# AGREEMENT

# EMERSON EDUCATION ASSOCIATION EMERSON BOARD OF EDUCATION

2022 - 2025

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#### **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 representative for collective negotiation concerning the terms and conditions of employment for all certified personnel whether working in the system or on leave, including:

PRE-K -12 CLASSROOM TEACHERS, MEDIA TECHNOLOGY SPECIALISTS, NURSES, GUIDANCE COUNSELORS, READING AND SPEECH/LANGUAGE SPECIALISTS, PSYCHOLOGISTS, LEARNING DISABILITIES/TEACHER CONSULTANTS, ATHLETIC TRAINER, SOCIAL WORKERS, ESL, OR ANY OTHER TEACHING POSITION WHICH REQUIRES A STATE ENDORSED CERTIFICATE ISSUED BY THE STATE DEPARTMENT OF EDUCATION.

## but excluding:

ANY INDIVIDUAL HOLDING A POSITION REQUIRING AN ADMINISTRATIVE OR SUPERVISORY CERTIFICATE, COACHES OTHERWISE NOT EMPLOYED IN THE DISTRICT, ALL AIDE POSITIONS, AND INFORMATION SYSTEMS COORDINATOR.

All of the above positions will be represented by the term teacher in the contract. Memorial and Villano schools will be collectively referred to as "Elementary Schools." The Middle School and the High School will be referred to as the "High School."

## **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 1974 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. 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 not be discriminated against, coerced, or reprimanded, by virtue of their exercise of any and all legal rights.
- B. Any question concerning the professional competence of a teacher or criticism of the teacher's 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 the teacher's professional judgment of available criteria pertinent to any given subject area or activity for which the teacher 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/her office, position, or employment, or his/her salary or any increments pertaining thereto, then the teacher 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 and represent the teacher during such meeting or interview.
- F. In the event that circumstances compel a reduction in the professional staff, the Superintendent shall make the necessary reductions according to the principle of seniority and in compliance with state regulations concerning such reductions.
- **G.** Reduction in force (layoff) shall not be made for arbitrary and capricious reasons and shall be in compliance with the laws of the State of New Jersey.

- H. Seniority for the purpose of this Article concerning reduction in force shall be defined as continuous employment time, in the Emerson School System.
- I. Teachers shall have access to their personnel files. Nothing will be placed in a teacher's file without the teacher being given a copy. Teachers shall have the right to respond in writing to anything placed in their files. Persons inspecting a teacher's personnel file will log in their names and dates of inspections.
- J. All professional positions which are open, including all A and B guide positions, shall be posted in a location specified for this purpose in each of the three buildings.

#### **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/her 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 but not limited to typewriters, computers, copying machines, and all types of audiovisual 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 which is in the public domain.
- Whenever an Emerson teacher and/or Association representative participates during working hours in grievance proceedings or school related legal proceedings, provided that attendance at said legal proceedings is required by the Board or agent of the Board, they shall suffer no loss in pay nor be charged for the day as a personal day or sick day.
- 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 representative as set forth under Article IV of the Agreement shall be granted only to the Association as the exclusive representative of the teachers.
- I. The Board accepts the Association's right to any agency shop and authorizes payroll deduction as per statute maximum for all non-Association teachers.

## **ARTICLE V**

## - BOARD RIGHTS -

- A. 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 the United States, and by regulations of the Public Employment Relations Commission (PERC).
- B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, subject only to the limitation imposed by the language of this Agreement, (a) to supervise employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in the school district, and to suspend, demote, discharge, or take other disciplinary action as necessary under the state law; (c) to relieve employees from duty for legitimate legal reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to establish reasonable work rules within the framework of this document and state law; and (g) to take whatever actions may be necessary to carry out the educational purposes of the school district in situations of emergency.
- C. Nothing in the above shall be interpreted as to preclude the Association and/or individuals from instituting the grievance procedure with respect to Board policy or administrative decisions.

## **ARTICLE VI**

#### - SALARIES -

- A. The salaries of all teachers covered by this Agreement are set forth in <u>Schedule A</u> which is attached hereto and made part hereof.
- **B. 1.** Should teachers be employed on an eleven-month (11) basis, they shall be paid in twenty-four (24) semi-monthly installments.
  - 2. Teachers employed on a ten-month (10) basis shall be paid in twenty (20) equal semi-monthly installments.
  - 3. Teachers may elect to have a single deposit or multiple direct deposits of salary into any employee designated bank account(s) in the employee's name with a valid ABA routing number and account number. All employees hired after July 1, 2013 shall be required to deposit entire salary into any employee designated bank account(s) in the employee's name with a valid ABA routing number and account number.
  - **4.** When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
  - **5.** Extra duty pay shall be as set forth in Schedule B for those activities and positions authorized by the Board of Education.
- C. Part-time teachers on contract shall be entitled to the following:
  - 1. Elementary Schools Salary proportionate to assignment.
  - 2. <u>Secondary School</u> Salary based upon teaching assignments and non-teaching assignments.

