

EMERSON EDUCATION
ASSOCIATION

EMERSON BOARD OF
EDUCATION

A G R E E M E N T

1976 - 1978

THE COUNTY OF BERGEN, NEW JERSEY

DATED AS OF MAY 17, 1976

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- PREAMBLE -

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Emerson School District is their primary aim, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123 Public Laws 1974, 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, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
- RECOGNITION -

The Board of Education (hereinbefore and hereinafter sometimes referred to as the "Board"), recognizes the Emerson Education Association (hereinbefore and hereinafter sometimes referred to as the "Association") as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel whether working in the system or on leave, including:

classroom teachers, librarians, nurses, guidance counselors, reading and speech specialists, and psychologists,

but excluding:

principals, assistant principals, guidance director, and business administrator.

Wherever the term "teacher" is used, it includes classroom teachers, librarians, nurses, guidance counselors, reading and speech specialists, psychologists, and coordinators.

Any reference to the male gender shall be deemed to include the female gender and, where appropriate, any reference to the female gender shall be deemed to refer to the male gender.

- ARTICLE II -

- NEGOTIATIONS PROCEDURES -

- A. The Board of Education agrees to enter into collective negotiations with the Emerson Education Association in accordance with Chapter 123 of the Laws of the State of New Jersey. Such negotiations shall not begin later than November 1st (unless mutually agreed to by the parties hereto) of the school year in which this Agreement shall expire. Any Agreement so negotiated shall apply to all certified personnel as indicated in Article I, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative(s) of the other party. The parties mutually pledge that their representative(s) shall be prepared to make proposals, consider proposals and make counter-proposals in the course of negotiations, with the aim of reaching tentative agreements which can be carried back to their respective bodies for approval.
- C. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE III

- TEACHER RIGHTS -

- A. Teachers shall enjoy all rights granted under and by virtue of the provisions of Chapter 123 of the Laws of 1974 or under any other laws of the State of New Jersey, the United States and the Constitution of the United States and of the State of New Jersey. They shall not be discriminated against, coerced, or reprimanded, by virtue of their exercise of such rights.
- B. Any question concerning the professional competence of a teacher or criticism of his methodology by a supervisor, administrator or board member, shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- C. No teacher shall be prevented from wearing pins or similar identification of membership in the Association or its educational affiliates.
- D. The teacher shall have the responsibility for determining grades and other evaluations of students within the grading policies of the Emerson School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade or evaluation shall be changed without prior consultation between the teacher involved and the administrator responsible for the making of a change. In case of computational and/or computer error, a reasonable effort shall be made to contact the teacher involved by the responsible administrator. If after such reasonable effort, said teacher cannot be contacted, the administrator may make appropriate change(s). The teacher should be notified in writing of whatever change(s) were made.
- E. Whenever any teacher is required to appear before the Superintendent, Board or any committee thereof, concerning any matter which would adversely affect the continuation of that teacher in his office, position or employment or his salary or any increments pertaining thereto, then he shall be given reasonable prior notice of the purpose for such meeting or interview and shall be entitled to have a representative present to advise him and represent him during such meeting or interview.

ARTICLE IV

- ASSOCIATION RIGHTS -

- A. Representatives of the Association, the New Jersey Education Association, the Bergen County Education Association, and the National education Association shall be permitted to transact official Association business on school property. This business shall not interfere with or interrupt normal school operations and shall require approval of the Superintendent or his designee. The use of school buildings for meetings shall be permitted upon approval of the building principal, which approval shall not be unreasonably withheld.
- B. The Association shall be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment with prior approval of the building principal, which approval shall not be unreasonably withheld. The Association shall pay the reasonable cost of all materials and supplies incident to such use and shall be responsible for any damage caused to such equipment or facilities as a result of such use.
- C. The Association shall be permitted the use of the inter-school mail facilities and school mail boxes providing a copy of the content(s) shall be simultaneously submitted to the appropriate building principal(s).
- D. The Board shall, within a reasonable time, prior to entering into any contract which will result in student instruction being provided or supervised by any person or persons, organization, group or company other than properly certificated persons directly employed by the Board, offer the Association an opportunity to express its view regarding the issues at hand.
- E. The Board agrees to furnish the Association in response to reasonable requests, all available information concerning the educational program as to class size, number of specialists, register of certificated personnel, agendas and minutes of Board meetings, annual financial reports and audits and school census data.
- F. Whenever an Emerson teacher and/or his Association representative participates during working hours in grievance proceedings, he shall suffer no loss in pay.
- G. The Association shall be allowed to install a telephone in a school building in the name of the Association and at the expense of the Association. Placement shall be determined by the Superintendent in consultation with the Emerson Education Association President.
- H. The rights and privileges of the Association and its representatives as set forth under Article IV of this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

