date of the event or action being grieved; (2) the date the grievance is filed; (3) the specific provisions of the contract or specific board policies allegedly violated, and/or administrative decision(s) affecting the terms and conditions of employment; (4) the manner in which same have been violated; and, (5) the remedy sought. The grievant must attach, to the Level I grievance, documentation supporting the grievance.

   c. A conference shall be scheduled within five (5) school calendar days of the receipt of the Level I Grievance. A conference will be held between the principal/supervisor, the aggrieved employee, and the Association representative in an effort to address the aggrieved employee's concerns.

   d. The response of the principal/supervisor will be communicated in writing to the aggrieved employee, the Association representative, and the Association Office within ten (10) school days after the conference has been held.

3. Level II:
   If the response of the principal/supervisor is not acceptable to the aggrieved employee and/or the Association, within twenty (20) school days after the level I decision is rendered, the Grievance Committee may refer the grievance to the Superintendent of Schools. The Superintendent, or his/her designee, will confer with the President and/or Grievance Chairperson of the Association, and if deemed necessary by the Superintendent, the aggrieved employee. A decision, in writing, shall be delivered within ten (10) school days to the aggrieved employee and the Association office.

4. Level III:

   a. If the Grievance Committee is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the Grievance Committee and/or an official designee(s) of the Association may refer the grievance to the Board of Education within ten (10) school days. The Board may, in its discretion, conduct

a hearing within thirty (30) school days of the Board's receipt of the grievance. The Board shall render its decision, in writing, within thirty (30) school days from receipt of the grievance, or if a hearing is held, within 10 school days after the hearing. The Board's decision shall be delivered to the Association office and the Superintendent of Schools.

b. If requested by the Association, an opportunity to present any, or all, Level III grievances for up to twenty (20) minutes per grievance shall be availed the Association President, and/or the Association Grievance Chairperson.

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

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

a. The parties will arrange to have arbitration meetings at mutually agreed upon sites in Edison Township.

b. The arbitrator shall be without power or authority to make awards contrary to or inconsistent with the terms of the Agreement or of applicable law, rules or regulations having the force and effect of law.

c. The award of the arbitration shall be binding. To the extent permitted by law, only the Board and the Association shall be given copies of the arbitrator's report of findings and award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's ruling.

d. The arbitrator's fee shall be shared equally by the Board and the Association.

e. The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator.

f. The Association agrees that it will not bring or continue any grievance which is substantially similar to a grievance denied by the arbitrator.

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

7. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should

be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

D. Rights of Teachers to Representation

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

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

E. Miscellaneous

1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers in more than one building, the Grievance Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievances shall commence at Level II. The Grievance Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Levels I, II, and III shall be communicated in writing, on forms previously adopted (see 5. below), and any denial shall specify the reasons/basis for denial. Copies will be sent to the parties in interest, including all grievants, and to the Association, Attn: Grievance Committee. The Superintendent shall inform all administrative staff of any decision rendered, and the Association shall inform all Association Representatives.

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

4. Any teacher in the Edison Township School system, or any other person under the supervision or control of the Edison Township Board of Education, if required by the Association and Board, shall be made available for appearance at any arbitration, grievance or P.E.R.C. hearing as requested by the Association or the Board without any loss of pay while attending such hearings.

5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE V
TEACHER AND BOARD RIGHTS

A. Rights and Protection in Representation

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

B. Just Cause Provision

1. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or denied renewal of contract without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure pursuant to N.J.S.A. 34:13A-29, et. seq.

2. It is expected that all parties will exhibit professional behavior at all times.

3. If the necessity for an oral reprimand occurs, it should be done in a professional manner and in a private location, such as the Administrator's office, or any other location affording privacy of communication.

C. Required Meetings or Hearings

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

1. The ETEA president or his/her designee has a right to accompany and participate in meetings in which any of the ETEA members are summoned to attend that are disciplinary or evaluative in nature. Prompt notification of the nature of the disciplinary or evaluative meeting and an agenda shall be given in advance for such meeting for which an ETEA member is summoned.

2. For an investigative interview of any witness who requests representation, the ETEA president and the superintendent shall promptly collaborate on the need for such representation.

3. Nothing herein shall limit Weingarten rights afforded to employees.

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. Dues

1. The Board agrees to deduct from the salaries of its teachers' dues for the Edison Township Education Association, the Middlesex County Education Association, New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with existing laws and under the rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Edison Township Education Association by the fifteenth (15th) of the month following the monthly period in which the deductions were made. The Association treasurer or designee shall disburse such monies to the appropriate association or associations.

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorization for dues or other deductions may be received after August 1, under rules established by the State Department of Education. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 *(NJSA 52:14-15.9e)*.

4. A teacher who wishes to withdraw from Association membership or to terminate deductions for other Associations' services and programs must notify the ETEA membership chair prior to December 1 or May 31 or on the anniversary of the date of hire. Upon completion of the required paperwork, the ETEA membership chair shall, in turn, notify the payroll department. Withdrawal will be effective thirty (30) days after proper notification is filed.

5. The Association has or shall provide the Board with copies of written authorization forms signed by any and all unit employees who have or shall

indicate their desire to be a member of the Association and have a payroll deduction implemented for the payment of dues in an amount stated on the form submitted. The Board shall not require any such employee to sign any additional forms or documents related to their desire to join, or decline to join, the Association or have their dues deducted from their salary.

B. Access to Negotiations Unit Members

1. The Board shall provide to the Association access to all members and potential members of the negotiations units.

2. Access to members of the Association and potential members (negotiations unit members) shall include, but not be limited to the following:

    a. The Association and all of its affiliates (NEA, NJEA and MCEA) shall have the right to meet with individual employees on the premises of the school/workplace during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues.

    b. The Association and all of its affiliates (NEA, NJEA and MCEA) shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on workplace premises and to use buildings and facilities to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Association, and internal union matters involving the governance or business of the exclusive representative employee organization.

    c. The Association and all of its affiliates (NEA, NJEA and MCEA) shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees within thirty (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings. Meeting duration time is for a minimum of 30 minutes, with final duration of time needed to be determined by the Association.

    d. Within ten (10) calendar days from the date of hire of any employee, the board shall provide the contact information to the Association in an Excel file format or similar delimited style file format that has manipulability and has been agreed to by the Association. It shall include: all information as outlined in the Workplace Democracy Enhancement Act.

    e. Beginning on January 1, 2019 and every one hundred and twenty (120) calendar days thereafter, the Board shall provide the Association, in an Excel file or similar delimited style format that has manipulability agreed to by the Association, information for all employees (members, prospective members and non-members) as outlined in the Workplace Democracy

Enhancement Act. Said information are not government records and are exempt from any disclosure requirements of *P.L.1963, c.73 (C.47:1A-1 et seq.)*.

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

g. 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.

h. The Association shall be provided an updated seniority list for each job classification by August 31 of each year for the prior contract year.

C. Association Protection

1. The Board and/or its agents, members of the administration, shall not encourage negotiation unit members to resign or relinquish membership in the Association and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to the Association or its unified affiliates, either verbally or in writing.

2. The Board and/or its agents, members of the administration, shall not encourage or discourage an employee from joining or assisting the Association.

D. Enforcement

Any WDEA provisions not explicitly written into the collective bargaining agreement shall be incorporated within, as if such provisions were written into the collective bargaining agreement. These provisions shall be enforceable through the grievance procedure.

E. Release Time

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

F. Information

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

G. 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 upon request by the Principal.

H. Leave for Association President

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

I. Exclusive Rights

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

J. Release Time for Association Representatives

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

1. At the middle school, the Head Building Association Representative will have a duty-free schedule. In addition, the middle school Association Representative will be exempt from a homeroom or bus supervision assignment.

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

3. A total of fifty (50) days per five-year contract without loss of pay shall be granted to the Association for use by any of its officers or authorized representatives to attend conventions, conferences, institutes, hearings, meetings, or other events that pertain to Association business. No one representative shall be permitted to use more than four (4) Association days per contract year. Prior notification of these days shall be made to the Superintendent by the Association President.

ARTICLE VII
SCHOOL CALENDAR/WORK YEAR

A. School Calendar

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

B. Work Year

1. The in-school work year of teachers, except school counselors, psychologists, learning disability teacher consultants, social workers, occupational therapists and speech language specialists, shall be 182 days, with up to two (2) days before school opens, one of which shall be used for opening meetings/department meetings and one (1) day before school as a convocation and professional development day. Additionally, there shall be up to six single-session professional development days during the school year (see Article XXVII). For single session days that are not Professional Development days, see article VIII, Section A, Item 2. However, if school is scheduled to open on September 1, teachers (except as indicated in 4. below) shall not be required to report for work prior to September 1.

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

3. New Personnel Training

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

    b. Training on the teacher evaluation model shall be provided to all new staff and shall clearly outline developmentally appropriate exemplars and specific descriptors for each domain and element within the teacher practice model. The training shall include the specific information

regarding the rating system and criteria for Student Growth Percentiles, the development and assessment of Student Growth Objectives, and how the final rating is determined for each component and the evaluation system as a whole. New employees shall be trained within thirty (30) school days from the date they first report to work and will not be evaluated until they have been trained on the evaluation system.

4. Up to one (1) day in September before schools open for students (as described in 1. and 2. above) shall be used for administrative faculty meetings and department meetings. The balance of the time shall be used to prepare instructional areas/classrooms for the opening of school, with the exception of Kindergarten and preschool teachers who shall conduct teacher-led Kindergarten and preschool orientation at that time. Orientation is designed to alleviate the first day nervousness of students, to allow them to see their classrooms and get to know their teacher with the intention of making the first day a smoother process. Parents are invited in by the principals to meet with the administration while children are in classrooms with their teachers, and learn about school procedures (arrival, dismissal, health concerns etc.) Pre-school and Kindergarten teachers shall attend Back-to-School night.

5. Any Child Study Team member who is required to accept additional work outside of the assigned workload established two (2) days after the August Board of Education Action Meeting shall be compensated at a rate of one hundred ($100) dollars per hour. This would also go into effect for covering absences, illness, resignations, or decreased staffing on their assigned workload.

6. In the event that a Child Study Team member has an increased workload as a result of reassignment related to absence, illness, resignation, or vacancy, they shall be entitled to reimbursement as specified in Article VII, Section B, Number 5. Within the first ten (10) work days of the new assignment, the additional workload resulting from the new assignment and requisite payment shall be determined, in consultation with the Assistant Superintendent of Pupil and Special Services or his/her designee, and subject to his/her final approval of the same.

7. The preschool Case Management/Exiting Team's assigned workload shall consist of the caseload given on September 1 (not to exceed 73). Any additional cases shall be "additional work" and shall be compensated at the rate of pay noted in Article VII, Section B, paragraph 5.

C. Summer Work - School Counselors

1. School 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 VIII, Section A, Paragraph 3.

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

3. Middle School Head School Counselors shall be compensated at the rate of fifty dollars ($50.00) for each hour of work when incidental services (less than one full day) are provided for assistance with scheduling or schedule-related issues as requested by the Supervisor or Building Administrator. This shall be considered separate and apart from the per-diem compensation outlined in Article VII, Section C, Item 1 above.

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

1. Child Study Members (CST) which include psychologists, learning disability teacher consultants, social workers, and speech language specialists and occupational therapists shall receive a per diem compensation of one two-hundredth (1/200th) for days worked during July and August. When employed during July and August, the work day shall be as stated in Article VIII, Section A, Paragraph 3.