Teaching	Salary
1 class assignment	1/8
2 class assignments	1/4
3 class assignments + 1 (non-teaching)	1/2
4 class assignments + 1 (non-teaching) + 1 (preparation)	3/4

Should there be an inequity in the application of the above paragraph, the parties understand that any discrepancy may be subject to the grievance procedure (Article XI).

- 3. All other part-time teachers shall be paid according to the number of period assignments as specified in #2 above. It is understood by both parties that the administration will make every effort to assign part-time teachers to consecutive periods.
- 4. Part-time staff members are required to attend full-day professional development sessions. Staff members can attend either four half-day sessions or two full-day sessions. They are also required to attend evening events and one meeting per month at a mutually agreed upon time between the teacher and administrator.
- **D.** Teachers authorized and/or required to use their automobiles will be reimbursed as per current OMB mileage allowance for mileage over 20 miles.

## ARTICLE VII

#### - SICK LEAVE -

A. All teachers employed shall be entitled to eleven (11) 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. Teachers returning from an unpaid leave after September 30<sup>th</sup> shall be granted sick days for that year on a prorated basis.

Unused sick leave shall be accumulated from year to year, but ten (10) days are accumulative and one (1) is not accumulative each year.

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

Teachers may designate two days from their sick bank for the purpose of family illness days.

- **B.** The Board of Education reserves the right to request a physician's certificate when a teacher is absent for more than two (2) consecutive days. There shall be no deduction of time or salary for absence due to quarantine required by public health officials.
- C. The Emerson Board of Education may require, at its discretion, any teacher who has been absent from his or her contractual and/or teaching reponsibilities for more than ten (10) consecutive work days, a physical and/or mental examination by a physician under the following guidelines:
  - 1. The Board has served notice, in writing, to the teacher requesting a medical statement from the teacher's attending physician as to the nature of the illness and/or ailment.
  - 2. The Board will inform the teacher, in writing, of its intention to have the teacher submit to an examination by a physician of its choosing.
  - 3. The Board will provide the teacher with the names, addresses, and telephone numbers of at least three (3) physicians who specialize in the area of medicine that the teacher claims ailment.
  - 4. The Board must assume all attendant costs of the examination including, but not limited to, the doctor's fees not covered by the employee's medical insurance.
  - 5. In the event that a conflicting diagnosis and/or prognosis should occur between the teacher's treating physician and the physician chosen from the Board's submitted list, a third opinion may be sought by a mutually acceptable specialist employing the above conditions in paragraph 4.

D. Any staff member who is ill beyond his/her accumulated sick leave time may apply to the Superintendent for extended sick leave benefits. The Superintendent will make a recommendation to the Board. The Board, within its discretion, may accept, reject, or modify the Superintendent's recommendation.

#### **ARTICLE VIII**

#### - LEAVES OF ABSENCE -

## A. Temporary Leaves of Absence

Teachers shall be entitled to the following non-accumulative leaves of absence with full pay each year:

<u>Personal</u> All teachers may be allowed up to four (4) days, without loss of pay for personal business during the school year, upon approval of the Superintendent. Up to three (3) unused personal days shall be added to the accrued number of sick days.

All personal leaves are subject to the following conditions:

- i. Personal leave shall be limited to urgent legal, medical, family, personal matters or religious holidays which necessitate the teacher's absence on a school day. Personal leave shall not be used for recreation, entertainment, rest or recuperation, other employment, or for matters which can be scheduled outside of school hours.
- ii. Requests for personal leave shall be filed with the Superintendent at least five (5) school days in advance of the contemplated absence.
- iii. Personal days will not be granted on the first five (5) days of school, or on days immediately preceding or following an extended weekend, scheduled school recess, or scheduled professional development day.
- iv. The Superintendent, or his designee, shall review each application and approve or disapprove the request.
- v. In an emergency, the Superintendent, or his designee, upon being informed by the teacher of the nature of the emergency, may waive all restrictions and authorize an emergency personal day, if satisfied that the restriction in ii or iii above impose an undue hardship.
- b. <u>Conferences and Visitations</u> 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. Teachers attending workshops or conferences shall submit a written summary report to the principal within five (5) days of their return.

## **ARTICLE VIII (Continued)**

- c. <u>Legal Proceedings</u> This is to be defined as legal proceedings which are directly related to the teacher's performance of duty within the Emerson Public Schools. This provision shall not apply if such proceedings deal with said teacher's dismissal instituted by the Board.
- d. <u>Deaths in Family</u> Up to 10 days in the case of the death of a spouse, child, or spouse's child. Up to 5 days in the case of the death of teacher's or spouse's parent, grandparent, sibling, cousin, aunt, or uncle. Additional leave shall be left to the reasonable discretion of the Superintendent of Schools.

## B. Extended Leave of Absence

- 1. <u>Illness in Family</u> A leave of absence without pay may be granted for the purpose of providing care for a sick member of the immediate family.
- 2. Adoption Any teacher adopting a child shall, upon sixty (60) days' prior written notice to the Superintendent, except in extenuating circumstances, be granted a leave of absence without pay for a period of up to eighteen (18) months, commencing upon his/her receiving de facto custody of said child. It is understood that any teacher granted such leave shall return only at the beginning of a semester or any other mutually agreed upon date of return.