ARTICLE V

- BOARD RIGHTS -

The Board of Education retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States; and by the decisions of the Commissioner of Education and the Board of Education of the State of New Jersey; by the rules and regulations of the State Board of Education and by the decisions of the courts of the State of New Jersey and/or of the United States, and by regulations of the Public Employment Relations Commission, (PERC).

ARTICLE VI

- SALARIES -

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made part hereof.
- B.
 - 1. Should teachers be employed on an eleven (11) month basis, they shall be paid in twenty-four (24) equal semi-monthly installments
 - 2. Teachers employed on a ten month basis, shall be paid in twenty (20) equal semi-monthly installments.
 - 3. For the purpose of a designated savings plan, teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay.
 - 4. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 - 5. Extra duty pay shall be as set forth in Schedules "B" and "C" for those activities and positions authorized by the Board of Education.
- C. Part-time teachers shall be entitled to one-eighth of the contract salary on a per diem basis, for each period they are required by their schedules to be in school.

ARTICLE VII

- SABBATICAL LEAVE -

A. Purpose

The purpose of sabbatical leave is to provide experiences which encourage the highest level of professional growth. It is reasonable to expect that as a result of these experiences the instructional program of the Emerson Public Schools will be enhanced.

B. Eligibility

A professional employee (deemed to mean "teacher" as defined in Article I of this Agreement) of the Emerson Public School System shall be eligible to apply for his initial sabbatical leave after having rendered a minimum of five (5) consecutive years of outstanding service as a full time professional employee of the Emerson School District as well as by considering any other pertinent information regarding the proposed applicant.

C. Duration and Number

No more than one (1) full year sabbatical may be granted in any one school year. A "full year sabbatical" shall be deemed to mean:

1. A sabbatical for the entire school year; or
2. Two (2) half-year sabbaticals; or
3. Three (3) mini-sabbaticals. A mini-sabbatical may be granted for no less than two (2) weeks, nor more than two (2) months.

D. Subsequent Sabbatical Leave

A professional employee who has successfully completed a sabbatical leave shall not be eligible for a subsequent sabbatical leave until such employee has rendered a minimum of:

1. Five (5) consecutive years (where the prior sabbatical was a full year sabbatical)
2. Four (4) consecutive years (where the prior sabbatical was a half-year sabbatical)
3. Two (2) consecutive years (where the prior sabbatical was a mini-sabbatical)

of outstanding service as a full time professional employee of the Emerson Public School System following the termination of such prior sabbatical leave.

ARTICLE VII - SABBATICAL LEAVE - continued

E. Application for Sabbatical Leave

All applications for sabbatical leave must be submitted to the Superintendent of Schools, in writing, and must contain a statement supporting the applicant's purpose for the sabbatical leave request.

All such applications must be submitted at least:

- 1 - Seven (7) months (in the case of a full year sabbatical)
- 2 - Four (4) months (in the case of a half-year sabbatical)
- 3 - Two (2) months (in the case of a mini-sabbatical)

prior to the commencement date of the proposed sabbatical leave.

