

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, LIBRARIANS, NURSES, GUIDANCE COUNSELORS, READING AND SPEECH/LANGUAGE SPECIALISTS, PSYCHOLOGISTS, LEARNING DISABILITIES/TEACHER CONSULTANTS, SOCIAL WORKERS, SUPPLEMENTAL, TITLE I, TALENTED AND GIFTED, COMPENSATORY INSTRUCTOR, 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

Wherever the term "teacher" is used, it includes classroom teachers, librarians, nurses, guidance counselors, reading and speech/language specialists, psychologists, learning disabilities/teacher consultants, social workers, supplemental, Title I, talented and gifted, compensatory instructor, ESL, or other certified specialists.

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.
- C.** Any change in the master schedule at the Junior/Senior HighSchool that occurs during the duration of this contract, and which affects the terms and conditions defined in this contract, shall cause negotiations for this agreement to be reopened. The scope of these negotiations shall be limited to the terms and conditions of the negotiated agreement and related financial compensation issues contained in said contract agreement.

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.

ARTICLE III (*Continued*)

- 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.** In the event teachers must be laid off, said layoff will be made on the basis of district-wide seniority in the field of certification. Standard certification shall be given priority over any sub-standard certification in the event of layoffs.
- I.** Seniority for the purpose of this Article concerning reduction in force shall be defined as continuous employment time, including sabbatical leave, in the Emerson School System.
- J.** 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.
- K.** 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 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 which is in the public domain.
- F.** 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.

ARTICLE IV (Continued)

- 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 Schedule A 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 direct deposit of monthly salary into a designated account at one of the Board approved banking institutions.
 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. Secondary School - Salary based upon teaching assignments and non-teaching assignments.

<u>Teaching</u>	<u>Salary</u>
1 class assignment	1/8
2 class assignment	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).

ARTICLE VI (*Continued*)

- 3.** Part-time teachers who are tenured prior to September 1, 1995, and full-time teachers who are tenured prior to September 1, 1995 and subsequently reduced to part time, shall be paid for time committed to the district. 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.
- D.** Teachers authorized and/or required to use their automobiles will be reimbursed as per current IRS mileage allowance.

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, an 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/her 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),

ARTICLE VII (*Continued*)

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.

E. Application for Sabbatical Leave

All applications for sabbatical leave must be submitted to the Superintendent of Schools with a copy to the building principal, in writing, and must contain a statement supporting the applicant's purpose for the sabbatical leave request. All such applications must be submitted by November 15th for the following school year.

F. Review and Approval Procedures

All timely applications of eligible professional employees for sabbatical leave will be reviewed by the Superintendent of Schools. The Superintendent 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 a 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 by February 15th.

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 the employee would have received if teaching, except that a professional employee on a full-year sabbatical shall not be entitled to accumulate sick leave during such period.
3. The professional employee on sabbatical leave shall be considered to be an active employee of the Emerson Board of Education and thus subject to all

ARTICLE VII (*Continued*)

reasonable rules and regulations which would apply to active employees, including any such rules and regulations established by the Superintendent of Schools and approved by the Board governing the employee on sabbatical leave 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 return to active service within the system, a professional employee shall file a complete report with the Superintendent of Schools and give a report to the Board of Education covering the 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 on the salary guide and shall accrue seniority which the employee would have had if the employee had remained actively working in the system during the sabbatical leave period. The employee shall also be entitled to an adjustment on the horizontal level of the salary guide where appropriate.

3. Teachers returning from sabbatical leave should continue to serve the Emerson school district for at least one (1) additional year.

I. Remuneration

A professional employee on sabbatical leave shall be entitled to seventy (70) percent of the compensation the employee would have received had the 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.** 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.

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.

- 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.

- 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 responsibilities 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.
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.

ARTICLE VIII (*Continued*)

- 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 IX

- LEAVES OF ABSENCE -

A. Temporary Leaves of Absence

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

a. Personal - Four (4) days leave for personal, legal business, household or family matters, and religious holidays which require absence during school hours. Notification shall be made to the Superintendent through the Principal at least five (5) days prior before such leave is to start (except in the case of emergencies). The reason(s) for personal day leave shall be stated at the time the request is made.