2. Per Diem compensation will be as outlined in Appendix A, line 2 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 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:

        i. 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.

        ii. 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:

        i. 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

ii. The Assistant Superintendent of Pupil-Special Services or designee will divide the cases according to the CST members' availability. CST members can apply to work any number of weeks that they wish to work. Anyone willing to work 4 or more weeks over the summer will receive priority and will be assigned to work based on seniority. Additional cases will be distributed to the remaining CST members at one-week intervals on a rotating seniority basis.

iii. CST members working in the schools for the ESY Program and then going to the Education Center to work for three and one-quarter (3¼) hours, shall receive the per diem compensation stated in Article VII, Section D, Paragraph 2; and shall receive per diem compensation of one-half (1/2) of one two-hundredth (1/200th) for days worked during July and August.

iv. If the CST member has not completed their work during the school year, barring any unforeseen circumstances, they may not be eligible for summer work.

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

1. All school nurses and athletic trainers who report for sports physicals shall be paid at the hourly rates as outlined in Appendix A, Line 1.

2. Athletic Trainers who are working in the capacity of an athletic trainer shall be compensated at the rate of 1/200th of their salary for daily work for a minimum of four (4) hours.

3. All school nurses who report to review immunization records, etc. for newly registered students shall be paid **at the hourly rates as outlined in Appendix A, Line 1** as assigned by the Superintendent or designee.

4. All Instructional Coaches shall be compensated at the rate of Fifty ($50) per hour for summer work if required by the superintendent or his/her designee, based on the availability of the instructional coach not to exceed 5 full work days or the equivalent of thirty five (35) hours, commencing two weeks prior to the start of school.

F. Sports Physicals/Kindergarten Registration

1. School nurses who are authorized to complete sports physicals and kindergarten registration outside of normal working hours shall be compensated at the hourly rate as outlined in Appendix A, Line 15.

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.
    a. Elementary homeroom teachers will be required to report for duty at 8:40 and shall be permitted to leave at 3:40 except for single-session Parent-Teacher Conference Days, on which teachers shall be permitted to leave at 1:40. Elementary teachers with a homeroom shall report to their assignment in their respective classrooms to receive students at 8:45.
    b. All other elementary professional staff will report to their respective assignments at 8:45. At the elementary level, any teacher (with the exception of homeroom teachers as noted above) required to start their school day prior to 8:45 or end their day after 3:45 shall be compensated at the class coverage rate of pay.
    c. Middle School Teachers when a seven (7) period schedule is in effect, 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 except for single-session Professional Development Days (see Article XXVII).
    d. 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 except for single session Professional Development Days (see Article XXVII).
    e. Middle school teachers, at a ratio of 1 teacher per 200 students, 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.
    f. The workload of an elementary teacher with a .5 assignment will be one-half (1/2) of the total instructional time of a full-time teacher. In addition, .5 elementary teachers will report fifteen (15) minutes before the start of their teaching assignment and will be permitted to leave fifteen (15) minutes after the completion of their teaching assignment.

3. The work day for school counselors, nurses, occupational therapists, psychologists, learning disability teacher consultants, and social workers will consist of not more than seven (7) hours and fifteen (15) minutes, shall be duty free and shall include a forty-five (45) minute duty-free lunch time and a fifteen (15) minute break to be scheduled during the work day. The starting and ending times shall be flexible. Counselors who work beyond the contracted workday, such as those who conduct/proctor testing (State, AP, etc.) shall be given a flex schedule on testing days or shall be compensated at the class coverage rate of pay.

4. The work day for speech language specialists will consist of not more than seven (7) hours and fifteen (15) minutes, and shall be duty free**.** However, Speech Language Specialists may be given an AM or PM Assignment, homeroom (at the Secondary Level), bus or hall supervision and shall have a forty-five (45) minute duty-free lunch time and a fifteen (15) minute break to be scheduled during the work day. The starting and ending times shall be flexible. Speech language specialists shall have 150 minutes per week, prorated on shortened weeks, designated for testing of students, and/or non-student contact responsibilities associated with their assignment.

5. All teachers with a homeroom or teaching assignment occurring at the start of the school day shall be in their respective rooms five (5) minutes before the late bell in the morning.

6. Except for emergency situations, teachers may be required to remain after the end of a work day or report back in the evening no more than the contracted number of meetings each month without additional compensation. Any teacher who is required to work beyond the school day more than the contracted number of meetings each month shall be compensated at the rate of twenty-five dollars ($25.00) per hour. Required evening activities shall be limited to chaperone duty, Back-to-School Night, and Parent-Teacher Conference sessions.

7. Evening Parent-Teacher Conference Sessions/Back-to-School Night Programs

   a. Elementary Schools

      i. The Back-to-School Program, which shall be in-person, shall be scheduled during the fall semester, shall not exceed one (1) per year. Every effort will be made to minimize the number of Back-To-School Nights at the elementary level.

      ii. Parent-Teacher Conferences sessions shall not exceed two (2) during the fall and two (2) during the spring semester - all of which shall be evening conferences which shall occur between 5:00 and 6:30 PM. All conference days shall be single session days. In addition, up to one (1) of the six half-day Professional Development Days may be designated as an afternoon Parent-Teacher Conference Day. Elementary Teachers will be

provided with release time during the normal work day in the event additional conference time is needed due to half-day kindergarten sessions and/or elementary platooning.

iii. Teachers of the Gifted and Talented program will host one parent information session in lieu of attending Back to School night.

iv. Pre-school teachers shall be given release time if more conference time is needed.

b. Middle Schools

i. The Back-to-School Program, which shall be in-person, shall be scheduled during the fall semester, shall not exceed one (1) per year. Every effort will be made to minimize the number of Back-To-School Nights at the middle school level.

ii. Parent-Teacher Conference sessions shall not exceed two (2) per year. The conferences shall be scheduled for a duration of up to two and one-half (2.5) hours. One conference shall be held during Quarter 1 and one conference shall be held during Quarter 3.

c. High Schools

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

8. Media Specialists and school nurses shall attend back-to-school night but will not be required to attend parent-teacher conferences.

9. Traveling and part-time teachers will not be required to attend more one (1) back-to-school night per year nor more than one (1) building per conference night. Traveling and part-time teachers shall attend up to two (2) conference sessions in each of the fall or spring semesters, not to exceed four (4) per school year. In addition, at the elementary level, they may be required to attend one (1) half-day PD conference session if scheduled with a total number not to exceed five (5) sessions per school year. Notification of said schedule shall be given at the beginning of each school year by the teacher's supervisor.

10. Speech Language Specialists shall be excused from evening conferences and Back-to-School Nights. In lieu of attending conferences/Back-to-School Night, Speech Language Specialists shall work their normal work day as specified in Article VIII(A)(4).

11. School-level meetings shall be defined as faculty meetings, departmental meetings, grade-level meetings, and PLC meetings delivered either in-person or

virtually. All faculty members are required to attend scheduled meetings. Head coaches will be excused only if there is an NJSIAA scheduled game or practice..

a. All meetings should commence no later than fifteen (15) minutes after student dismissal, except for joint meetings involving two (2) or more schools which will commence thirty (30) minutes after student dismissal and shall be one (1) hour sessions.

b. The number of meetings shall not exceed fifteen (15) per school year.

c. All meetings may be scheduled for up to one (1) hour including Association time (see item G).

d. All meetings shall be scheduled on Tuesday except in an emergency.

e. When two (2) meetings are scheduled on the same Tuesday, the principal/supervisor will notify staff as to which meeting they shall attend.

f. Any staff member excused from a scheduled meeting may be required to attend a make-up meeting on the Wednesday morning that follows the meeting.

g. An Association Representative may coordinate with the building principal to speak for ten minutes at any of the school level meetings in conjunction with the building administration-with the exception of joint meetings, or meetings which are comprised of breakout sessions, wherein the association representative may speak prior to any breakout session.

h. Except in an emergency, notification of all meetings will be given forty-eight (48) hours in advance. The agenda for all meetings shall be given to the teachers at least twenty-four (24) hours prior to the meeting.

i. Teachers shall have the opportunity to suggest items for the agenda to the principal or through the Association Representative.

j. Teachers shall complete GCN training on their own time, to be completed by the due date as determined by the Superintendent.

k. Professional Development hours shall be given for all PLC meetings, Teachers Working in Groups (TWIGs), GCN Training and Staff Trainings.

12. Staff required to do the Reading Disabilities GCN training shall have the option of doing the training during one of the single-session in-service days.

13. 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 meetings if attendance at such meeting applies only to a

segment of the staff in a building. However, if the entire staff is required to attend a state-mandated meeting, then said meeting shall be conducted in accordance with the provisions of Article VIII, Section A. Paragraph 11.b.

14. Teachers shall be assigned one (1) after-school or evening activity chaperone coverage which is not to exceed two (2) hours and earns credit as one of the meetings for that month. High school graduation is voluntary and shall not count toward the one-event limit.

    A list of evening activities (chaperone duties) shall be developed and posted by the end of September and shall be chosen by staff on a first come, first serve basis. Any additional evening duty shall be compensated at $25 per hour.

15. Teachers may be expected to attend meetings related to a student IEP at the end of the school day or, by mutual agreement, prior to the start of the school day. Teachers who attend such meetings during prep time shall be compensated at the class coverage rate of pay. Attendance beyond fifteen (15) minutes shall be compensated at the class coverage rate.

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

B. Teaching Loads

1. Consistent with this Agreement, the daily teaching load will be established by the school principal.

    a. The daily preparation time for high school teachers shall be one (1) period of forty-five (45) consecutive minutes in a seven (7) period daily schedule, or two (2) periods of forty-three (43) consecutive minutes in an eight (8) period daily schedule. The daily preparation time for all high school English teachers and Advanced Placement teachers shall be two (2) periods of forty-five (45) consecutive minutes in a seven (7) period daily schedule, or three (3) periods of forty-three (43) consecutive minutes in 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. Every effort will be made to balance the teaching schedule so that no more than three (3) consecutive teaching/duty periods occur.

    b. At the middle school, the daily preparation time shall be one (1) period of forty-six (46) consecutive minutes in a seven (7) period daily schedule or the equivalent of two (2) classroom instructional periods in an eight (8) period daily schedule. Teachers who are assigned to a team shall receive one (1) additional preparation period per week, including on shortened weeks.

c. Elementary teachers (including pre-school and Kindergarten) shall be assigned two hundred twenty-five (225) minutes' preparation planning time per week in usable blocks excluding recess time. No "block" can be less than thirty (30) minutes in length. Passing time will not be scheduled as part of the preparation period for elementary special subject teachers.

d. On a full Professional Day, no preparation time will be given. If a teacher requests to attend an AM or PM Professional Development Day and it results in a loss of preparation time, they will not be compensated or provided preparation time. If they are assigned an AM or PM Professional Development Day, they will be compensated either monetarily or with a preparation period.

e. On shortened schedule days (i.e., early dismissal and delayed opening) elementary teachers, including pre-school and Kindergarten teachers, shall receive a thirty-minute (30) preparation period.

f. Preparation time will be used at the discretion of the teacher.

g. Teachers of the self-contained special education programs shall be duty-free.

2. At the high school and middle school, the normal teaching load will be five (5) teaching periods, plus one (1) additional AM/PM assignment. Per Article X, Item C, Paragraph 1, which will be rotated on an equitable basis not to exceed four (4) successive years at the high school or three (3) successive years at the middle school, plus one additional duty assignment which will also be rotated in the same manner. Every effort will be made to restrict the teaching schedule to two (2) subject areas and a maximum of three (3) teaching preparations. Any teacher who assumes more than three (3) teacher preparations shall be duty free. Where it is administratively possible, regular classroom teachers in the middle and high schools will not be required to change subject area teaching stations more than three (3) times during the school day. For middle school physical education teachers, each grade level of PE and each grade level of health shall be considered a distinct prep.

3. Middle School Core Content Leader: Teachers of English or Math will teach two (2) classes per day. Teachers of Science or Social Studies will teach three (3) periods per day. Major duties and responsibilities are subject to the terms and conditions of employment specified in the current contract.

4. Any staff member (excluding nurses and CST members) may be assigned homeroom, hallway monitoring and/or bus supervision.