F. Review and Approval Procedure

All timely applications of eligible professional employees for sabbatical leave will be reviewed by the Superintendent of Schools. He shall either approve or reject such application(s). If the application is rejected, the applicant must be immediately notified in writing of the reasons for such decision. If the application is approved, the Superintendent of Schools shall submit such application with his recommendation, to the Board of Education for consideration. The Board may, at its sole discretion, either approve or reject any application for sabbatical leave. The Board shall notify the applicant in writing of its decision at least:

- 1 - ninety (90) days (in case of a full year sabbatical)
- 2 - sixty (60) days (in the case of a half-year sabbatical)
- 3 - twenty (20) days (in the case of a mini-sabbatical)

prior to the commencement of the proposed sabbatical leave, where practicable.

G. Requirements and Status While on Leave

1. The professional employee on approved sabbatical leave shall remain in the employ of and shall be responsible to the Board of Education.
2. The professional employee, while on sabbatical leave, shall be entitled to participate in all benefits (not inconsistent with the sabbatical leave) that he would have received if teaching, except that a professional employee on a full year sabbatical leave shall not be entitled to accumulate sick leave during such period.

ARTICLE VII - SABBATICAL LEAVE - continued

3. The professional employee on sabbatical leave shall be subject to reasonable rules and regulations governing sabbatical leave, which may, from time to time, be established by the Superintendent of Schools and approved by the Board of Education provided such rules and regulations do not conflict with the terms of this contract.

H. Return from Sabbatical Leave

1. Within thirty (30) days following his return to active service within the system, a professional employee shall file a complete report with the Superintendent of Schools covering his sabbatical leave experience.
2. Upon return from a full year sabbatical, provided such employee shall be eligible for reinstatement, a professional employee shall be placed on the step of the salary guide which he would have achieved had he remained actively working in the system during the sabbatical leave period. He shall also be entitled to an adjustment on the horizontal level of the salary guide where appropriate.

I. Remuneration

A professional employee on sabbatical leave shall be entitled to seventy percent (70%) of the compensation he would have received had he been working in the system for a like period of time.

J. No Grievance

It is understood and agreed that the rejection of any application for sabbatical leave shall not be the subject of a grievance.

ARTICLE VIII

- SICK LEAVE -

- A. As of September 1, 1971, all teachers employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day.

Unused sick leave shall be accumulated from year to year, but ten (10) days are accumulative and two (2) are not accumulative each year.

Teachers working less than full time shall accrue proportionate sick leave.

In the event that the parties hereto set up a "sick leave bank," it is agreed that the two (2) non-accumulative sick days above referred to may be deposited therein.

- B. The Board of Education reserves the right to request a physician's certificate when a teacher is absent for more than three (3) consecutive days.
- C. Any staff member who is ill beyond his accumulated sick leave time, may at the discretion of the Board, be paid the difference between his normal salary and the substitute's salary. Such differential pay shall terminate the earlier of:
- 1) the teacher's return to his teaching duties; or
 - 2) the expiration of the contract year in which the illness started.

ARTICLE IX

- LEAVES OF ABSENCE -

I. Temporary

A. As of the beginning of the 1976-77 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:

1. Personal - Three (3) days leave of absence for personal legal business, household or family matters and religious holidays which require absence during school hours and any other areas not covered, may be granted after application to, and at the discretion of, the Superintendent.

Application to the teacher's principal for personal leave shall be made at least five (5) days before such leave is to start, (except in the case of emergencies) and the applicant for such leave shall be required to state which of the reasons mentioned above is being used for requesting leave. Tenure teachers are entitled to four (4) days leave for personal reasons, as hereinabove specified.

2. Conferences and Visitations - When it is in the best interest of the school system to have a teacher or teachers visit other schools and attend meetings or conferences which are allied with the teacher's major field of service to the system, the Board may grant such leave upon the recommendation of the Superintendent.
3. Legal Proceedings - Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system.
4. Deaths in Family - A minimum of three (3) consecutive days in the event of the death of a teacher's spouse or child. The duration of this leave shall be left to the reasonable discretion of the Superintendent of Schools.

In the event of the death or any other member of the teacher's family, leave may be granted at the discretion of the Superintendent of Schools.