Said teacher shall give written notice to the Superintendent of his/her intention to return to the teaching staff by February 1<sup>st</sup>.

## 3. Child Rearing/Family Leave -

- a. The Board may grant child rearing/family leave to any teacher upon request providing such teacher gives notice in writing to the Superintendent sixty (60) days before the commencement of said leave.
- **b.** Said teacher shall be granted up to eighteen (18) months leave without pay. This period of time may be extended by mutual consent.
- c. It is understood that any teacher granted such leave shall return only at the beginning of a marking period or other mutually agreed upon date of return. Said teacher shall give written notice to the Superintendent of his/her intention to return to the teaching staff by February 1<sup>st</sup>.
- **4.** Other Leaves of Absence Other leaves of absence without pay may be granted at the discretion of the Board of Education.

# ARTICLE VIII (Continued)

- 5. 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 1<sup>st</sup>. A staff member returning from extended leave of absence shall be placed on the step he/she was on when he/she left, if said leave started prior to February 1<sup>st</sup>.
- 6. This article shall be consistent with NJSA 34:11B-1 et seq., and Board Policy 4151.2/4251.2; the Board of Education recognizes federal and state law concerning the Family Leave Act.

#### ARTICLE IX

## - DEDUCTION FROM SALARY -

#### A. EEA Members

The Board agrees to deduct from salaries of its teachers, dues for the Emerson Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association. Such deductions shall be made in compliance with rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the NJEA by the 15th of each month following the monthly pay period in which deductions were made. NJEA shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be completed in written form as provided by NJEA.

NJEA shall certify to the Board, in writing, the current rate of its membership dues for each individual. Additional authorizations for dues deduction may be received after August under rules established by the State Department of Education.

The filing of notice of a teacher's withdrawal shall be in compliance with the existing statutes.

#### B. NON-EEA MEMBERS

If an employee included in the recognition clause of this contract does not become a member of the unified associations during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

The representation fee to be paid by non-members will be equal to 85% of the regular membership dues or the maximum presently allowed by law. If the law is modified in this regard, the amount of the representation fee automatically will be changed to the maximum allowed, said change to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

The NJEA will notify the Board, in writing, of the amount of the regular membership dues.

The EEA will submit to the Board a list of those employees who have not become members of the Association for the then-current membership year. The Board will deduct from the salaries of such employees in accordance with the following procedures.

The Board will deduct the representation fee in equal installments from the paychecks paid to each employee on the aforesaid list. The deductions will begin with the first paycheck paid and be promptly transmitted to the NJEA.

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

The Association will notify the Board, in writing, of any changes in the list provided for in the paragraph above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Board received said notice.

## ARTICLE X

## -GRIEVANCE PROCEDURE-

#### **Definitions**

The term "grievance" means a complaint by any employee that 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, any group of employees, or by the Board to act on its behalf and/or their behalf 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.

## **Procedure**

- 1. An aggrieved employee shall institute action under the provisions hereof with thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after the employee would reasonably be expected to know of its occurrence. Failure to act within the said thirty (30) calendar 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) calendar 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/her own appeal or to designate a representative to appear with him/her at any step in the appeal. Notwithstanding anything herein contained to the contrary, a minority organization shall not have the right to present or process a grievance.
- 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 the grievance, in writing, to the employee's immediate superior. Where the immediate superior is below the rank of principal, the principal shall be notified simultaneously, in writing, and shall have the right to be present at, and to participate in, said hearing. The time periods indicated shall commence when the immediate supervisor receives the written grievance. Within five (5) school days from receipt of the written grievance (unless a different period is mutually agreed upon) the principal shall hold a hearing at which all parties in interest shall have the right to be heard. A decision shall be rendered within five (5) calendar days of said hearing. If the five (5) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days. For grievances filed at the end of school year, see Paragraph 18 below.
- 6. If the grievance is not resolved to the employee's satisfaction and the employee wishes to proceed further, then, within five (5) calendar days from the decision referred to in Paragraph 5 above, the employee shall submit the 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 the employee's dissatisfaction with the decision. If the five (5) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days.

- 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. If the ten (10) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days. For grievances filed at the end of school year, see Paragraph 18 below.
- 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/her representative, if there be one, of the Superintendent's decision and shall forward a copy of said decision to the school principal and to the immediate superior of the aggrieved employee. If the ten (10) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days. For grievances filed at the end of school year, see Paragraph 18 below.
- 10. In the event of the failure of the Superintendent to act in accordance with provisions of Paragraphs 8 and/or 9 or provisions thereof, is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) calendar days of the failure of the Superintendent to comply with Paragraphs 8 and 9 hereof or within ten (10) calendar days of the Superintendent's decision, may appeal to the Board of Education. If the ten (10) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days.
- 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 the appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted it, or the Board may on its own conduct a hearing with the grievant, his/her 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. The Board shall have the option of hearing the grievance as a full Board or of appointing a two-member Board committee to hear the grievance.

- 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/her 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, the employee 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) calendar days following the decision of the Board.