5. In the event Block Scheduling is introduced, the total instructional minutes of the normal in-school work day may not exceed the total minutes of the current daily teaching load of five (5) periods. If a modified/flexible Block Scheduling is

introduced, the total weekly instructional time in minutes necessary to implement said schedule may not exceed the total minutes of the teacher's teaching load of twenty-five (25) periods. Should any form of Block Scheduling be introduced, the Board and the Association agree to establish a committee to address necessary contract language.

6. For high school science teachers assigned laboratory courses scheduled for six (6) or seven (7) class meetings per week, the normal teaching load shall consist of four (4) class sections per day. On days when no laboratory period is scheduled, teachers may be assigned non-teaching duties within the science department or a library-related duty. These duties shall not include assignments for which compensation is ordinarily required (such as class coverage or supplemental instruction), and should not interfere with the teacher's ability to prepare and maintain laboratory materials, equipment, and supplies. If a science teacher assigned a reduced science schedule chooses to decline a second duty assignment, for each duty period refused, a four percent (4%) reduction in pay will be affected. 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 annually or a prorated portion for teachers whose sixth-period teaching assignment is less than a full school year as follows for each year of this agreement: 2023-24: $9,250; 2024-25: $10,000; 2025-26: $10,750; 2026-27: $11,500; 2027-28: $12,000.This additional compensation is pensionable only if the extra period is contracted with the teacher for half or up to a full school year due to a vacant position and there is not a permanent teacher to handle the workload. 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. Any teacher who is assigned by imposition a sixth-period teaching assignment shall not be responsible for any additional premium sharing for health benefits due to the increase in salary by teaching the sixth-period teaching assignment.

    b. The teacher shall be compensated for each class period in excess of twenty-five (25) periods a week (secondary) or thirty (30) periods per week (elementary specials) or for each additional period added to a full-time secondary science teacher's schedule which may be less than twenty-five (25) periods a week due to labs as follows for each year of this agreement: 2023-24: $1,850; 2024-25: $2,000; 2025-26: $2,150; 2026-27: $2,300; 2027-28: $2,400. This additional compensation is pensionable only if the extra period is contracted with the teacher for half or up to a full school year due to a vacant position and there is not a permanent teacher to handle the workload. 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). Any teacher who is assigned by imposition a teaching assignment in excess of twenty-five (25) periods per week (secondary) or thirty (30) periods per week (elementary specials) shall not be responsible for any additional premium sharing for health benefits due to the increase in salary by teaching periods in excess of twenty-five (25) periods per week (secondary) or thirty (30) periods per week (elementary specials).

c. In the event that a teacher is required to cover a sixth teaching period and the teacher does not currently hold the appropriate certificate to teach the course, the teacher will be compensated at the class coverage rate of pay plus the lesson planning rate of pay to the person writing the plans per Article VIII, section B, item 25

d. At the high school/middle school level, when an 8 period schedule is in effect, the teacher shall retain a non-teaching duty. At the high school level, the teacher shall retain a non-teaching duty assignment during the time he/she is assigned to a sixth-period teaching schedule. At the middle school level where a seven-period master schedule is in effect, the teacher shall have a duty-free schedule for the duration of the sixth-period teaching schedule schedule for the duration of the sixth-period teaching schedule

e. 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 district wide.

8. Teachers may leave the building during their scheduled duty-free period, or lunch period, if no conference or previous commitment has been made. However, for safety concerns, teachers must personally notify the office that they will be out of the building.

9. The non-teaching duty assignment of a contracted part-time teacher shall be a fraction of a full-time teacher's duty assignment. Such fraction shall not exceed that proportion of full-time teaching load that the teacher's part-time teaching load represents.

10. A contracted part-time staff member whose work day ends prior to the end of the school day does not have to come back at the end of the school day to attend any staff meetings. Any part-time staff member whose work day ends at the end of the school day is required to attend the staff meetings.

11. Teachers who travel to two (2) or more schools in the same day shall be assigned a duty-free schedule on that day. However, they may be assigned a homeroom.

12. All elementary reading specialists may be assigned a duty.

13. The instructional coaches 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 instructional coaches shall not be compensated for conducting workshops/in service programs within their home school to their home staff (per Article VII, Item C.3.b.). If they conduct workshops/in-service programs in schools other than their home school or to staff that are not members of their home school staff, they shall be compensated at the rate of fifty dollars ($50) per hour.

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 or pro-rated for a partial school year.

16. In the event that certified substitutes cannot be hired for extended absences of child study team members, cases may be assigned in accordance with Article VII, Section B, Paragraph 5 and 6.

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 XXX, Section I, Paragraph 9.

18. Middle School Grade Level 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 thirty dollars ($30.00) per hour to complete testing and/or related responsibilities. With the exception of emergencies, every effort will be made to limit testing to non-instructional time such as prep, lunch, prior to and after school.

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.

22. Pre-school, self-contained, LLD and MD teachers shall be provided release time to complete IEPs after consultation with the Principal or Assistant Superintendent of Pupil Services.

23. The Head District Nurse shall receive an annual, pensionable stipend of fifteen thousand ($15,000) dollars.

24. Special Education teachers assigned to three (3) or more different teachers shall be duty free.

25. Teachers who write lesson plans due to the long-term absence of a colleague when there is no long-term substitute shall be compensated at twenty-five ($25) per day.

26. Every effort will be made to ensure that ICR teachers and paraprofessionals within those classrooms are not pulled to cover other classes. In the event that the teacher or paraprofessional is pulled for class coverage, their in-class substitute should be properly qualified to perform the duties of a paraprofessional or special education teacher.

27. At schools which are staffed by one (1) nurse on a daily basis, the Certified Nurse shall be entitled to a minimum of 45 minutes per week of non-student time for clerical work, or a minimum of 45 minutes of clerical support by a qualified noncertificated staff member. The nurse will be available for emergencies.

Article IX
CLASS SIZE

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

Article X
NON-TEACHING DUTIES

A. Intent

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

B. Definition of a Duty - Secondary

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

1. Duties that are equivalent to a class/instructional period (to be limited to one (1) per day that does not infringe upon the job description/responsibilities of another ETEA member:

    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)/Lavatory Monitoring Duty (middle/high school)

    c. In-House Suspension/Student Resource Center (or equivalent)

    d. WIN/Study Hall (middle/high school)

2. Duties may be assigned for a quintile, quarter, semester, or a school year.

3. Every effort will be made to rotate duty assignments to ensure equity. It is urged that assignments should be rotated annually, with a maximum of three (3) consecutive years of service in any one (1) role/capacity.

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

1. An assignment is the scheduling by a principal (or designee) of a classroom teacher to a non-teaching role. Characteristic of an assignment is that it is non-voluntary, with required attendance in a specific room or location, and does not involve pupil instruction. The length of such assignment shall not exceed 15 consecutive minutes. Teachers shall have one assignment daily. In an effort to clarify terms and their usage, the Agreement specifies the following as AM/PM assignments:

    a. Bus supervision

    b. Hallway monitoring

    c. Homeroom (Board approved school hours)

    d. Crowd control

2. Assignments may be assigned for a quintile, quarter, semester, or a school year

3. Every effort will be made to rotate assignments to ensure equity. It is urged that assignments should be rotated annually, with a maximum of three (3) consecutive years of service in any one (1) role/capacity.

D. Application

1. Every effort will be made to reduce the number of non-teaching responsibilities, including clerical tasks, collecting money from students, and other chores of a non-professional nature.

2. Teachers shall not be required to drive students to activities away from school. Teachers may volunteer but must obtain prior written approval of the building principal. Compensation will be provided at the maximum mileage rate per mile permitted under the Internal Revenue Service rules for business use of automobiles. The Board will comply with the provisions of *N.J.S.A. 18A:16-6* regarding the indemnity of its teachers against civil actions.

ARTICLE XI
TEACHER EMPLOYMENT

A. Notification of Contract

1. Teachers presently employed shall receive notification of their contract by May 15 of each year.

2. The contract for newly hired teachers shall clearly differentiate between long-term substitute and regular employment status.

B. Previous Sick Leave Notification

All newly hired teachers shall be granted credits for accumulated sick 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. All teachers who resign or retire shall be entitled to an exit interview upon request.

ARTICLE XII
TEACHER ASSIGNMENT

A. Notification of Assignment

1. To the extent possible all teachers will be informed of their tentative teaching assignments including Building location / grade level and courses to be taught for the forthcoming year by June 1 of the current school year.

2. In the event that changes in teaching assignments take place after the close of the school year, teachers will be immediately notified by e-mail and phone 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. ***Notification of Assignment - Child Study Team***

1. Child Study Team Members shall be informed of their tentative building assignments for case management, CST evaluations, and provision of related services by June 1 of the current school year.

2. Child Study Team Members will be provided with their assigned workload including final building locations for case management, CST evaluations, and the provision of related services no later than two (2) working days after the August Board of Education Action Meeting. The assigned workload will be used as the baseline for determining “additional” work as per Article VII Section B, Paragraph 5.

3. Child Study Team members assigned to the preschool will either be assigned to the Initial Evaluation Team or the Case Management/Exiting Team. These are to be considered two separate assigned workloads.

C. Traveling Teachers

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

ARTICLE XIII
TRANSFERS AND RESIGNATIONS

A. Notification of Vacancies

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

B. Filing Requests

Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, shall file a written statement of such desire with the Superintendent no later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred in order of preference. Preference will be given to those within the district. Prior to the start of the next school year, teachers shall be given an e-mail notification of the receipt of a request for a voluntary transfer. When a position is posted, internal applicants shall be granted an interview. Every effort will be made to honor lateral transfers.

C. Involuntary Transfers

1. Teachers being recommended for involuntary transfer will receive written notification of same from the Superintendent by June 1. The teacher shall be notified prior to final action by the Board.

2. Any teacher receiving notice of a recommendation for involuntary transfer shall be entitled to a meeting with his/her principal and supervisor recommending such transfer prior to final Board action. The purpose of the meeting will be to discuss the reasons for the transfer.

3. Teachers who are involuntarily transferred shall receive written notification of the Board's action.

4. These guidelines may be waived in emergencies or unanticipated staffing needs such as resignations, enrollment changes, etc. However, the transferred teacher shall be entitled to a meeting as specified in Article XIII, Item C, Paragraph 2 above, upon request.

5. Head Building Association Representative(s) shall only be transferred after consultation with the Association President and the representative to be transferred, and no other alternative exists.

D. Transferred Teachers

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

ARTICLE XIV
PROMOTIONS AND VACANCIES

A. Positions and Procedures

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

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

B. Criteria for Notice

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

C. Application Procedures

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

D. Appointment Procedures

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

E. Resulting Transfers

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

F. Emergency Posting

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

1. The position will be posted in-house using the e-mail system, paper posting, and/or online application system for a minimum of two (2) working days. Specific deadline dates for receipt of the application or letter will be noted.

2. Personnel applying for the position must apply for the said position as outlined in the posting (ex. In writing, online, etc) All applicants applying via the online application system will receive e-mail confirmation of their application within five (5) working days of receipt of the application.

3. In the event that the position cannot be filled, this posting will be district-wide. Timelines should be adjusted accordingly.

4. Examples of such positions to include, but not limited to:

    a. 6th period teaching assignments

    b. Supplemental instruction

    c. Home instruction

    d. Preparation and review classes for NJ State testing

    e. Co-curricular assignments

    f. Technology Maintenance Coordinator

    g. After-school detention

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

A. Posting

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

B. Compensation

1. The rate of compensation for Home Instruction, Summer School and Summer Literacy Academy shall be paid at the hourly rate as outlined in Appendix A, Line 3 for the duration of this agreement 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. Any teacher employed during the Summer, other than for Summer School or Extended School Year, shall be compensated at their daily rate (1/200th) of pay.