Any teacher who seeks personal leave on the day preceding or immediately following a holiday, extended weekend, or vacation period as delineated on the approved Board of Education calendar shall make application only to the Superintendent, stating good cause and reason for the requested absence. The Superintendent shall review each request and either approve, reject, or modify the application at his/her discretion. Request for this absence shall be made at least five (5) work days prior to the day requested (except in the case of an emergency). Determination shall be rendered by the Superintendent not less than two (2) work days prior to the start of the requested leave.

b. 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. Teachers attending workshops or conferences shall submit a written summary report to the principal within five (5) days of their return.

c. Legal Proceedings - 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.

ARTICLE IX (*Continued*)

d. Deaths in Family - A minimum of three (3) consecutive days in the event of the death of a teacher's spouse, child, or parent. The duration of this leave shall be left to the reasonable discretion of the Superintendent of Schools.

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

B. Extended Leave of Absence

1. 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.

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

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 semester. Said teacher shall give written notice to the Superintendent of his/her intention to return to the teaching staff by April 1st.

4. Other Leaves of Absence - Other leaves of absence without pay may be granted at the discretion of the Board of Education.

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 1st. A staff member returning from extended leave of absence shall

ARTICLE IX (*Continued*)

be placed on the step he/she was on when he/she left, if said leave started prior to February 1st.

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 X

- 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.

ARTICLE X (*Continued*)

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 XI

-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.

ARTICLE XI (Continued)

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.
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 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.

ARTICLE XI (Continued)

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

ARTICLE XI (Continued)

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

ARTICLE XI (Continued)

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 XII

-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. 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 XIII

-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.

Consistent with N.J.A.C. - 6:3-1.19, formal yearly evaluations shall be performed for non-tenured teachers.

Consistent with N.J.A.C. - 6:3-1.19, formal yearly evaluations shall be performed for tenured teachers. Tenured teachers shall be observed at least once each year for a full class period at the secondary level or for a full subject period at the elementary level. Evaluations shall be performed only by properly certified personnel. After a formal observation, supervisors shall make every effort to provide teachers with a written observation report and a conference within five (5) school days. All such conferences and written observations, however, shall be provided no later than ten (10) school days after the observation (unless necessitated by the illness or absence of either party). If the written observation contains any ratings of "unsatisfactory," the conference and written observation shall be provided no later than five (5) school days after the observation (unless necessitated by the illness or absence of either party).

Should the written observation report contain deficiencies, the observer shall also include suggestions for improvement.

ARTICLE XIV

- 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 XV

- CLASS COVERAGE -

In the Junior-Senior High School, teachers losing a professional period or supervisory period on a block day in order to cover a class will be paid at a rate of \$28 per class. Teachers will not be asked to cover a class on block days in which they are already teaching for three block periods. Coverages on a regular day (eg. 8 period day) will be compensated at \$15 per class coverage after the first four coverages when the coverage results in a loss of a professional period. Coverages on regular (8 period) days in which a teacher is pulled from a supervisory duty will not be compensated.

In the elementary schools, teachers covering a class due to the unavailability of a specialist who would normally meet the class, shall be paid at a rate of \$15 per class coverage after the first four coverages.

ARTICLE XVI

- SCHEDULING -

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.

Additionally, if the school is using a "block schedule", the following shall apply: Teachers who are assigned to six (6) teaching assignments that consist of a combination of resource center or regular education classes and in-class support and who have fewer than three in-class support classes shall be required to remain in the in-class support class(es) for one half of the 87 minute block. The schedule for the in-class support shall be arranged between the regular education teacher and the in-class support teacher and reported to the building principal. Teachers assigned to a combination of six (6) resource center or regular education classes and in-class support classes shall be assigned to be "on-call" for no more than 42 minutes on either B or C day of the block schedule and shall not be assigned to any other supervisory duties. If a teacher is assigned to teach a class during the Activity Period, it shall count as one of his/her teaching assignments. Science teachers who have additional lab periods shall be assigned a maximum of four (4) teaching assignments. Consecutive student contact time shall not exceed the existing number of minutes as specified in the EEA/Board agreement when viewed over the three (3) day rotating block schedule.