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) calendar 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 its 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 thirty (30) calendar days of the issuance of said order, ruling or decision, or within thirty (30) calendar 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. If the thirty (30) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days.

- **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.

Grievances filed at the end of the school year (with less than three (3) school days remaining) shall adhere to the calendar day time periods referred to above with no extensions to include school days. The time periods shall be extended, however, to include administrator/supervisor vacation periods and employee vacation/ employment periods where the employee or association representative is unavailable for a hearing.

## ARTICLE XI

#### -CALENDAR-

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

Teachers will be expected to report to work for professional duties for a maximum of 187 days for the school year-, except on holidays specified on the school calendar. The student year will be a maximum of 183 days. Unused snow emergency days up to a maximum of 2 will be added to the Memorial Day weekend holiday. However, the Board reserves the right to maintain 1 unused snow emergency day until June 30<sup>th</sup> each year.

Teachers may be required to attend meetings or other professional activities one day prior and/or one day after the student calendar. Should the teacher workshop days involve professional development training, those hours would be used to partially satisfy the training requirements set by the State Board of Education.

## ARTICLE XII

#### -TEACHER EVALUATION-

Improvement in the quality of the educational process depends on continuous evaluation carried on jointly in an atmosphere of mutual respect and trust by both teachers and supervisors.

Formal evaluations for all teachers, whether they be tenured or non-tenured, shall be performed consistent with the expectations found in the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ Act) – N.J.A.C. 6A:10, Educator Effectiveness.

## ARTICLE XIII

## - FACULTY MEETINGS -

An agenda shall be provided at least one day prior to scheduled faculty meetings except in cases of emergency. Except in emergencies, administrators shall not call meetings during lunch or preparation periods.

## ARTICLE XIV

## - CLASS COVERAGE -

Teachers losing a designated preparation period in order to cover a class will be paid at a rate of \$40 per class after a teacher covers 1 class. Teachers that have an On Call and Preparation Period on the same day will not be compensated for the loss of a preparation period. Teachers pulled from other supervisory duties to cover classes will not be compensated.

#### ARTICLE XV

## - SCHEDULING -

The High School teacher's work day will commence at 7:40 a.m. and conclude at 3:15 p.m. Elementary School teachers will begin at 8:30 am and conclude at 3:30 p.m.

1. The secondary school teacher's schedule should include five (5) teaching assignments, one (1) lunch period and one (1) professional period. The remaining periods may be assigned at the discretion of the administration. No Junior/Senior High School teacher shall be assigned more than four (4) consecutive teaching assignments, nor more than five (5) consecutive pupil contact periods. Wherever possible, no teacher will be assigned to six (6) teaching periods. In the event that a teacher is assigned to six (6) teaching periods, no other duties will be assigned. No teacher will be assigned to lunch outside of the pupil lunch schedule whenever possible.

In the event the secondary school teachers' schedule is changed back to a traditional schedule after the 2014-2015 school year, the length of each teaching assignment shall not exceed forty-four minutes.

Teachers who have teaching responsibilities in the Junior-Senior High School and the elementary school shall be limited to six (6) teaching assignments. Junior-Senior High School staff members who are assigned a sixth teaching assignment will be compensated at the rate of \$1500 per year pro-rated.

2. Elementary school special area subject teachers are those teachers who teach in the following subject areas: Art, Music, Physical Education, Media Technology Specialist, Speech and Computer Instruction, World Language and English as a Second Language.

The time within the work day for the purpose of this clause and for the purposes of scheduling elementary special area subject teachers professional preparation time shall be defined as commencing at 8:30 a.m. and concluding at 3:30 p.m. Every elementary school special area subject teacher shall have one 45-minute contiguous minute preparation period on 4 of 5 days each week.

In the event that an elementary school special area subject teacher is scheduled without a 45-minute contiguous preparation period on 4 of 5 days each week, the following shall apply:

a. There shall exist a minimum of 25 contiguous minutes of professional preparation 4 days per week.

b. An additional amount of time, not less than 130 minutes per week, shall be designated as preparation time between the hours of 8:40 a.m. and 3:10 p.m.

- 3. Elementary teachers in grades 1-6 shall have five preparation periods totaling 225 minutes per week. Every effort shall be made to schedule each teacher in grades 1-6 with one preparation period per day.
- 4. The Superintendent will provide a tentative copy of the Elementary and Jr/Sr High School master schedules to the EEA by June 30<sup>th</sup>. The elementary tentative master schedule shall include the schedules for special area subject teachers.

By August 15<sup>th</sup>, the Superintendent shall provide a completed copy (or updated tentative copy) of the Master Schedules to the EEA and an attempt will be made to notify any teacher who has been assigned a sixth teaching assignment. The EEA will be provided up-to-date Master Schedules no later than the first day of school. Any subsequent change in the Master Schedules will be sent to the EEA when they are made.

A final copy of teacher schedules shall be given to the EEA when distributed to teaching staff. The clock for grievances on issues pertaining to the master schedule shall begin on the first working day in September..