2. The rate of compensation for Summer Enrichment and Summer Sports Camps shall be paid at the hourly rate as outlined in Appendix A, Line 5.

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 as outlined in Appendix A. All postings will include the hourly rate and hours allocated for the project. Supervisors will be responsible for estimating the time needed for completion of the project.

2. Persons selected for Saturday morning detention supervision will be compensated at the rate as outlined in Appendix A, Line 9 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. **For** each in-service hour taught, the teacher shall be compensated per the rates as outlined in Appendix A, Line 6.

b. Reading Specialists and elementary instructional coaches shall not receive additional compensation for conducting workshops in schools to which they are assigned.

c. Professional Development hours will be awarded for each hour taught, as well as for preparation hours.

4. The stipend for teachers in the Adult and Continuing Education Program shall be thirty-five dollars ($35.00) per hour for each year of this contract. This shall apply only to courses in which adult learners are enrolled.

5. Teachers assigned to perform supplemental/supplementary instruction shall be compensated at the hourly rates as outlined in Appendix A, Line 16 for one (1) student, two (2) students and three (3) to five (5) students as indicated.

6. Teachers assigned to conduct NJ State mandated tests/SAT preparation classes shall be compensated as follows:

   a. Fifty dollars ($50.00) At the hourly rate per class period as outlined in Appendix A, line 7.

   b. If the total number of students exceeds twenty (20), a new section will be formed.

   c. The class will meet two (2) times a week for a period of eight (8) weeks or sixteen (16) sessions.

   d. Teachers conducting after-school NJ State mandated tests/SAT prep review will be compensated at the rates as outlined in Appendix A, Line 8 per forty-five (45) minute session.

7. Teachers participating in the district initiated Camp Bernie program shall receive a stipend of three hundred dollars ($300.00) if overnight. If the trip is scheduled for one (1) extended school day, the stipend shall be two hundred dollars ($200).

8. Translators shall be paid Forty ($40) per hour. Preference is that translation is done during non-instructional time or after school. Every effort shall be made to limit interruptions to instructional time for translation.

9. Teachers participating in the district-sponsored Literacy Academy before and/or after school shall be compensated at the rate as outlined in Appendix A, Line 4 per 45-minute session.

D. State and Federal Programs

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

ARTICLE XVI
TEACHER EVALUATIONS

A. Teacher Evaluation Committee

1. The teacher evaluation committee shall meet annually, no later than October 15 of the current school year, to review the existing evaluation model and consider changes and adjustments to the evaluation model that may be necessary.

2. The committee shall be comprised of no more than 12 members, half of which shall be members of the ETEA, as selected by the President and/or his/her designee, and members of the administration as selected by the Superintendent and/or his/her designee.

3. At such time, all pertinent data related to evaluation shall be presented and discussed. This shall include (summative reports as referenced earlier) and all training materials used for both staff and administration.

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

1. Staff shall be notified of their observation cycle(s) and the names of their evaluators no later than September 15 of the current school year. If an observation is to be a “state mandated co-observation”, the employee shall be notified no less than 3 days prior of the names of the evaluators that shall be in attendance.

2. A pre-conference, when required, shall occur within seven work days prior to the observation, not including the day of the observation. Since lesson sequencing and components may vary based on the needs of the students, teaching staff members will not be penalized for adjusting the lessons to meet student needs. At least one observation should be announced and a pre-conference shall occur.

3. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, telephone or other video recording, computers, and any other electronic surveillance devices is strictly prohibited.

4. Observation reports shall be individual in nature and shall not mention other staff members by name.

5. 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.

6. No teacher member of the School Improvement Panel (ScIP), no other teaching staff member unless hired as a certificated supervisor or administrator in the district, nor any non-certificated staff member shall be permitted to evaluate, contribute to the evaluation of, or participate in the evaluation in any way (such as data collection and/or informal feedback) of any other certificated or non-certificated staff member.

7. 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.

8. Walkthroughs (generally 5 to 10 minutes) and observations of less than 20 minutes shall be non-evaluative and feedback will be provided in a timely manner, either written or verbally.

9. Training on the teacher evaluation model shall be provided to all new staff members as outlined in Article VII, Section B, Paragraph 3b

C. Observation Reports

1. An employee shall be given a copy of any observation, and/or evaluation report prepared by his/her evaluator(s) within 10 working days. The post-observation conference shall be scheduled no sooner than five (5) working days and no later than ten (10) working days from receipt of the observation report.Tenured teachers may, by their own choice, waive the five (5) day minimum requirement for a post-observation conference.

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

3. An employee shall be given a copy of any observation, evaluation and annual summative report prepared by his/her evaluator(s) five working days before any conference. For administrators who are present in a building only one day per week, observation, evaluation, and annual summative reports shall be provided to the employee a minimum of three (3) working days in advance. No such report shall be finalized or submitted to the central office, placed in the employee's file,

electronically finalized, or otherwise acted upon until after the post-observation conference with the employee has occurred.

4. An employee has five working days to sign an evaluation report. No employee shall be required to sign a blank or incomplete evaluation form. An employee's signature on a completed evaluation indicated only that an employee has reviewed a copy of the evaluation, not that the employee is in agreement with any or all of the findings of the evaluation.

5. Each employee shall have the right to attach a written statement of rebuttal/response to all evaluations within 10 working days of the post-conference. Such responses shall be attached to and remain with the evaluation, whether stored physically or electronically.

D. Summative Evaluation Reports

1. Summative Evaluation reports must be delivered by hard copy or in electronic form to teachers no later than June 1. The report shall not be placed in the teacher's file, or otherwise acted upon, without a prior conference with the teacher.

2. Summative Evaluation Reports shall be based upon a compilation of classroom observations and other written documentation by all supervisory personnel who come into contact with the teacher. The Principal/Assistant Principal/Supervisor, responsible for the staff member's Summative Evaluation Report, must be known to the teacher and shall have formally observed that staff member, and shall have written at least one (1) Classroom Observation Report. The Final Summative Evaluation shall not contain any material unless it has been brought to the attention of the teacher.

3. The Final Summative Evaluation shall include but not be limited to:

    a. Performance areas of strength;

    b. Performance areas needing improvement based upon the job description;

    c. A summary of available indicators of pupil progress including but not limited to Student Growth Objectives (SGO), Student Growth Percentiles (SGP) and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member;

    d. Any performance data which may not be available at the time of the preparation of the Final Summative Evaluation (i.e., SGPs), shall be included upon receipt of said data.

4. An annual summary conference, which may require one (1) or more meetings, shall be scheduled by the evaluator for the purpose of reviewing the teacher's written performance report and developing a professional development plan. In scheduling conferences, the evaluator shall take into account teacher preferences. Such conferences may be held during teacher preparation periods. If a representative is present at a conference, it is in the role of witness and observer. He/she is expected to reserve any remarks, comments, and/or suggestions until a time provided at the end of the conference. A representative may attend only those conferences which a teacher reasonably believes may result in discipline.

5. The teacher has five (5) working days to sign the Final Evaluative Summary. Such signature indicates receipt of the report only.

6. The teacher has ten (10) working days after signing the Final Evaluative Summary to add additional performance data and/or file an addendum.

E. Professional Development Plan (PDP)

1. The Individual Professional Development Plan (PDP) shall be developed by the teaching staff member and a certified district administrator.

2. The PDP shall be considered a living document. The employee shall have the right to modify the plans, goals, and activities listed throughout the calendar year to meet his/her emerging goals, amending the plan in collaboration with his/her immediate certified administrator, any changes to PDPs must be approved by a certified district administrator.

3. The individual Professional Development Plan shall require no more than the minimum required 20 hours of professional development a year.

4. The PDP shall include no more than three goals, such as a professional practice goal, school goal, and/or district goal.

5. Every effort will be made to ensure that any professional development required of any school staff member – whether through a PDP or Corrective Action Plan (CAP) –be provided during the regularly scheduled work year and work day.

6. Any professional development activity or experience required by the district or district administration shall be fully funded by the district, including payment of associated fees or expenses.

7. The PDP form shall be mutually agreed upon between the Association and the Board of Education.

F. State Corrective Action Plan (CAP) / District Initiated Action Plan

1. The ETEA President and/or the building Association Representative shall be advised, in advance, of a State Corrective Action Plan or a District Initiated Action Plan for an employee and, at the employee's request, the ETEA President (or designee) may be present at any meetings where such plan shall be presented and/or discussed.

2. Any State Corrective Action Plan/District Initiated Action Plan shall be developed to address the deficiency or deficiencies which led to an “ineffective” or “partially effective” annual summative rating by the individual’s certified administrator. The staff member may offer suggestions as to how to meet the goals of the Action Plan.

3. Corrective Action Plans shall be initiated and administered as outlined in *NJAC 6A:10-2.5.*

4. No School Improvement Panel teacher member shall be advised of the identity of any staff member on a corrective action plan, nor will be involved in creating or meeting another staff member’s Corrective Action Plan. SCIP Panel members are governed by *NJSA 6A:10-3.1 & 3.2.*

G. Personnel Files

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

H. Complaints Against Teachers

A teacher shall be promptly notified, unless otherwise advised/directed by an outside agency governed by law, of any complaints made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating or disciplining a teacher. The teacher shall be given the opportunity to present their viewpoint prior to any internal investigation, unless otherwise advised/directed by an outside agency governed by law, concurrent with any investigation. Upon completion of an investigation, the teacher shall be given the opportunity to respond to and/or rebut any such complaint.

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.

G. Classroom Norms and Procedures
Teachers shall prepare and share classroom expectations and procedures, including grading policies, homework policies and opportunities for extra-help as needed. These norms and procedures shall be shared with students and parents through such vehicles as may be appropriate, including at Back-To-School Night and via Google Classroom or other such methods as approved by the Principal.

ARTICLE XVIII
TEACHERS FACILITIES

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

A. Adequate storage space;

B. Work areas including equipment, updated software packages, and duplicating equipment;

C. A faculty lounge, including a phone and a computer.

D. An adult-sized desk and adult-sized chair in each classroom and a filing cabinet for each teacher;

E. Adequate restrooms, separate from the students' restrooms;

F. A separate dining area;

G. Adequate parking facilities;

H. Suitable space for each teacher to store garments and personal articles;

I. Properly heated and ventilated classrooms, labs, gymnasiums, shops, and work areas.

ARTICLE XIX
CURRICULUM COORDINATION COMMITTEE

A. District-Wide Curriculum Coordinating Committee

1. The Superintendent shall organize district-wide curriculum coordinating committees, arranged as an elementary committee and a secondary committee**,** to stimulate interest and awareness of curriculum problems and needs, to facilitate communication, and to provide direction and coordination among the various schools and system-wide groups engaged in curriculum study. There shall be appropriate representation on all committees from classroom teachers.

2. Membership on each committee shall include personnel from each educational level as appropriate for the committee (elementary, middle, and high schools) and from every type of position within the organizational hierarchy (teacher, supervisor, administrator, special service personnel, **non-certificated staff**).

3. The committee shall meet a minimum of two (2) times per school year. Meeting dates shall be set by October 15th each year.

4. Criteria for the selection to this committee shall give emphasis to the kind of personnel resources needed to complete the assigned tasks, training level, teaching experience and interest in doing such work. Committee membership shall be for a definite period of time with staggered appointments to provide for continuity in the committee. Committee selections shall be made by the Association President and the Superintendent, designee.

5. Committee members shall have the opportunity to submit items for the next meeting agenda.

6. Committee members shall be entitled to automatically be seated as a member of their School-Wide Curriculum Coordinating Committee. Participation at the school level shall be at their discretion.

7. District CCC minutes shall be distributed to all employees via district e-mail within two weeks 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 defined as the absence from an employee's post of duty, for any of the reasons as outlined in N.J.S.18A:30-1 as amended.