Any individuals who are assigned to a sixth teaching assignment will be notified by June 15th of the preceding school year. Teachers who have teaching responsibilities in the Junior-Senior High School and the elementary school shall be limited to six (6) teaching assignments.

2. Elementary school special area subject teachers are those teachers who teach in the following subject areas: Art, Music, Physical Education, Library and Media Specialists, Speech and Computer Instruction, English as a Second Language, Gifted & Talented, and Basic Skills.

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

ARTICLE XVI (Continued)

shall be defined as commencing at 8:40 a.m. and concluding at 3:10 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.
 - c. There shall be no duties or non-instructional assignments assigned.
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 10th. The elementary tentative master schedule shall include the schedules for the librarian, vocal music teacher, art teacher, computer teacher, and physical education teacher.

By August 15th, 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 shall be given to the EEA by September 1st. The clock for grievances on issues pertaining to the master schedule shall begin on the September 1st.

5. At the Junior-Senior High School, all nurses, librarians, and guidance counselors shall commence the school day at the same time as teachers and be on duty for one hour beyond the time of student dismissal unless otherwise instructed by the school principal.

ARTICLE XVI (Continued)

- 6.** Each teacher 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. Parent conferences at the elementary schools shall be held one afternoon and one evening, not on the same day, 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.

ARTICLE XVII

- DURATION OF AGREEMENT -

This Agreement shall be effective as of July 1, 2004, and shall continue up to and including June 30, 2007. It is understood and agreed that Schedules A and B, attached hereto on the date hereof, pertain to the school years commencing July 1, 2004 and ending June 30, 2007.

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

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

ARTICLE XVIII

- 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 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 1st.

Delayed approval caused by late submission of transcripts or verifying documents shall be retroactive to September 1st of the school year the transcripts or verifying documents were received.

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/her designee.
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 15th of year in which the benefits are continued, the second payment must be made by January 30th of the year in which the benefits are continued.

ARTICLE XIX

- 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)

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

ARTICLE XIX (Continued)

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 1994-95 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	Notification Date
1. Single payment upon retirement	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. Divided equally over the last 3 yrs. of retirement but not in salary.	3 yrs. before retirement

ARTICLE XIX (*Continued*)

3. Divided equally over 3 yrs. after Year of retirement
 employment terminates
4. Any other method mutually acceptable
 to the employee and the Board

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.

tchr04/07

ADDITIONS TO SCHEDULE A -

1. Board Paid Benefits:

- 100% Blue Cross/Blue Shield, Rider J, Major Medical - Full Family
- 100% Dental Plan - Full Family
- \$10/15 Prescription Plan - Full Family [Teachers who decline prescription benefits will receive 30% of the cost of the premium for the appropriate prescription plan. Payment will be made to the employee in June of the year in which the plan was declined.]
- Flex Plan - The Board shall offer a voluntary health care reimbursement account and/or dependent care reimbursement account as provided in a Section 125 Plan. Employees would be allowed to make pre-tax contributions to these accounts. Any administrative fee for the plan shall be paid by the employee.

Board of Education sponsorship of this plan is contingent upon a minimum districtwide participation of 20 employees by the end of the 05-06 school year.

2. Longevity

Beginning September 1, 2004, \$60 shall be added to the salaries set forth in Schedule A for each year of teaching beginning with year 11, providing that the employee has completed 10 years of satisfactory service in the district. For teachers who remain in the "bubble" (teachers who have moved off guide but who are not at "max"), longevity payments shall show as part of their regular salary. Salary increases, however, shall be calculated based on the prior year's salary without the longevity added.

Beginning September 1, 2005, longevity for teachers who are on the salary guide and for teachers who are off guide but not at "max" shall be calculated based on years of service in the district as follows:

- In years five to nine, \$500 will be added to the base pay.
- In years ten to fourteen, \$1,000 will be added to the base pay.
- In years fifteen and beyond, \$1,250 will be added to the base pay.