- At the Junior-Senior High School, all nurses, Media Technology Specialists, and guidance counselors shall commence and end the school day at the same time as teachers.
- 6. Both elementary and secondary teachers shall have the obligation to attend three evening events during the year, two of which shall require the scheduling of a one session day for students and teachers. At the elementary schools, parent conferences shall be held on two afternoons and one evening, and scheduled by the teachers on the dates established by the principal. If additional evening sessions scheduled by the principal require the attendance of the entire staff, a one session day shall be scheduled.
- 7. All teaching staff shall be permitted to leave 5 minutes after student dismissal on:
  - Fridays
  - The day of that school's back to school night
  - The day before a holiday or schedule school break In the event of an emergency, staff may be requested to delay their departure.

#### ARTICLE XVI

## - 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 1<sup>st</sup> in the year prior to the move. If the number of credits needed to complete the move are not attained within the specified time, teachers must reapply the following year.
- 3. Advancement to the next column on the salary guide will be made only upon the submission of transcripts or verifying documents of courses taken prior to September 1<sup>st.</sup>
  - Delayed approval caused by late submission of transcripts or verifying documents shall be retroactive to September 1<sup>st</sup> of the school year the transcripts or verifying documents were received.
- 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/her designee. A Request for Approval of Graduate Level or In-Service Course must be completed and submitted to the Superintendent for approval before enrolling in each course. Graduate or In-Service courses not approved by the Superintendent prior to enrollment will not be counted towards horizontal movement on the salary guide for that school year.
- 6. The Board of Education will reimburse the full tuition for those courses which are taken at the request of the Board or the Superintendent.
- 7. After retirement, teachers may elect to continue any or all of their benefits at a rate of 102% of the group rate. Payment for the year must be made in two equal installments. The first payment must be made by July 15<sup>th</sup> of year in which the benefits are continued, the second payment must be made by January 30<sup>th</sup> of the year in which the benefits are continued.

## ARTICLE XVII

## - SERVICE RECOGNITION -

The Emerson Board of Education will recognize dedicated teachers upon retirement from education who have served the Emerson Public Schools for 20 or more consecutive years.

Outstanding dedicated teachers in any given year are those individuals who have received all satisfactory ratings on their annual evaluations and who have contributed to the broad range of school activities by participating on established or available committees or as paid or unpaid advisors to recognized student activities. Outstanding dedicated teachers shall also have had exemplary attendance.

Any unsatisfactory rating on any annual evaluation shall cause the teacher to lose the service recognition payment for that year. Any formal letter of reprimand issued by the Board of Education, Superintendent, or principal, or withholding of increment in any employee's years of service, will disqualify the employee from that year's service recognition payment.

The calculation of the service recognition allowance for all years up to and including 1991-1992 shall be calculated based upon an award of \$300 per year for each year of full-time service.

The calculation of the service recognition allowance for the school years 1992-1993 through 1994-1995 shall be based on the following criteria.

There shall be no service recognition allowance in any year where an unsatisfactory annual evaluation has been given, an increment has been withheld, or a formal letter of reprimand has been issued. The formula for calculating the service recognition allowance for the school years 1992-1993 through 1994-1995 is:

# Yearly Allowance for Unused Accumulated Sick Days (Full-Time Teachers)

Accum. Sick Days 10	Allowance \$350	Accum. Sick Days 6	Allowance \$120
9	\$315	5	\$100
8	\$280	4	\$80
7	\$245	3	\$60

For the years 1992-1993 through 1994-1995, there shall be no allowance for less than 3 unused sick days unless a waiver was granted by the Superintendent for a long term illness. Teachers granted a waiver shall receive an allowance of \$150 for the year in which the waiver was granted; however, all other absences for the year, but not including the waiver absences, shall be deducted from the \$150 waiver allowance at the rate of \$25 per day after the second day. All applications for waiver must have been submitted within 30 days of return to work and shall include supporting documentation.

The calculation of service recognition allowance for all years after 1994-1995 shall be based upon the amount earned up to and including 1994-1995 plus the amounts earned after 1994-1995.

The calculation of service allowance for all years after 1994-1995 shall be calculated based upon an award of \$300 per year for each year of full time service. There shall be no service recognition in any year where an unsatisfactory annual evaluation has been given, an increment withheld, or a formal letter of reprimand has been issued as indicated above. In any year where a teacher has not used any sick days and has not received a formal letter of reprimand or unsatisfactory rating on the annual evaluation, an additional \$100 service recognition allowance shall be awarded.

The total maximum payment for all service recognition allowance for any teacher shall be \$10,000. All allowances shall be pro-rated for part-time teachers.

Payment: The following options shall be available to teachers who qualify for the service recognition allowance provided they give notification via letter of resignation/retirement by the dates specified:

#### Option

1. Single payment upon retirement

#### **Notification Date**

Prior to Nov. 1 of the school yr.preceding the school year of retirement; for notifications after Nov. 1, the payment will be made on July 1, one (1) yr. following retirement.

2. Payment shall be made in a single lump sum within 60 days of retirement or other mutually agreeable date permitted by IRS regulation or law.