2. Personnel shall be allowed ten (10) days of sick leave in any school year without loss of pay (*N.J.S.A. 18A:30-2*). School counselors, psychologists, learning disability teacher consultants, social workers, and speech language specialists

hired prior to 7/1/05 shall receive eleven (11) sick days per year. School counselors, psychologists, learning disability teacher consultants, social workers, special education transition specialists, behavior specialists, occupational therapists and speech language specialists hired on or after 7/1/05 shall receive ten (10) sick days per year. All days of sick leave not utilized shall be accumulative. (*N.J.S.A. 18A:30-3*).

3. When the employee has used all of his/her sick leave days, the employee may then request the Board to pay such employee such day's salary less the pay of a substitute in accordance with the provisions of *N.J.S.A.18A:30-6*. The decision as to whether such request will be granted and the extent of any such grant shall be at the sole discretion of the Board.

4. Effective July 1, 2015, a sick bank shall be put into place with the language and rules determined by a committee composed of an equal number of Board and Association appointees.

    a. The purpose of the sick bank is to enable an active member of the sick bank to draw, as needed, accrued sick leave days previously donated voluntarily by the employees of the Board for the purpose of covering employees with catastrophic/debilitating injuries or illness after they have exhausted all of their accumulated leave.

    b. The provisions of the Sick Leave Bank will be governed by *N.J.S.A 18A:30-10 and N.J.S.A 18A:30-11*

    c. Sick Bank language will be placed on the District Website and the ETEA Website.

5. Appropriate documentation for absences taken under Article XX, Section A, Item 1 may be requested as outlined in NJS18A:30-4 as revised.

6. Personnel who will be absent shall notify the District Absentee Service (Frontline or current service) early enough to facilitate the selection of a suitable substitute teacher. If notification of an absence occurs after 6:00 a.m. at the high school, 6:30 a.m. at the middle school, or 7:00 a.m. at the elementary school or the Education Center, personnel will contact their assigned building.

7. Teachers will be given a written accounting of accumulated sick and personal leave days on their payroll stub.

8. Teachers who retire from the TPAF or pass away after having completed ten (10) years of service in Edison will receive payment for sick days accumulated in Edison. Payment for unused accumulated sick leave will be for one hundred percent (100%) of eligible days at the rate of fifty ($50) dollars per day, up to the maximum allowable as per state statute (*18A:30-3.5*) and, if permitted by law, payable to his/her estate.

9. Any ETEA member approved for normal retirement from TPAF or PERS may donate a maximum of twenty-five unused sick days to the sick leave bank in lieu of receiving payment for the unused days. Retiring members may donate unused sick leave days.

10. Sick leave payout for a non-voluntary reduction in force could be held for 2 years, as determined by the employee. An employee who voluntarily leaves receives no payout.

B. Personal Leave

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

2. Personal Days:

    a. Employees shall be entitled to 3 personal days each school year. Employee's will no longer be entitled to family illness days

    b. Employees are prohibited from using more than 5 personal days during any school year.

    c. All unused personal days shall carry over from year to year and are accumulative.

    d. At the discretion of the employee, unused Personal Days may be converted to sick days and added to the employees 'accumulated sick leave, subject to and consistent with New Jersey State Law and Administrative Code.Once an employee makes the foregoing conversion, such sick days cannot be converted back to personal days.

C. Bereavement Leave

1. Teachers may be absent from school without loss of pay for a period not to exceed five (5) days due to the death of a parent, step parent, parent-in-law, spouse, domestic partner, fiancée, child, step child, sibling or step sibling. A domestic partner is defined as a person of the same sex with whom a person has entered into a domestic partnership and received a Certificate of Domestic Partnership from the State of New Jersey or a valid certification from another jurisdiction that recognizes same sex domestic partners, civil unions, or similar same sex relationships. Teachers may carry one (1) day of a five-day bereavement leave for up to one (1) year.

2. Teachers may be absent from school without loss of pay for a period not to exceed four (4) days due to the death of a grandparent, grandchild, grandparent-in-law, sibling-in-law, daughter-in-law, or son-in-law. Teachers may carry one (1) day of a four-day bereavement leave for up to one (1) year.

3. Teachers may be absent from school without loss of pay for a period of one (1) day due to the death of a near relative. A near relative shall be defined as an uncle, aunt, niece, nephew, or first cousin.

4. In the event of the death of a current or former staff member, or student in the Edison Township School System, the principal or immediate supervisor of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

5. Any bereavement leave shall be taken within fourteen (14) days of the death of the relative.

6. The superintendent may grant exceptions to these bereavement guidelines.

D. Observation Absence

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

2. Following the observation, or meeting, a written report shall be submitted to the Superintendent.

3. If the teacher is requested to and agrees to turnkey the results of the observation/meeting, the teacher shall be reimbursed the cost of attending the conference and shall be compensated at the rate of fifty dollars ($50) per hour.

E. Disability Leave

1. Leave for Temporary Disability –

    a. The Board shall grant an unpaid leave of absence of up to one (1) year to any tenured teacher who is temporarily unable to perform his/her duties because of disability resulting from illness, injury, pregnancy or similar condition. Additional leave may be granted at the discretion of the Board.

    b. All requests for leave under this paragraph shall be accompanied by a statement from the teacher's physician confirming the existence of the disabling condition and indicating the probable duration of the period of disability. For pregnancy, unless a specific medical condition exists, the postpartum disability period for maternity shall not exceed six (6) calendar weeks.

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

    d. For the purposes of this Article, "temporary disability" will mean from the date that unpaid family or medical leave begins. District provided medical, dental, and prescription benefits will terminate upon conclusion of paid sick leave and unpaid Family Leave (if eligible). Thereafter, all affected employees will be eligible to continue benefits under COBRA. No COBRA reimbursements will be made.

    e. In case of hardship, as determined by the Board, the Board shall grant three (3) additional months of unpaid medical leave with benefits. The Board's determination of hardship shall not be subject to the arbitration provisions of this contract.

    f. All accumulated sick leave must be used before Family Leave and Unpaid Medical Leave begin, except, at the discretion of the employee, a maximum of 15 days may be retained for future use. The employee will remain responsible for their medical premium contribution (per state guidelines) while receiving a district-provided medical benefit.

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

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

2. Leave for Temporary Disability—Non-Tenured Teachers

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

3. Child Care Leave

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

i. The Board shall grant upon receipt of a written request a Child Care Leave to extend up to the end of the tenured teacher's contract or school year, whichever is applicable. Said written request for "Child Care Leave" shall be made as soon as possible but not less than 60 days prior to commencement (see below)

ii. All employees may return to work at any time during the year, provided appropriate documentation has been received.

b. Teachers on child care leave shall be entitled to no benefits while on such leave except as may be required by law. Current law (Family Leave) allows a twelve (12) calendar week extension of medical benefits at no cost to the employee except for any state-mandated contributions. A teacher on child care leave who wishes to continue health insurance coverage, beyond the twelve (12) week extension, may purchase any or all available coverage by paying to the Board the group premium rates which the Board is charged.

c. "Child Care Leave" shall be extended, if requested by a tenured teacher, for one (1) additional school year if said leave was initially requested to commence during any prior school year.

d. Any teacher with tenure status adopting an infant preschool child shall receive a leave which shall commence upon receiving actual custody of said child or earlier if necessary to fulfill the requirements for adoption. Such leave may extend for the remainder of the school year and if requested, for one (1) additional school year. No teacher on adopted

infant child leave shall, on the basis of said leave be denied the opportunity to substitute in the Edison Township Schools in the area of said teacher's certification or competence. Where possible, adequate notice shall be given prior to the commencement of the leave.

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

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

5. For leaves governed under the Federal/NJ Family Leave Act, the duration of leave and return dates will follow the guidelines pursuant to the law.-A total of 5 Personal Days may be utilized in conjunction with the NJ Family Leave Insurance Program. No other Paid Time off may be utilized in conjunction with the Federal/NJ Family Leave Act/Insurance Program.

F. Scholarship and Teaching Leaves

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

G. Leave of Absence due to Illness in the Family

1. A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for an employee's spouse, child (natural or adopted), parent/guardian, step parent/guardian**,** mother-in-law, father-in-law or grandchild 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*) for the period of ninety (90) days. During a time of war or mandated activation (i.e., natural disaster, civil disturbance, medical emergency, etc.) by Federal or State officials, the employee shall continue to receive his/her regular pay plus any pay he/she receives from the State or Federal Government.

I. Veterans Day

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

J. Other Leaves of Absence

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

K. Deduct Days

1. Association members may continue to request use of a deduct day, without penalty, to the Superintendent and/or his/her designee.

2. The Superintendent and/or his/her designee shall evaluate each request on a case-by-case basis.

3. The Superintendent and/or his/her designee shall grant or deny such requests within their discretion within 5 business days of a request.

4. If granted, deduct days cannot be used in furtherance of future disciplinary action/proceedings.

L. 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.

M. Jury Duty

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

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

2. In the case of the employee being required to call the court system after 10:00 am**.** during the workday for their assignment, said employee will not be required to report for work on that day.

3. Upon release from jury duty during the work day the staff member shall immediately contact their principal or immediate administrator to determine whether or not they need to report to work that day.

N. Return from Leaves

1. Employees on paid leaves (extended sick leave 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.

2. Any employee who intends to return early from a previously approved leave (paid or unpaid) must provide a minimum of thirty (30) days notice of their intent to return early.

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. The employee must continue to contribute to his/her health insurance, consistent with his/her contractually and/or statutory contribution requirements, during the entirety of his/her sabbatical leave.

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 as outlined in Appendix A, Line 12. Coverage time shall be cumulative and will be paid in 30-minute increments.

3. When a classroom teacher is required to give up preparation time to conduct a class normally conducted by a special teacher, the classroom teacher shall be compensated at the rate as outlined in Appendix A, Line 12.

4. If a teacher is pulled from a duty and assigned to cover a class, said teacher will be paid substitute coverage at the rate as outlined in Appendix A, Line 12 per period.

ARTICLE XXIII
STUDENT CONTROL AND DISCIPLINE

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

ARTICLE XXIV
HEALTH INSURANCE

A. Insurance Benefits

1. Medical Coverage:

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

        i. Emergency Room Co-Pay - $50.00

        ii. Out of Network Deductibles – Single - $125.00, Parent/Child, Member/Spouse and Family $250.00

        iii. Mandatory Mail Order Prescription for Specialty Drugs.

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

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

2. Dental Coverage:

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

are on all dental services except Class I diagnostic and preventive services.

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

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

3. Prescription Plan:

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

b. The Board shall provide the Benecard Prescription Plan or equivalent. The current co-payment is fifteen ($15) dollars for brand name and five ($5) dollars for generic. Mail order co-pays will be thirty ($30) dollars for brand name and ten ($10) dollars for generic.

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

4. Optional Vision Coverage

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

5. Optional Pet Insurance

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

B. Policy on Insurance Coverage: Rules and Regulations.

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

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

2. Omnia

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

    b. Any employee hired prior to July 1, 2020 who did not enroll in district-offered health insurance upon being hired shall enroll in the Omnia Plan or the New Jersey Educator's Plan or the Garden State Plan for a period of at least one calendar (1) year, if and / or when they choose to avail themselves to the district-offered health insurance, up to the time in which they obtain tenure. On the one (1) year anniversary of participation in Omnia, non-tenured employees will be permitted to either remain in Omnia or enroll in another district-offered plan. Thereafter, the employee is eligible to participate in any open-enrollment periods to make changes to their insurance coverage.

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

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

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

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

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

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

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

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

6. Single Coverage:

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

   b. Long Term Substitute Teachers hired prior to July 1, 2020 shall be eligible for the single coverage OMNIA health plan, prescription, and dental benefit or may ppt into the New Jersey Educators Health Plan during the statutorily required open enrollment period. Long Term Substitute Teachers hired after July 1, 2020 shall be eligible for single coverage under the NJEHP or the GSHP and may purchase additional coverage (i.e. family, spouse, or child) at the prevailing group rate.