II. Extended Leave of Absence

- A. Illness in Family - A leave of absence without pay, may be granted for the purpose of providing care for a sick member of the immediate family.
- B. Adoption - Any teacher adopting a child, shall, upon sixty (60) days prior written notice to the Superintendent, be granted a leave of absence without pay for a period of up to eighteen (18) months, commencing upon his receiving de facto custody of said child. It is understood that any teacher granted such leave shall return on either the beginning of a new school year or upon the beginning of a semester only. Said teacher shall give a minimum of ninety (90) days written notice to the Superintendent prior to his return to the teaching staff.
- C. Other Leaves of Absence - Other leaves of absence without pay, may be granted at the discretion of the Board of Education.
- D. Application for Leave - Any application for an extended leave, including the extension thereof, and the decisions based thereon, shall be in writing.
- E. Return from Leave - A staff member returning from extended leave of absence shall be placed on the next step of the salary guide if said leave started after February 1st. A staff member returning from extended leave of absence shall be placed on the step he was on when he left, if said leave started prior to February 1st.

ARTICLE X

- DEDUCTION FROM SALARY -

The Board agrees to deduct from the salaries of its teachers, dues for the Emerson Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such associations as said teachers individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 - (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Emerson Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below.

..... AUTHORIZATION

To Deduct Association Membership Dues

Name _____ Soc. Sec. # _____

School Building _____ District _____

To: Disbursing Office _____ Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated, in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of July 1 or January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

I designate the Emerson Education Association to receive dues and distribute according to the unified organizations.

Emerson Education Association
Bergen County Education Association

New Jersey Education Association
National Education Association

ARTICLE XI

- GRIEVANCE PROCEDURE -

DEFINITIONS

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) the failure or refusal of the Board to renew the contract of a non-tenured employee
- (b) in matters where the Board is without authority to provide a remedy

In the following instances, an employee shall have the right to invoke the grievance procedure up to a hearing before the Board of Education, and upon a decision being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- (a) in matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State, Commissioner of Education, or the State Board of Education
- (b) in matters where the Board contends that it has the sole and unlimited discretion to act
- (c) in matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law

The term "representative" shall include any organization or other person authorized or designated by any employee or any group of employees, or by the Board to act on its behalf and/or their behalf and to represent it or them.

The term "employee" shall mean those employees recognized in Article I RECOGNITION, and shall include a single employee or a group of employees.

The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

ARTICLE XI
GRIEVANCE PROCEDURE - Continued

The term "party" within the context of this provision, means an aggrieved employee, his immediate superior, the school principal or any staff member below the Superintendent who may be affected by the decision of the Superintendent in connection with the procedure herein established.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period, shall be deemed to constitute abandonment of the grievance. In the event the aggrieved employee has been absent from school due to a single illness the period during which action may be instituted shall be extended for a period equal to such length of consecutive absence, except that no action shall be instituted later than ninety (90) days after the occurrence which gave rise to the grievance.
2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. Notwithstanding anything herein contained to the contrary, a minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An employee shall first take his grievance to his immediate superior. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present, at, and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction, and the employee wishes to proceed further, then, within five (5) days from the decision referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
 - (a) the nature of the grievance;
 - (b) the results of the previous hearing; and
 - (c) the basis of his dissatisfaction with the decision
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
8. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

ARTICLE XI

GRIEVANCE PROCEDURE - continued

9. Within ten (10) calendar days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his decision and shall forward a copy of said decision to the school principal and to the immediate superior of the aggrieved employee.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and/or 9, or in the event his decision, in accordance with the provisions thereof is deemed unsatisfactory by either party, - the dissatisfied party, within ten (10) days of the failure of the Superintendent to comply with Paragraphs 8 and 9 hereof, or within ten (10) days of his decision, may appeal to the Board of Education.
11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

the writing set forth in Paragraphs 6 and 9 hereof, and a further written statement setting forth the appellant's dissatisfaction with the Superintendent's decision, if that be the case. A copy of all writings shall be furnished to the Superintendent and to the adverse party.
12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may on its own, conduct a hearing with the grievant, his representative and the adverse party invited to be present, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties, who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held within a reasonable time thereafter.
13. The Board shall render a decision within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his representative if there be one, the principal, and the Superintendent of such decision. This time period may be extended by mutual agreement of the parties.
14. In the event an employee is dissatisfied with the decision of the Board, he shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123 of 1974. A request for advisory arbitration shall be made no later than fifteen (15) days following the decision of the Board.