In the event that an employee is deceased prior to retirement, all monies earned and to which he/she is entitled to under this clause shall be paid to his/her beneficiary, as so stated by the contributory/noncontributory insurance program. If no beneficiary has been designated, then these monies shall be made payable to the employee's estate.

If a teacher (age 60 or more with at least twenty years' service in the Emerson Public Schools) retires prior to age 62 and is not eligible for the State Health Plan coverage through retirement, the Board will pay for Blue Cross, Blue Shield, Major Medical, and Rider J for the employee until the employee reaches the age of Medicare coverage.

## ARTICLE XVIII

## - DURATION OF AGREEMENT -

This Agreement shall be effective as of July 1, 2022, and shall continue up to and including June 30, 2025. It is understood and agreed that Schedules A and B, attached hereto on the date hereof, pertain to the school years commencing July 1, 2022 and ending June 30, 2025.

This Agreement shall continue in full force and effect with all attendant benefits until a successor Agreement is satisfied by the Board and the Association.

**EMERSON BOARD OF EDUCATION** 

**EMERSON EDUCATION ASSOCIATION** 

President

By:\_\_\_\_\_

Procident

By:

Secretary

Secretary

DOC	61,150	63,150	65,150	67,150	69,150	71,150	73,150	77,150	79,150	81,150	83,150	85,150	87,150	89,150	92,150	95,150	98,150	100,650	103,850
MA+32	59,150	61,150	63,150	65,150	67,150	69,150	71,150	75,150	77,150	79,150	81,150	83,150	85,150	87,150	90,150	93,150	96,150	98,650	101,850
MA+16	57,150	59,150	61,150	63,150	65,150	67,150	69,150	73,150	75,150	77,150	79,150	81,150	83,150	85,150	88,150	91,150	94,150	97,150	100,350
MA	55,150	57,150	59,150	61,150	63,650	65,650	67,650	059'69	71,650	73,650	75,650	77,650	79,900	82,150	85,150	88,150	90,150	94,150	98,350
BA+16	52,650	54,650	56,650	58,650	60,650	62,650	64,650	66,650	68,650	70,650	72,650	74,650	76,650	78,650	81,650	83,650	86,650	88,650	90,850
ВА	51,400	53,400	54,400	56,400	58,400	60,400	62,400	64,400	66,400	68,400	70,400	72,400	74,400	76,400	79,400	81,400	84,400	86,400	88,050
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DOC	61,150	63,150	65,150	67,150	69,150	71,150	73,150	77,150	79,150	81,150	83,150	85,150	87,150	89,150	92,150	95,150	98,150	100,650	103,850
MA+32	59,150	61,150	63,150	65,150	67,150	69,150	71,150	75,150	77,150	79,150	81,150	83,150	85,150	87,150	90,150	93,150	96,150	98,650	101,850
MA+16	57,150	59,150	61,150	63,150	65,150	67,150	69,150	73,150	75,150	77,150	79,150	81,150	83,150	85,150	88,150	91,150	94,150	97,150	100,350
MA	55,150	57,150	59,150	61,150	63,650	65,650	67,650	69,650	71,650	73,650	75,650	77,650	79,900	82,150	85,150	88,150	90,150	94,150	98,350
BA+16	52,650	54,650	56,650	58,650	60,650	62,650	64,650	66,650	68,650	70,650	72,650	74,650	76,650	78,650	81,650	83,650	86,650	88,650	90,850
ВА	51,400	53,400	54,400	56,400	58,400	60,400	62,400	64,400	66,400	68,400	70,400	72,400	74,400	76,400	79,400	81,400	84,400	86,400	88,400
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DOC	61,150	63,150	65,150	67,150	69,150	71,150	73,150	77,150	79,150	81,150	83,150	85,150	87,150	89,150	92,150	95,150	98,150	100,650	103,850
MA+32	59,150	61,150	63,150	65,150	67,150	69,150	71,150	75,150	77,150	79,150	81,150	83,150	85,150	87,150	90,150	93,150	96,150	98,650	101,850
MA+16	57,150	59,150	61,150	63,150	65,150	67,150	69,150	73,150	75,150	77,150	79,150	81,150	83,150	85,150	88,150	91,150	94,150	97,150	100,350
MA	55,150	57,150	59,150	61,150	63,650	65,650	67,650	69,650	71,650	73,650	75,650	77,650	79,900	82,150	85,150	88,150	90,150	94,150	98,350
BA+16	52,650	54,650	56,650	58,650	60,650	62,650	64,650	66,650	68,650	70,650	72,650	74,650	76,650	78,650	81,650	83,650	86,650	88,650	90,850
BA	51,400	53,400	54,400	56,400	58,400	60,400	62,400	64,400	66,400	68,400	70,400	72,400	74,400	76,400	79,400	81,400	84,400	86,400	88,400
	↤	7	m	4	5	9	7	∞	6	10	11	12	13	14	15	16	17	18	19

## SCHEDULE A

- 1. <u>Board Paid Benefits:</u> A full-time employee (30 or more hours a week) is entitled to the following benefits paid by the Board less employee health insurance contributions for the total cost of insurance coverage which shall be consistent with the charts set forth under Chapter 78, at Tier/Level 3.
  - NJ State Health Benefits/MMRX or equivalent program