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

8. No teacher shall be responsible for any health insurance premium sharing in excess of the cap as follows for each year of this agreement: 2023-24 - $14,993; 2024-25 - $15,488; 2025-26 - $15,983; 2026-27 - $16,479; 2027-28 - $16,957

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

10. 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.

11. 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.

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

13. 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.

14. 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.

15. Voluntary HMOs may be made available by the Board.

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

ARTICLE XXV
PERSONAL AND ACADEMIC FREEDOM

A. Personal Life

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

B. Citizenship

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

ARTICLE XXVI
GRADUATE STUDIES

A. Tuition Reimbursement

1. Each teacher, upon submission of an invoice, a college bill and a transcript indicating satisfactory completion of graduate studies in areas related to the field of education will, each year, be granted tuition reimbursement. Tuition

reimbursement shall be limited to three thousand ($3,000.00) dollars per year, with no limitation on the number of credits. For teachers hired on or after January 1, 2006, no tuition reimbursement is available until tenure is achieved.

2. In order for a course to be reimbursed, the request for reimbursement must arrive at the Personnel Office no later than June 30 of the school year in which the course is completed. A submission for reimbursement received after June 30 will not be honored and, therefore, forfeited. If a transcript cannot be obtained by June 30, a dated letter from the instructor on official stationery including course number, course title, and grade will be temporarily accepted in lieu of the transcript.

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

    a. The institution shall be a duly authorized institution of higher education as defined in section 3 of *P.L.1986, c.87 (18A:3-5.3);*

    b. The employee shall obtain approval from the superintendent of schools prior to enrollment of any course for which tuition assistance is sought. In the event that the superintendent denies the approval, the employee may appeal the denial to the board of education.

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

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

    a. Teachers who were initially denied degree differentials based on a failure to request pre-approval will serve a 1-year penalty from the time they were initially denied (provided the denial was not for any other reason). Anyone who has already served at least a 1-year penalty shall be eligible to apply for salary guide credit.

    b. After serving a 1-year penalty, the employee must re-submit the request for degree differential credit. This applies to anyone who did not request pre-approval after enactment of the law on June 28, 2011.

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

6. Tuition reimbursement will be made up to and including BA+45 credits. To qualify for further reimbursement, a master's degree is required.

7. Teachers hired on or after July 1, 1986 will be reimbursed for graduate study in accordance with the provisions of this Article only when the course work is in the teacher's field of certification or related to their present assignment and pursuant to paragraph 3 above. When a Master's Degree is earned, teachers may pursue graduate studies in any area related to the field of education, only if allowable by law and pursuant to paragraph 3 above.

8. For teachers employed on or after July 1, 1986, there shall be no further tuition reimbursement once a teacher is placed on the Sixth Level (MA+30).

9. For teachers employed on or after July 1, 1986, there shall be no degree differential granted beyond the sixth level +15 credits (MA+45). Effective July 1, 2015, there shall be no degree differential granted beyond the Masters +30 as outlined in Article XXXI, Paragraph E, Sections 1, 2, and 3.

B. Salary Guide Credit

1. Courses taken on-campus: salary guide credit for graduate courses will be granted provided the institution is approved for graduate work by the state education authority of the state in which it is located.

2. Extension courses: salary guide credit for graduate courses will be granted only if the institution conducting the course is approved by an accrediting association (Middle States Association, New England Association, etc.).

3. Doctoral degrees: salary guide credit for doctoral degrees will be granted only if the institution granting the degree is accredited by a regional accrediting association (e.g. Middle States Association, New England Association, etc.). Approval by a state educational authority alone will not suffice in this case.

4. In-service courses: salary guide credit will be granted only with prior approval of the Superintendent for "in-service" courses offered by non-degree granting groups and/or institutions outside the Edison school system. Courses sponsored by the Board will carry salary guide credit as indicated in the announcement of such courses.

5. As of July 1, 2002, anyone currently employed as a school psychologist or hired as a school psychologist, will receive salary guide credit for the MA+30 due to the extra course work required for certification. Guidelines for degree differentials are contained in Article XXXI, Section E, Paragraphs 1. & 2.

6. An annual stipend of $750.00 above their current degree differential level shall be applied to teachers who possess a Ph.D or Ed.D and were hired after July 01, 1986. This has no effect on the longevity table payment.

7. All Salary Guide credits must be applied for by either September 30th or January 31st.

ARTICLE XXVII
STAFF DEVELOPMENT WORKSHOPS
CONTINUING EDUCATION REQUIREMENTS

A. In-Service Programs

1. There shall be up to six (6) additional single-session in-service days.
    a. Teachers shall work the length of their normal workday. Dismissal shall be as follows:

        i. High School - 2:38 PM
        ii. Middle School - 3:15 PM
        iii. Elementary School - 3:45 PM

    b. Teachers shall be guaranteed a minimum of thirty (30) minutes lunch time at the secondary level; for elementary lunch time, refer to Article VIII.A.2.

    c. Appropriate travel time will be provided in addition to lunch time, if applicable.

2. 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.

3. Kindergarten and Pre-School general education and special education teachers will attend an in-service program applicable to their respective domains.

4. Documentation certificates for Continuing Ed hours shall be issued within thirty (30) days of the in-service, workshop or program. For committee work, certificates will be issued within thirty (30) days of the last committee meeting in the school year.

B. Professional Development

1. Teachers may apply to participate in professional development experiences other than those approved by the New Jersey Standards Board and the Middlesex

County Standards Board as part of their professional development program and in fulfillment of the required annual 20 hours of continuing education. No application of such a request shall be arbitrarily denied.

2. Teachers who provide professional development training to others shall receive credit for their committee work or training activities toward their annual 20-hour requirement.

C. Professional Development Institute

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

1. The Board will prepare a catalog of PDI courses, specifying topics, locations, hours, and PDICs by course/program. A minimum of ten (10) different programs per year will be offered.

2. All such PDI courses will be voluntary as to attendance, and shall be offered after school, evenings, Saturdays or in the summer.

3. Teachers may apply for salary guide credit for any PDI programs that total in the aggregate fifteen (15) Professional Development Institute credits. The PDICs shall be compensated at five hundred dollars ($500.00) for fifteen (15) credits.

4. Salary guide credit will be adjusted twice per year, at the same intervals used for tuition reimbursement (e.g. September, February).

5. PDI credits will be offered on the following basis after successful completion of the requirement as dictated in the syllabus and/or course description:

    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 as follows:
    a. Teachers shall be compensated at the rate as outlined in Appendix A, Line 6 for each in-service hour taught so long as the guidelines for presenting PDI courses have been met.
    b. Teachers shall receive the PDIC credits equivalent to the number of PDICs offered for the course taught (limited to the first time the course is taught ONLY.)

7. PDICs shall be cumulative up to a maximum of forty-five (45) credits. PDICs earned prior to July 1, **2023** will be applied to the current contract.

ARTICLE XXVIII
MISCELLANEOUS PROVISIONS

A. Board Policy

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

B. Separability

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

C. Compliance

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

D. Non-Discrimination

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

E. Printing

Copies of this Agreement shall be printed at the equal expense of the Board and the Association and presented to all teachers who are members of the Association now employed, hereafter employed, or considered for employment by the Board. Any non-Association member may purchase a copy of this agreement.

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 XXIX
SALARY GUIDE

Step	2023-2024	2024 - 2025	2025 - 2026	2026 - 2027	2027-2028
1	$58,000	$60,000	$61,000	$62,000	$63,000
2	$58,000	$60,000	$61,200	$62,500	$63,500
3	$58,000	$60,000	$61,500	$62,700	$64,000
4	$58,500	$60,500	$62,000	$63,000	$64,500
5	$59,000	$61,000	$62,300	$63,500	$65,000
6	$61,000	$61,500	$63,000	$63,800	$65,500
7	$63,000	$63,500	$64,000	$64,500	$66,000
8	$68,000	$68,000	$68,000	$68,000	$68,000
9	$73,000	$73,000	$73,000	$73,000	$73,000
10	$79,000	$79,000	$79,000	$79,000	$79,000
11	$85,000	$85,000	$85,000	$85,000	$85,000
12	$90,500	$91,500	$92,000	$94,000	$95,000
13	$98,300	$100,500	$102,500	$104,500	$106,500
OG3*	$100,361	$102,570	$104,570	$106,570	$108,570
OG2*	$102,261	$104,470	$106,470	$108,470	$110,470
OG1*	$103,881	$106,090	$108,090	$110,090	$112,090

* In 2023 - 2024, OG combines OG classes: OG6 & OG5 = OG3; OG4 &OG3 = OG2; OG2 &OG1 = OG1

Off – Guide Structure

The Off-Guide structure was enacted beginning July 1, 2014. Between July 1, 2014 and June 30, 2020, a person becomes part of the Off-Guide step the year after attaining the on-guide maximum salary. Once on an Off-guide step, the employee will remain in that Off-Guide step for the remainder of their time in the Edison School District, unless otherwise negotiated. Effective July 1, 2020, all employees who attain the on-guide maximum salary shall remain on maximum for the remainder of their time in the Edison School District unless otherwise negotiated.

NOTE: The ESSA employees will only receive the additional 5% compensation on the on-guide monies; ESSA employees in the Off-Guide structure will continue to receive the additional percentage on the max salary only; the Off-guide monies will not be eligible for the percentage of the Off-guide negotiated monies. Thus, they receive the same monetary compensation as all other Off-Guide personnel.

"Off-Guide Structure (Increment Withholding / Unpaid Leave of Absence)"

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

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

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

Degree Differentials

	2023-2024	2024 - 2025	2025 - 2026	2026 - 2027	2027-2028
BA +15*	$1,802	$1,900	$1,950	$2,000	$2,000
MA	$3,605	$3,700	$3,750	$3,800	$3,800

MA+15	$5,444	$5,544	$5,600	$5,650	$5,650
MA+30	$7,282	$7,382	$7,450	$7,500	$7,500
MA+45* (Post '86)	$8,182	$8,282	$8,350	$8,400	$8,400
MA+45 *(Pre '86)	$9,158	$9,258	$9,350	$9,400	$9,400
MA+60	$11,033	$11,133	$11,200	$11,250	$11,250
Ph.D	$750 above the 6th level each year				
Ph.D (Pre - 86)	$12,476	$12,576	$12,650	$12,700	$12,700

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

Longevity								
Years of Service In Edison	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	Ph.D/ Ed.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
29	7,260	7,405	7,549	7,696	7,843	7,915	8,143	8,258

ARTICLE XXX
SALARY PROVISIONS

A. Payment Procedure

1. Teachers shall have the option of being paid in twenty (20) equal or twenty-four (24) equal semi-monthly installments.

    a. This option shall be exercised once each year by each teacher no later than May 1st of the preceding school year.

    b. All deductions shall be fully withheld from the September through June pay periods.

    c. Any salary balance owed due to retirement, resignation or non-renewal shall be paid to the employee in a single, separate paycheck.

    d. Compensation for any summer work shall be given in separate paychecks.

2. Teachers may individually elect to have some portion of their monthly salary deducted from their pay for credit union savings. Said deductions shall be deposited in an account mutually acceptable to the Board and Association. Said procedure shall conform to statutory requirements.

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

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

5. Teachers shall receive their final checks on the last working day in June if all records are complete and approved by the school principal.

6. All staff will be required to have direct deposit.

B. Salary Guide Credit

Effective for unit personnel new to the district, who are hired on or after October 1, 2023, salary guide placement shall be as follows: the current salary of the candidate shall be used as the starting point for guide placement, starting at the step closest to the current salary (proposed salary). The candidate may then be granted either the proposed salary, OR up to three steps of additional credit OR no more than three steps below the proposed step depending on the candidate's prior experience performing similar (or

substantially similar) work. Exceptions to this policy for high-demand positions may be granted on an individual basis only after consultation with the ETEA President.