ARTICLE XI
GRIEVANCE PROCEDURE - continued

Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such request. In the event the aggrieved employee has been absent from school due to a single illness, the period during which action may be instituted shall be extended for a period equal to such length of consecutive absence, except that in no event shall such period exceed ninety (90) days.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

15. In any case, where a grievance is based upon the direct order, ruling, or decision of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or decision, or within ten (10) days of the time when same has been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:
 - (a) the order, ruling or decision complained of;
 - (b) the basis of the complaint; and
 - (c) a request for a hearing, if a hearing is desired

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply, if any, shall be served upon the aggrieved employee.

16. Upon receipt of a grievance filed under the provisions of Paragraph 15 above, the procedure shall be as set forth in Paragraphs 12 and 13 hereof.
17. All employees shall be entitled to resort to the full procedure hereinabove set forth.
18. It is agreed that in the event a grievance is filed after April 30, all parties shall make a concerted effort to accelerate the time sequence so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE XII

- CALENDAR -

The Board of Education will consider input from the Professional Advisory Committee in the process of preparing its academic year calendar. The Board of Education, however, reserves the right of final calendar determination.

ARTICLE XIII

- TEACHER EVALUATION -

1. Evaluation of teachers shall be in conformity with existing State statutes.
2. Teachers, upon reasonable notice, may examine their personnel files during normal school business hours and append relevant commentary to such files provided a copy of such commentary shall be given to the appropriate evaluator(s).

ARTICLE XIV

- PROFESSIONAL ADVISORY COMMITTEE -

I. PURPOSE

A Professional Advisory Committee shall be established for the purpose of maintaining a continuing dialogue on various educational issues. Consideration may be given to such topics as curriculum development, school and community relations, program evaluation as well as any other areas which reflect the mutual concern and interests of the Committee.

II. MEMBERSHIP

A. Representation and Terms of Office - Faculty

The Emerson Education Association shall select the following representatives:

Linwood School 3 members (1 - one year term)
(2 - two year terms)

Memorial School 2 members (1 - one year term)
(1 - two year term)

Jr.-Sr. H.S. 4 members (2 - one year term)
(2 - two year terms)

President of EEA or his designee shall serve in an ex-officio capacity.

B. Administration

Each building principal shall serve as a member of the PAC.

President of the Administrators' Association of Emerson or his designee shall serve in an ex-officio capacity.

The Superintendent of Schools shall serve in an ex-officio capacity.

III. MEETINGS

A. Regular

The PAC shall determine the schedule of meetings for the academic year at the first meeting in September.

(continued)

ARTICLE XIV - PAC - continued

B. Procedure at Meetings

Robert's Rules of Order shall be used at all meetings.

C. Special Meetings

From time to time, special meetings may be initiated by the Superintendent of Schools or by a majority of the teacher or principal representatives. The request must be made in writing and must include the reason for the meeting. Notice of special meetings shall be sent to all members of PAC at least one week in advance of such meeting(s).

IV. CHAIRPERSON

A chairperson and vice-chairperson shall be elected at the annual re-organization meeting, to be held in September, and shall serve for the duration of the academic year.

V. AGENDA

Placement of items on agenda is to be determined by the PAC.

VI. MINUTES

Minutes of all decisions will be taken at the regular meetings and all special meetings. Tentative approval of minutes shall be given by the Superintendent of Schools and Presidents of the EEA and the AAE. The tentatively approved minutes shall be distributed to all members of the PAC. An official set of minutes shall be approved at the next regular meeting and a copy of same shall be delivered to the Board of Education.

ARTICLE XV

- ADDITIONAL BENEFIT -
1977-1978 . . .

The parties agree that commencing with the 1977-78 school year a dental plan shall be established with a company mutually satisfactory to parties hereto.