For teachers who are at "max", \$60 shall be added to the salaries set forth in Schedule A for each year of teaching beginning with year 11, providing that the employee has completed 10 years of satisfactory service in the district. For teachers who remain in the "bubble" (teachers who have moved off guide but who are not "max"), longevity payments shall show as part of their regular salary. Salary increases, however, shall be calculated based on the prior year's salary without the longevity added.

Beginning September 1, 2006, longevity for teachers who are on the salary guide and for teachers who are off guide but not at "max" shall be calculated based on years of service in the district as follows:

- In years five to nine, \$500 will be added to the base pay.
- In years ten to fourteen, \$1,000 will be added to the base pay.
- In years fifteen and beyond, \$1,500 will be added to the base pay.

For teachers who are at "max", \$60 shall be added to the salaries set forth in Schedule A for each year of teaching beginning with year 11, providing that the employee has completed 10 years of satisfactory service in the district. For teachers who remain in the "bubble" (teachers who have moved off guide but who are not "max"), longevity payments shall show as part of their regular salary. Salary increases, however, shall be calculated based on the prior year's salary without the longevity added.

3. **Stipend - Spec. Ed. State Reporting Coordinator**

2004-2005: \$1,500 **2005-2006:** \$1,500 **2006-2007::** \$ 1,500

4. The BA guide shall end at Step 14 for all employees hired after June 30, 1989.

5. The BA + 16 guide shall end at Step 16 for all employees hired after June 30, 1989.

6. Teachers who have not moved to BA32 of the salary guide by June 30, 2001 shall not move beyond Level BA32 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.

7. **Summer Curriculum Work**

Teachers employed during the summer for curriculum development and review shall be paid at the rate of \$700 per completed 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.

8. Six (6) approved in-service credits may be applied as part of the required 32 credits between the BA column and the BA+32 column and an additional six (6) approved in-service credits may be applied as part of the 32 credits between the BA+32 column and the BA+64 column. In each case, the 6 approved in-service credits may be distributed between the intermediate steps in any manner chosen by the teacher.

9. Home instruction 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, the maximum paid out during the 2000-2001 school year

- 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.
2. 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. Non-Athletic:

1. Chaperones for dances and musicals and for large group supervision shall be paid at the rate of \$65 per evening and \$25 per afternoon. Chaperones who attend overnight activities, other than the advisor(s) of that activity, shall be paid \$130 per overnight.
2. 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. The position of the parties as to which activities are voluntary is not altered by this agreement.

SCHEDULE A
2004-2005

Step	BA	BA + 16	BA + 32	BA + 48	BA + 64	DOC
1	34,500	35,500	36,500	37,500	38,500	39,500
2	36,500	37,500	38,500	39,500	40,500	41,500
3	38,500	39,500	40,500	41,500	42,500	43,500
4	40,500	41,500	42,500	43,500	44,500	45,500
5	42,500	43,500	44,500	45,500	46,500	47,500
6	44,500	45,500	46,500	47,500	48,500	49,500
7	46,500	47,500	48,500	49,500	50,500	51,500
8	48,500	49,500	50,500	51,500	52,500	53,500
9	50,500	51,500	52,500	53,500	54,500	55,500
10	52,500	53,500	54,500	55,500	56,500	57,500
11	54,500	55,500	56,500	57,500	58,500	59,500
12	56,500	57,500	58,500	59,500	60,500	61,500
13	58,500	59,500	60,500	61,500	62,500	63,500
14	60,500	61,500	62,500	63,500	64,500	65,500
15	62,500	63,500	64,500	65,500	66,500	67,500
16	64,500	65,500	66,500	67,500	68,500	69,500
17	66,500	67,500	68,500	69,500	70,500	71,500
18	68,500	69,500	70,500	71,500	72,500	73,500
off			78,659			81,000
bubble1					84,984	
bubble2			81,917		91,050	

For those teachers who were at MAX on the 2003-2004 salary guide of the EEA/Emerson BOE Agreement, salary increases are \$2,000 in 2004-2005, \$2,000 in 2005-2006, and \$2,000 in 2006-2007.