C. Tenure Increment

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

D. Increment Step Credit

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

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

3. For potential candidates for open positions from outside the Edison School District; If the district requires or prefers the candidate to start working in the district and the person cannot meet the 50% plus one day of work necessary to attain the step increment, the district shall grant one step movement on the salary guide.

E. Differentials

1. For teachers employed prior to July 1, 1986, differentials will be granted for a Master's Degree or Master's Equivalency (Bachelor's +30 credits), Master's +15 credits, Master's +30 credits, and Master's +60 credits. Placement on the Doctoral guide will be granted when the Doctorate is awarded. Transcripts of credit must be submitted to the Superintendent's office.

2. The Master's +45 will be the maximum to which teachers employed on or after July 1, 1986 can advance through June 30, 2015 in accordance with #3 of this section. Effective July 1, 2015, Master's + 30 will be the maximum those employed on or after July 1, 1986 can advance. However, all degree differentials in multiples of fifteen (15) credits shall be maintained for teachers employed prior to July 1, 1986.

3. Effective July 1, 2015, no employee may be placed on the BA+15 or MA+45 degree differentials of the guide except for those certificated employees already approved before June 30, 2015 to complete courses by August 31, 2015 qualifying them for placement in these degree differentials effective September 1,

2015. However, these degree differentials shall be maintained for teachers placed on these degree differentials in accordance with this paragraph.

4. An annual stipend of $750.00 above their current degree differential level shall be applied to teachers who possess a Ph.D or Ed.D and were hired after July 01, 1986. This has no effect on the longevity table payment.

F. Graduate Credit Limits

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

G. Longevity

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

Longevity will be attained in the following manner:

1. All Certificated employees will attain longevity upon completion of 14 years of service in the Edison Public School system, and will be placed on the longevity chart step 15 on the 1st day of their 15th year of service in the Edison Public School system. On the 1st day of each successive year of service to the Edison Public School system, the employee will advance to the next longevity step.

2. A longevity payment of $750 will be attained upon completion of 35 years of service in the Edison Public School system and will begin such longevity on the 1st day of the 36th year of service (or for those with completion of 35 years or more of service) for all Certificated employees of the Edison Public School system beginning in the 2011-12 contract year.

H. Longevity and Tenure, Adjustments

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

I. Additional Compensation

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

2. Middle school head counselors shall receive, in addition to their annual salary, compensation of three thousand one hundred ($3,100) dollars annually. Such compensation shall be included in the total salary for pension purposes.

3. School counselors who assume additional sections above the normal workload due to a long-term absence shall be compensated at the rate of twenty ($20) dollars per homeroom section per day after the 5th consecutive day with a maximum of one hundred ($100) dollars per day. Schools that do not have homerooms shall be compensated for every additional 20 students at the rate of twenty ($20) per 20 students up to a maximum of 100 students.

4. CST members and speech therapists overload evaluations will be compensated at four hundred dollars ($400) per team member for all aspects of the completed evaluation or at the Ed. Services Commission rate of pay if it exceeds this amount. The Assistant Superintendent of Pupil-Special Services will divide the cases evenly according to CST members' availability and rotating seniority. When necessary, the Assistant Superintendent of Pupil-Special Services may use his/her own discretion in assigning cases.

5. All school nurses and athletic trainers who report for sports physicals shall be paid at the **hourly** rate as outlined in Appendix A, Line 15.

6. **Nurse Licensure reimbursement**

    a. The Board will pay the full cost for the renewal of active certified school nurse licensure for any school nurse employed by the Board for at least one entire school year. Any school nurse who has their licensure renewed at the Board's expense must stay in their position of employment with the Board for at least one (1) entire school year thereafter or be responsible for refunding the Board for all costs associated with the renewal of their licensure. Any employee who is terminated or non-renewed will not be responsible to refund the Board for their licensure.

    b. School nurses shall be reimbursed for their membership in the New Jersey School Nurses Association.

7. 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 hourly rate of pay will be as outlined in Appendix A, Line 11.

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."

8. Any nurse who assumes an additional school shall be compensated at the rate of thirty ($30) dollars per day per school.

9. 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 one hundred dollars ($100) for any time necessary to complete the requirements of this additional workload.

10. Teachers achieving National Board Certification from the National Board for Professional Teaching Standards or any teachers who are newly hired to the district that possess National Board Certification 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 or upon hire for newly hired teachers. Upon National Board Recertification, teachers will receive an additional bonus of two-thousand, five-hundred ($2,500) dollars.

11. Any activity in which personnel are employed outside their contracted work hours (such as detention, morning breakfast program, etc.) shall be compensated at the class coverage rate of pay, prorated or cumulative as per Article XXII of this agreement, unless otherwise specified.

J. Long Term Substitute Teachers

1. A substitute teacher attains a Long Term Substitute contract if 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 placed on the then-current Step 1 of the salary guide for each year of this agreement; if they are a Long Term Substitute for a second year, the teacher will advance to the then-current step 2 of the salary guide.. Any Long Term Substitute shall also be compensated for degree differentials as per Article XXX.

4. If an Edison Long-Term Substitute is placed in a permanent certificated position, salary guide credit shall be given for time accrued as a long-term substitute.

5. Time served as a long-term substitute shall not be credited for purposes of seniority or longevity.

6. Long Term Substitutes will receive health benefits immediately when the substitute becomes eligible for coverage under the specifications of the health benefits carrier.

7. Effective September 1, 2019, Long Term Substitutes shall be acknowledged for coursework and credits attained above the BA degree level and shall receive Degree Differential compensation as listed in the Degree Differential Table, Article XXX.

8. The date of hire for any Long-Term Substitute to a tenure-track, vacated position shall be the date in which the position became vacated.

9. All terms and conditions of this agreement apply to Long Term Substitutes unless otherwise stated.

ARTICLE XXXI
EXTRA PAY FOR EXTRA SERVICES

A. Instructional Program Assignments

Position	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028

Technology Maintenance Coordinator

High School	$3,423	$3,551	$3,679	$3,811	$3,945

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	$3,423	$3,551	$3,679	$3,811	$3,945

and shall be assigned no non-teaching duty.

Elementary Computer Maintenance*	$3,423	$3,551	$3,679	$3,811	$3,945

*Shall not be assigned any non-teaching duty.

Intramural Activity Sponsor	$610	$610	$610	$610	$610

B. Co-Curricular Assignments

Position	23-24	24-25	25-26	26-27	27-28
HIGH SCHOOL					
Co-Curricular Liaison	$4,113	$4,113	$4,113	$4,113	$4,113

(Will teach three (3) periods per day)

	23-24	24-25	25-26	26-27	27-28
Band	$6,240	$6,474	$6,707	$6,949	$7,192
Drama	$5,479	$5,684	$5,889	$6,101	$6,314
Yearbook	$4,546	$4,716	$4,886	$5,062	$5,239
Vocal	$4,546	$4,716	$4,886	$5,062	$5,239
Newspaper	$4,546	$4,716	$4,886	$5,062	$5,239
Band Fronts	$4,546	$4,716	$4,886	$5,062	$5,239
Jazz Band	$4,546	$4,716	$4,886	$5,062	$5,239
Orchestra	$4,546	$4,716	$4,886	$5,062	$5,239
Asst Band Dir	$4,546	$4,716	$4,886	$5,062	$5,239
Dance	$4,546	$4,716	$4,886	$5,062	$5,239
Sr Class	$4,120	$4,275	$4,429	$4,588	$4,749
Jr Class	$4,120	$4,275	$4,429	$4,588	$4,749

Student Council	$4,120	$4,275	$4,429	$4,588	$4,749
Odyssey of the Mind	$4,120	$4,275	$4,429	$4,588	$4,749
Robotics	$4,120	$4,275	$4,429	$4,588	$4,749
Model UN	$2,848	$2,954	$3,061	$3,171	$3,282
Music Director	$2,149	$2,229	$2,309	$2,393	$2,476
Asst Orchestra	$2,149	$2,229	$2,309	$2,393	$2,476
Asst Vocal	$2,149	$2,229	$2,309	$2,393	$2,476
Asst Drama	$2,149	$2,229	$2,309	$2,393	$2,476
Yearbook Business	$2,149	$2,229	$2,309	$2,393	$2,476
Soph. Class	$1,768	$1,834	$1,900	$1,969	$2,038
Frosh Class	$1,768	$1,834	$1,900	$1,969	$2,038
NHS	$1,768	$1,834	$1,900	$1,969	$2,038
Tech Maint	$3,423	$3,551	$3,679	$3,811	$3,945
Tech Dist	$3,423	$3,551	$3,679	$3,811	$3,945
FCCLA	$1,456	$1,511	$1,565	$1,621	$1,678
FBLA	$1,456	$1,511	$1,565	$1,621	$1,678

Event Staff (HS/Middle School)	$49	$50	$52	$54	$56

Middle School

	23-24	**24-25**	**25-26**	**26-27**	**27-28**
Drama	$2,848	$2,954	$3,061	$3,171	$3,282
Band	$2,848	$2,954	$3,061	$3,171	$3,282

Odyssey of the Mind	$2,848	$2,954	$3,061	$3,171	$3,282
Orchestra	$2,848	$2,954	$3,061	$3,171	$3,282
Vocal Music	$2,848	$2,954	$3,061	$3,171	$3,282
Yearbook	$2,848	$2,954	$3,061	$3,171	$3,282
Newspaper	$1,768	$1,834	$1,900	$1,969	$2,038
Student Council gr. 6	$1,768	$1,834	$1,900	$1,969	$2,038
Student Council gr. 7	$1,768	$1,834	$1,900	$1,969	$2,038
Student Council gr. 8	$1,768	$1,834	$1,900	$1,969	$2,038
Tech main	$3,423	$3,551	$3,679	$3,811	$3,945
Tech dist	$3,423	$3,551	$3,679	$3,811	$3,945
FCCLA	$1,456	$1,511	$1,565	$1,621	$1,678
Model UN	$1,456	$1,511	$1,565	$1,621	$1,678
Wingman	$1,383	$1,435	$1,487	$1,540	$1,594
Athletic Coordinator 1 per Middle School	$5,000	$5,000	$5,000	$5,000	$5,000

Elementary School

	23-24	24-25	25-26	26-27	27-28
Safety Patrol	$1,456	$1,511	$1,565	$1,621	$1,678
Student Council (2)	$1,456	$1,511	$1,565	$1,621	$1,678
Newspaper	$1,456	$1,511	$1,565	$1,621	$1,678
Odyssey of the Mind (2)	$1,456	$1,511	$1,565	$1,621	$1,678
Computer Main	$3,423	$3,551	$3,679	$3,811	$3,945
Wingman	$1,383	$1,435	$1,487	$1,540	$1,594
Science Main	$1,654	$1,716	$1,777	$1,841	$1,906

Yearbook	$1,456	$1,511	$1,565	$1,621	$1,678

C. Club Assignments

Category	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028
	$1,118	$1,160	$1,202	$1,245	$1,289
High School	40	40	40	40	40
Middle School	30	30	30	30	30
Elementary	15	15	15	15	15

Club advisors are required to attain 21 meeting hours per school year.

D. Review Procedures

1. 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.

2. Any monies allocated to Co-Curricular Positions that is not used in a specified Co-Curricular position designated within this Collective Bargaining Agreement, may be used for an alternative Co-Curricular position as determined by the committee specified in Article XXXI, D.1 above or may be used for additional clubs within that school. This is not to exceed the contractual stipends listed with this Collective Bargaining Agreement. The Association shall be promptly informed of such re-allocations of funds and the Co-Curricular/Club titles.