The Board of Education shall be responsible for that portion of the premium attributable to the coverage of the employee only, however, in no event shall the Board's monetary obligation with respect to the above exceed a total of thirteen thousand dollars, (\$13,000).

ARTICLE XVI

- DURATION OF AGREEMENT -

This Agreement shall be effective as of July 1, 1976 and shall continue up to and including June 30, 1978. It is understood and agreed that Schedules "A", "B" and "C" attached hereto on the date hereof pertain to the school year commencing July 1, 1976 and ending June 30, 1977.

It is further understood and agreed that on or before March 1, 1977, that the parties hereto shall jointly develop Schedules "A", "B" and "C" for the school year commencing July 1, 1977 and ending June 30, 1978 and upon appropriate approval of said Schedules, they shall become a part of this Agreement as if initially attached hereto.

All monetary increases for the development of Schedules "A", "B" and "C" for the school year commencing July 1, 1977 and ending June 30, 1978, shall be limited to a total of \$139,000. Notwithstanding the foregoing, any increases necessitated solely by a teacher's lateral movement on the salary guide shall be the responsibility of the Board and in no way shall it affect the \$139,000 above mentioned.

EMERSON BOARD OF EDUCATION

EMERSON EDUCATION ASSOCIATION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

- ADMINISTRATION OF SALARY GUIDE -

1. Salaries for all teachers shall be determined by this guide.
2. Teachers planning to go from one column of the guide to the next shall notify the Superintendent on the proper form by November 1st.
3. Advancement to the next column on the salary guide will be made only upon the submission of transcripts of courses taken prior to September 1st.

Delayed approval caused by late submission of transcripts shall be retroactive to September 1st.

4. Increments may be withheld by the Board of Education for unsatisfactory service upon recommendation of the Superintendent based upon established evaluation procedures.
5. All graduate courses (including inservice courses for credit) must be approved by the Superintendent or his designee.

EMERSON BOARD OF EDUCATION

TEACHERS' SALARY GUIDE

1976 - 1977

SCHEDULE A

<u>STEP</u>	<u>4 YEAR</u>	<u>INTER-MEDIATE</u>	<u>5 YEAR</u>	<u>INTER-MEDIATE</u>	<u>6 YEAR</u>	<u>EARNED DOCTORATE</u>
1	\$10,035	\$10,445	\$10,850	\$11,305	\$11,780	\$12,395
2	10,445	10,850	11,305	11,780	12,275	12,915
3	10,850	11,305	11,780	12,275	12,790	13,460
4	11,305	11,780	12,275	12,790	13,325	14,020
5	11,780	12,275	12,790	13,325	13,885	14,615
6	12,275	12,790	13,325	13,885	14,470	15,225
7	12,790	13,325	13,885	14,470	15,075	15,865
8	13,325	13,885	14,470	15,075	15,710	16,535
9	13,885	14,470	15,075	15,710	16,370	17,310
10	14,470	15,075	15,710	16,370	17,140	18,115
11	15,075	15,710	16,370	17,140	17,935	18,950
12	15,710	16,370	17,140	17,935	18,765	19,830
13	16,370	17,140	17,935	18,765	19,635	20,750
14	17,140	17,935	18,765	19,635	20,545	21,710

Those members of the Emerson Faculty, who were at the top of the Emerson Teachers' salary guide (Step 14) during the 1975/76 school year, and are presently employed by the Emerson Board of Education, shall be entitled to a special salary increase during the 1976/77 school year.

This special salary increase shall be computed by multiplying the appropriate figure on Step 14 of the above salary guide by 1.1%. This special salary increase shall then be added to the appropriate guide figure and the result shall be such member's 1976/77 annual salary.