Benefits Waiver:

Teachers who waive their right to elect medical coverage offered by the Emerson Board of Education will receive the following payments or other amount as prescribed by law:

Single Category	\$4,000
Parent & Child	\$5,000
Family	\$5,000
Member & Spouse	\$5,000

Payment will be made in two prorated installments (December & June) upon receipt of properly submitted vouchers.. Employees may re-enroll unconditionally July 1st of the subsequent school year provided notice is submitted to the Board of Education by November 30th of the preceding school year. Employees may re-enroll immediately if employee submits proof of a life status change (i.e., loss of job, death, disability of spouse, divorce, activation of full-time military status, etc.). Participation in waiver program shall comply with all rules promulgated by the New Jersey legislature, State Health Benefits Program (or current medical carrier), IRS Code, and/or HIPPA.

Payments shall be prorated based on eligible enrollment date for newly hired employees who elect benefits waiver.

- Dental Plan Full Family
  - o \$50/150 deductible (waived for Preventative & DiagnosticP &D)
  - o Calendar year maximum \$1,250
  - o Prosthodontic services 50%
- In accordance with P.L. 2011, Chapter 78, a flexible spending account will be established.

#### 2. Longevity

A. All teachers on the teachers' salary guide, will collect longevity payments in accordance with the salary schedule listed below.

Years of	Longevity
<u>Service</u>	<u>Amount</u>
5-9	500
10-14	1500
15-19	2000
20-24	2250
25+	2500

Years of service calculated by rounding down partial years.

- B. Top Step Longevity all teachers on Step 19 in the previous years' contract/guide shall receive an additional \$1000 of their previous year's top step longevity.
- 3. Teachers who have not moved to the MA column of the salary guide by June 30, 2001 shall not move beyond BA+16 unless they hold a Masters Degree, earned from an accredited college or university, in education or in a field related to the subject or grade level they are assigned to teach.

#### 4. Summer Curriculum Work

At the discretion of the administration, compensation may be substituted with release time. Teachers employed outside of scheduled work hours (nights, weekends, summer, etc.) for curriculum development and review shall be paid at the rate of \$800 \$700 per completed full year curriculum. Teachers employed during the summer for activities other than curriculum writing shall be paid at the rate of \$30 per hour. Teachers employed during the summer and performing their normal duties will be paid as per Schedule A, prorated as follows: salary/divided by 200 (= daily rate)/divided by 7 (= hourly rate).

- 5. Six (6) approved <u>inservice credits</u> may be applied as part of the required credits between the BA column and the BA+16 column and an additional six (6) approved inservice credits may be applied as part of the required credits between the MA column and the MA+64 column. In the latter case, the 6 approved inservice credits may be distributed between the intermediate step in any manner chosen by the teacher.
- 6. <u>Home instruction</u> will be based on the following criteria:

Salary/divided by 200 (= daily rate) /divided by 7 (= hourly rate)

A minimum hourly rate of \$35 will be in place and the maximum hourly rate, under terms of this agreement, is not to exceed \$63.

Sched'a'

#### PROPOSED SCHEDULE B EMERSON BOARD OF EDUCATION NON-ATHLETIC EXTRA DUTIES SALARY GUIDE 2022 - 2025

CLASS ADVISORS	2022 - 2025
6TH & 7TH GRADE 8TH GRADE	2,111 3,884
9TH GRADE	2,111
10TH GRADE 11TH GRADE	2,111 3,884
12TH GRADE	3,997
ACADEMIC COORDINATOR ADVISORY FACILITATOR	1,250 1,250
INSTRUCTIONAL COACH	1,250
NATIONAL HONOR SOCIETY ADVISOR	2,881
NATIONAL ART HONOR SOCIETY ADVISOR	2,000
JR-SR HIGH SCHOOL DETENTION MONITOR	3,243
STUDENT COUNCIL ADVISOR	3,121
YEARBOOK ADVISOR	5,989
NEWSPAPER ADVISOR	2,601
ASST. NEWSPAPER ADVISOR	2,081
MARCHING BAND	
DIRECTOR ASS'T MARCHING BAND COORDINATOR	6,794 2,760
DRUM LINE COORDINATOR COLOR GUARD INSTRUCTOR	2,208 1,689
BUS DUTY ELEMENTARY SCHOOLS	3,300
STUDENT CONGRESS - ELEMENTARY	2,252
SAFETY PATROL - ELEMENTARY	1,802
PRODUCTIONS - MUSICAL/NON-MUSICAL MANAGER/DIRECTOR	c 705
CO-DIRECTOR/CHOREOGRAPHER/COSTUME/MAKE-UP	6,795 4,392
SET PAINTING/PROPS TICKET SALES/MARKETING/PR	1,914 676
SET CONSTRUCTION LIGHTING	1,914 676
MUSICAL DIRECTOR PLAYBILL COORDINATOR	2,666 676
ELEMENTARY PLAY DIRECTOR	1,238
MIDDLE SCHOOL PLAY DIRECTOR MIDDLE SCHOOL PLAY CO-DIRECTOR	1,577 1,577
MIDDLE SCHOOL NEWSPAPER ADVISOR MIDDLE SCHOOL JAZZ BAND DIRECTOR	1,193 1,561
HS JAZZ BAND DIRECTOR MS SELECT CHOIR DIRECTOR	1,561 1,561
ELEMENTARY CHORUS	1,500
CIT COORDINATOR CIT ADVISORS	564 788
WEIGHT ROOM SUPERVISOR FALL WEIGHT ROOM SUPERVISOR WINTER	1,528 1,528
WEIGHT ROOM SUPERVISOR SPRING WEIGHT ROOM SUPERVISOR SUMMER	1,528
WEB BLAST	1,528 845
PLAYGROUND/LUNCH DUTY	2,500
VILLANO/MIDDLE SCHOOL/HS AD-HOC CLUB ADVISOR	788
KEY CLUB ADVISOR	2,881
FALL COFFEE HOUSE ADVISOR	531
SPRING COFFEE HOUSE ADVISOR/TALENT SHOW ADVISOR	531
ODYSSEY OF THE MIND	3,714
ROBOTICS CLUB ADVISOR	5,202
CULINARY CLUB	780
AUTISM AWARENESS CLUB	780
BUILDERS CLUB	780
MS CODING CLUB	780
SKI CLUB ADVISOR	1,560
DECA COORDINATOR	2,881
AV/TECH CLUB ADVISOR	1,561
DEBATE CLUB: VARSITY, JV AND/OR MIDDLE SCHOOL	2,500
	2,000