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

H. Coaching Stipends

Class A1 - Football					
Step/Year	**2023 - 2024**	**2024 - 2025**	**2025 -2026**	**2026 - 2027**	**2027 - 2028**
Head 1	$7,736	$8,026	$8,315	$8,614	$8,915
Head 2	$7,736	$8,026	$8,315	$8,614	$8,915
Head 3	$8,114	$8,418	$8,721	$9,035	$9,352
Head 4	$8,114	$8,418	$8,721	$9,035	$9,352
Head 5	$8,491	$8,809	$9,126	$9,455	$9,786
Assts I - 1	$5,236	$5,433	$5,628	$5,831	$6,035
Assts I - 2	$5,236	$5,433	$5,628	$5,831	$6,035
Assts I - 3	$5,619	$5,830	$6,040	$6,257	$6,476
Assts I - 4	$5,619	$5,830	$6,040	$6,257	$6,476
Assts I - 5	$5,800	$6,018	$6,234	$6,459	$6,685
Assts II - 1	$5,101	$5,292	$5,483	$5,680	$5,879
Assts II - 2	$5,101	$5,292	$5,483	$5,680	$5,879
Assts II - 3	$5,460	$5,665	$5,869	$6,080	$6,293
Assts II - 4	$5,460	$5,665	$5,869	$6,080	$6,293
Assts II - 5	$5,619	$5,830	$6,040	$6,257	$6,476

Class A- Basketball, Wrestling, **Baseball/Softball,** ***Soccer***					
Step/Year	**2023 - 2024**	**2024 - 2025**	**2025 - 2026**	**2026 - 2027**	**2027 - 2028**
Head 1	$7,512	$7,794	$8,074	$8,365	$8,658
Head 2	$7,512	$7,794	$8,074	$8,365	$8,658
Head 3	$7,890	$8,186	$8,481	$8,786	$9,094

Head 4	$7,890	$8,186	$8,481	$8,786	$9,094
Head 5	$8,267	$8,577	$8,886	$9,206	$9,528
Assts I - 1	$5,013	$5,201	$5,388	$5,582	$5,777
Assts I - 2	$5,013	$5,201	$5,388	$5,582	$5,777
Assts I - 3	$5,396	$5,598	$5,799	$6,008	$6,218
Assts I - 4	$5,396	$5,598	$5,799	$6,008	$6,218
Assts I - 5	$5,576	$5,786	$5,994	$6,210	$6,427
Assts II - 1	$4,878	$5,061	$5,243	$5,431	$5,622
Assts II - 2	$4,878	$5,061	$5,243	$5,431	$5,622
Assts II - 3	$5,236	$5,433	$5,628	$5,831	$6,035
Assts II - 4	$5,236	$5,433	$5,628	$5,831	$6,035
Assts II - 5	$5,396	$5,598	$5,799	$6,008	$6,218

Class B - Tennis, Track, Volleyball **, Lacrosse,** ***Ice Hockey***					
Step/Year	**2023 - 2024**	**2024 - 2025**	**2025 - 2026**	**2026 - 2027**	**2027 - 2028**
Head 1	$6,770	$7,024	$7,277	$7,539	$7,803
Head 2	$6,770	$7,024	$7,277	$7,539	$7,803
Head 3	$7,144	$7,412	$7,678	$7,955	$8,233
Head 4	$7,144	$7,412	$7,678	$7,955	$8,233
Head 5	$7,526	$7,809	$8,090	$8,381	$8,674
Assts - 1	$4,878	$5,061	$5,243	$5,431	$5,622
Assts - 2	$4,878	$5,061	$5,243	$5,431	$5,622
Assts - 3	$5,203	$5,398	$5,593	$5,794	$5,997
Assts - 4	$5,203	$5,398	$5,593	$5,794	$5,997
Assts - 5	$5,396	$5,598	$5,799	$6,008	$6,218

Class C - Cross Country					
Step/Year	**2023 - 2024**	**2024 - 2025**	**2025 - 2026**	**2026 - 2027**	**2027 - 2028**
Head 1	$6,274	$6,510	$6,744	$6,987	$7,231
Head 2	$6,274	$6,510	$6,744	$6,987	$7,231
Head 3	$6,647	$6,896	$7,144	$7,401	$7,660
Head 4	$6,647	$6,896	$7,144	$7,401	$7,660
Head 5	$6,786	$7,040	$7,294	$7,557	$7,821
Assts - 1	$4,686	$4,862	$5,037	$5,218	$5,401
Assts - 2	$4,686	$4,862	$5,037	$5,218	$5,401
Assts - 3	$4,830	$5,011	$5,191	$5,378	$5,566
Assts - 4	$4,830	$5,011	$5,191	$5,378	$5,566
Assts - 5	$5,251	$5,448	$5,644	$5,847	$6,052

Class D - Golf, *Bowling, Strength, Swimming*					
Step/Year	**2023 - 2024**	**2024 - 2025**	**2025 - 2026**	**2026 - 2027**	**2027 - 2028**
Head 1	$5,744	$5,959	$6,174	$6,396	$6,620
Head 2	$5,744	$5,959	$6,174	$6,396	$6,620
Head 3	$6,082	$6,310	$6,537	$6,772	$7,010
Head 4	$6,082	$6,310	$6,537	$6,772	$7,010
Head 5	$6,457	$6,700	$6,941	$7,191	$7,442
Assts - 1	$4,502	$4,671	$4,839	$5,013	$5,189
Assts - 2	$4,502	$4,671	$4,839	$5,013	$5,189
Assts - 3	$4,683	$4,859	$5,034	$5,215	$5,397

Assts - 4	$4,683	$4,859	$5,034	$5,215	$5,397
Assts - 5	$4,878	$5,061	$5,243	$5,431	$5,622

Class E 1 - HS Cheerleading					
Step/Year	**2023 -2024**	**2024 -2025**	**2025 -2026**	**2026 - 2027**	**2027 - 2028**
Head 1	$3,850	$3,994	$4,138	$4,287	$4,437
Head 2	$3,850	$3,994	$4,138	$4,287	$4,437
Head 3	$4,021	$4,171	$4,322	$4,477	$4,634
Head 4	$4,021	$4,171	$4,322	$4,477	$4,634
Head 5	$4,207	$4,365	$4,522	$4,684	$4,848
Assts - 1	$2,835	$2,941	$3,047	$3,157	$3,267
Assts - 2	$2,835	$2,941	$3,047	$3,157	$3,267
Assts - 3	$2,939	$3,049	$3,159	$3,273	$3,387
Assts - 4	$2,939	$3,049	$3,159	$3,273	$3,387
Assts - 5	$3,056	$3,170	$3,284	$3,402	$3,522

Class E - MS Basketball, *Soccer,* Wrestling, *Cross Country* , Baseball, Softball, Volleyball					
Step/Year	**2023 - 2024**	**2024 - 2025**	**2025 - 2026**	**2026 - 2027**	**2027 - 2028**
Head 1	$3,179	$3,299	$3,417	$3,540	$3,664
Head 2	$3,179	$3,299	$3,417	$3,540	$3,664
Head 3	$3,350	$3,475	$3,601	$3,730	$3,861
Head 4	$3,350	$3,475	$3,601	$3,730	$3,861
Head 5	$3,536	$3,669	$3,801	$3,937	$4,075
Assts - 1	$2,164	$2,245	$2,326	$2,410	$2,494

Assts - 2	$2,164	$2,245	$2,326	$2,410	$2,494
Assts - 3	$2,268	$2,353	$2,438	$2,526	$2,614
Assts - 4	$2,268	$2,353	$2,438	$2,526	$2,614
Assts - 5	$2,385	$2,474	$2,563	$2,655	$2,748

a. Personnel who work in the Strength Training Program shall receive one-third (⅓) of the annual Class D salary stipend based on the individual coaching salary guide step for each sports season (Fall, Winter, Spring, Summer).

b. The salary guide and pay schedule for personnel who work in the Fitness Center shall be the same as the Strength Training Program. That is, personnel who work in the Fitness Center shall receive one-third (⅓) of the annual Class D salary stipend for Strength Training based on the individual coaching salary guide step for each sports season (Fall, Winter, Spring, Summer).

c. Step placement shall be credited for longevity served in either Strength Training or in the Fitness Center.

I. 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 XXXII
DURATION

A. Duration Period

This Agreement shall be effective from July 1, 2023 to June 30, 2028. 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 14th day of August, 2023.

FOR THE ASSOCIATION

s/Jeffrey Bowden

President

s/ Michele Balogh-Silesky

Secretary

FOR THE BOARD:

s/ Shannon Peng

President

s/Jonathan Toth

Secretary

ETEA Negotiating Team	EBOE Negotiations Team
Jeffrey Bowden, President	Jingwei “Jerry”Shi, Board Member
Gerard Campione	Mohin Patel, Board Member
Shanda Edwards	Vishal Patel, Board Member
Matthew Hrevnak	Joseph Romano, Board VP
Michele Balogh-Sileski	**Resources:**
Michele Wenzel	Dr. Edward Aldarelli, Superintendent
Christine Nixon	Jonathan Toth, Business Admin
Dawn Penny, Observer	Dr.Thomas Toohey,Asst. Superintendent
Kerri Colletto, Observer	

Appendix A

Additional Money Items

		2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028
1	ESY Nurses	$41	$43	$44	$46	$48
2	ESY Teacher	$52	$54	$56	$58	$60
3	Summer Literacy Academy	$52	$54	$56	$58	$60
4	Literacy Academy	$38	$40	$41	$43	$45
5	Summer Enrich/Sport	$36	$37	$39	$40	$42
6	PDI Presenter	$52	$54	$56	$58	$60
7	SAT Coverage	$52	$54	$56	$58	$60
8	SAT Class	$36	$37	$39	$40	$42
9	Saturday Detention	$130	$135	$140	$145	$150
10	Athletic Events	$49	$50	$52	$54	$56
11	Athletic Trainer Cover	$36	$37	$39	$40	$42
12	Class Coverage Teacher	$32	$33	$35	$36	$37
13	Home Instruction	$52	$54	$56	$58	$60
14	Curriculum Work	$31	$32	$33	$35	$36
15	Nurse Sport Physical	$41	$43	$44	$46	$48
16	Supplemental Instruction					
	(1 student)	$31	$32	$33	$35	$36
	(2 students)	$38	$40	$41	$43	$45
	(3 to 5 students)	$41	$43	$44	$46	$48
		2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028
	Extra Assignment (0.2)	$9,250	$10,000	$10,750	$11,500	$12,000
	Extra Class (0.4)	$1,850	$2,000	$2,150	$2,300	$2,400
	Medical Cap	$14,993	$15,488	$15,983	$16,479	$16,957

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Glossary of Terms/Acronyms

BOE	Board of Education
CAP	Corrective Action Plan
CBA	Collective Bargaining Agreement
CCC	Curriculum Coordinating Committee
CCL	Core Content Leader
COBRA	Consolidated Omnibus Budget Reconciliation Act
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, Speech Language Specialists, Occupation Therapists)
ETEA	Edison Township Education Association
FMLA	Family Medical Leave Act
FLIA	Family Leave Insurance Act
GSHP	Garden State Health Plan
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 Associations
NJEHP	New Jersey Educator's Health Plan
PERC	Public Employment Relations Commission
PERS	Public Employees Retirement System
PDI	Professional Development Institute (Edison)
PDIC	Professional Development Institute Credits
PDP	Professional Development Plan
PLC	Professional Learning Community
PPO	Preferred Provider Organization
PR&R	Professional Rights and Responsibilities Committee
ScIP	School Improvement Panel
SGO	Student Growth Objective
SGP	Student Growth Percentile
SRT	Student Response Team
TWIG	Teachers Working In Groups
TPAF	Teachers' Pension and Annuity Fund
WDEA	Workplace Democracy Enhancement Act