- 100% Major Medical - Employee's Share
- 100% Blue Cross/Blue Shield, Rider J - Full Family
- \$400 - Teachers - 20 years in Emerson System

- ADDITION TO SCHEDULE A -

1. The 4-Year Column is applied to all who have the required teacher certification.
2. The 4-Year Intermediate column represents sixteen graduate credits beyond the 4-Year level.
3. The 5-Year column represents the Master's Degree or thirty-two graduate credits beyond the 4-Year level.
4. The 5-Year Intermediate column represents sixteen graduate credits beyond the 5-Year level.
5. The 6-Year column represents thirty-two graduate credits beyond the 5-Year level.
6. The 6th column represents the Earned Doctorate Degree.

NOTE: All graduate courses must be approved for credit by the Superintendent in writing.

EMERSON BOARD OF EDUCATION

PSYCHOLOGIST'S GUIDE

1976 - 1977

SCHEDULE A

<u>STEP</u>	<u>SALARY</u>
1	\$13,774
2	14,304
3	14,833
4	15,460
5	16,073
6	16,713
7	17,377
8	18,074
9	18,792
10	19,764
11	21,000
12	22,000

EMERSON BOARD OF EDUCATION
1976 - 1977

NON-ATHLETIC EXTRA DUTIES

SCHEDULE B

<u>CLASS ADVISORS</u>	
Ninth Grade	\$ 355
Tenth Grade	300
Eleventh	465
Twelfth Grade	515
<u>STUDENT COUNCIL</u>	
Junior	225
Senior	325
<u>HIGH SCHOOL LITERARY MAGAZINE</u>	335
<u>YEARBOOK ADVISOR</u>	950
<u>NEWSPAPER-ADVISOR & BUSINESS MANAGER</u>	475
<u>MARCHING BAND</u>	
Director	1,050
Twirlers	235
<u>AUDIO-VISUAL</u>	
Linwood	285
Memorial	285
<u>BUS DUTY</u>	
Linwood	350
Memorial	350
<u>STUDENT CONGRESS - Elementary</u>	290
<u>CHEERLEADERS</u>	
Varsity & JV	565
Freshmen	300
<u>SAFETY PATROL - Elementary</u>	200
<u>INTRAMURALS</u>	
Elementary Program	505

Chaperones required for dances and musicals for large group supervision shall be paid at the rate of \$15.00 per evening and \$5.00 per afternoon.

It is understood and agreed that payment of chaperones for the foregoing shall in no way relieve staff members from their present obligations with respect to supervision of all other co-curricular activities requiring service after normal school hours.

The position of the parties as to which activities are voluntary is not to be altered by this agreement.

EMERSON BOARD OF EDUCATION
1976 - 1977

ATHLETIC EXTRA DUTIES SALARY GUIDE			SCHEDULE B	
	STEP	HEAD COACH	STEP	ASST. COACH
<u>FOOTBALL</u>	1	\$1,500	1	\$ 760
	2	1,600	2	860
	3	1,700	3	960
<u>BASKETBALL</u>	1	1,330	1	720
	2	1,430	2	820
	3	1,530	3	920
<u>WRESTLING</u>	1	1,330	1	720
	2	1,430	2	820
	3	1,530	3	920
<u>BASEBALL</u>	1	1,245	1	670
	2	1,345	2	770
	3	1,445	3	870
<u>OUTDOOR TRACK</u>	1	1,245	1	670
	2	1,345	2	770
	3	1,445	3	870
<u>INDOOR TRACK</u>	1	325		
	2	375		
	3	425		
<u>CROSS-COUNTRY</u>	1	600		
	2	750		
	3	850		
<u>TENNIS</u>	1	820		
	2	920		
	3	1,020		
<u>TRAINER</u>		570		
<u>VOLLEYBALL</u>	1	820		
	2	920		
	3	1,020		
<u>FIELD HOCKEY</u>	1	820		
	2	920		
	3	1,020		
<u>SOFTBALL</u>	1	820		
	2	920		
	3	1,020		
<u>GYMNASTICS</u>	1	820		
	2	920		
	3	1,020		

EMERSON BOARD OF EDUCATION
1976 - 1977

COORDINATORS' SALARY GUIDE

SCHEDULE C

<u>Step</u>	<u>4 or more in Dept.</u>	<u>3 or less in Dept.</u>
1	\$1,000	\$ 750
2	1,100	850
3	1,200	950