# - SCHEDULE B - EMERSON BOARD OF EDUCATION

#### ATHLETIC EXTRA DUTIES SALARY GUIDE 2022 - 2025

		Head Coach		Assistant Coach
		2022 - 2025		2022 - 2025
	STEP		STEP	
FOOTBALL	1	9,101	1	4,855
	2	9,790	2	5,543
	3	11,017	3	6,263
BASKETBALL	1	8,208	1	4,483
	2	8,898	2	5,169
	3	9,202	3	5,862
WRESTLING	1	8,208	1	4,483
	2	8,898	2	5,169
	3	9,202	3	5,862
BASEBALL	1	7,756	1	4,189
	2	8,451	2	4,529
	3	8,953	3	5,604
TRACK	1	7,695	1	4,189
TOTOR	2	8,391	2	4,529
	3	8,892	3	5,604
COSTRAL	4	7,756	1	4,189
SOFTBALL	1	8,451	2	4,529
	2 3	8,953	3	5,604
	3	6,900	3	3,004
SPRING TENNIS	1	5,977	1	3,071
	2	6,400	2	3,835
	3	6,939	3	4,435
FALL TENNIS	1	5,977	1	3,071
	2	6,400	2	3,729
	3	6,939	3	4,435
VOLLEYBALL	1	6,033	1	3,217
	2	6,563	2	3,874
	3	7,102	3	4,579
CROSS COUNTRY	1	5,163	1	2,689
	2	5,690	2	3,347
	3	6,231	3	4,052
SOCCER	1	6,142	1	3,246
	2	6,672	2	3,903
	3	7,211	3	4,610
LACROSSE	1	6,142	1	3,246
	2	6,672	2	3,903
	3	7,211	3	4,610
CHEERLEADING	1	3,735	1	1,866
	2	3,865	2	1,998
	3	4,062	3	2,130
CHEER COMPETITION	1	2,110		
and a series of the series of	2	2,240		
	3	2,371		
WINTER TRACK	3	5,044		

Middle School Coaches shall be paid 4/5 (four-fifths) of Assistant Coaches' Salary. B-2

#### ADDITIONS TO SCHEDULE 'B'

## A. Athletic:

- 1. If an Assistant Coach has experience in any sport, his/her district earned seniority will be honored on guide for any other sport he/she coaches in district.
- The salary for Track Coordinator is arrived at by adding one half of a Step 1 Assistant Coach's salary listed in the first year of the guide to a regular Head Coach's salary. While the Head Coach's salary continues to reflect the yearly increases down and across the guide, the Assistant Coach's portion remains constant for the life of current negotiated agreement. If no Coordinator's position exists, there will be a Head Coach each for both Boys and Girls track.
- 3. Head Assistant Track Coach will receive \$100 above the regular guide.

## B. <u>Non-Athletic</u>:

- 1. Assigned chaperones, (i.e. dances, plays, concerts, Met Opera and Acadeca Judges) shall be paid at the rate of \$65 per event. Chaperones who attend overnight class trips (i.e. Washington D.C., Camp Bernie, and Boston) other than the advisor(s) for that trip shall be paid \$130 per night. Teachers or supervisors chaperoning overnight team, club, or middle college trips will not be compensated.
- 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.
- 3. All paid positions in support of various school functions and sporting events shall be offered to full time district employees first. The offer must be made district wide by the Athletic Director. If any positions remain unfilled, they may be offered to part-time employees.
- 4. The position of the parties as to which activities are voluntary is not altered by this agreement.