

AGREEMENT

2020-2023

THE ADMINISTRATORS ASSOCIATION
OF EMERSON

AND

THE EMERSON BOARD OF EDUCATION

COUNTY OF BERGEN
STATE OF NEW JERSEY

DATED: July 1, 2020

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-ARTICLE I-

- RECOGNITION -

The Board hereby recognizes the Administrators Association of Emerson as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all administrators in supervisory or administrative positions which require supervisory or administrative certification, namely:

Junior-Senior High School Principal
Elementary School Principal
Assistant Principal
Vice Principal
Director of Special Services
Director of Guidance
Supervisor of Instruction
Athletic Director

ARTICLE II

- NEGOTIATIONS PROCEDURES-

- A. The Board of Education agrees to enter into collective negotiations with the Administrators Association of Emerson in accordance with Chapter 123 of the Laws of the State of New Jersey.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be prepared to make proposals, consider proposals, and make counter-proposals, in the course of negotiations with the aim of reaching tentative agreements which can be carried back to their respective bodies for approval.

ARTICLE III

- ADMINISTRATORS' RIGHTS -

Administrators shall enjoy all rights granted under and by virtue of the provisions of Chapter 123 of the Laws of 1974 or under any other laws of the State of New Jersey, the United States, and the Constitution of the United States and of the State of New Jersey. They shall not be discriminated against, coerced, or reprimanded, by virtue of their exercise of such rights.

ARTICLE IV

- ASSOCIATION PRIVILEGES -

- A. Representatives of the Administrators Association of Emerson, the New Jersey Principals and Supervisors Association, the National Association of Secondary School Principals, and the National Association of Elementary Principals shall be permitted to transact official business on school property. This business shall not interfere with or interrupt normal school operations and shall require the permission of the Superintendent.
- B. The Administrators Association of Emerson and its representatives shall be permitted the use of school buildings for meetings with the approval of the Superintendent.
- C. The Administrators Association of Emerson 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 the approval of the Superintendent. The Administrators Association of Emerson shall pay for the reasonable cost of all materials and supplies incidental to such use and shall be responsible for any damage caused to such equipment or facilities as a result of such use.
- D. The Administrators Association of Emerson shall be permitted the use of the inter-school mail facilities and school mail boxes with the approval of the Superintendent.

ARTICLE V

- BOARD RIGHTS -

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

ARTICLE VI

- SALARY & BENEFITS -

1. SALARY

Salary increases for administrators/supervisors as represented by the AAE (and as included in Article I – Recognition) are noted as follows:

1. Memorial School Principal:
 - 2020/2021 - \$120,000
 - 2021/2022 - \$125,000
 - 2022/2023 - \$129,375

2. All other administrators:
 - 2020/2021 – 3.5% over 2019/2020 salary
 - 2021/2022 – 3.5% over 2020/2021 salary
 - 2022/2023 – 3.5 % over 2021/2022 salary

Clear and specific performance objectives shall be written annually in the PGP jointly by the Superintendent and the administrator and shall be approved by the Board. Successful completion of the performance objectives by the administrator shall be annually determined by the Superintendent and shall be the basis of the award of specified increments for the term of this contract.

The initial salary for any administrator/supervisor newly hired by the district during the term of this contract will be determined by the Superintendent and the Board of Education. Any newly hired administrator/supervisor, after receiving his/her initial salary, will be eligible for stated increments based on paragraph 2 above.

2. **Board Paid Benefits: 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:

Employees 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:

<input type="radio"/>	Single Category	\$4,000
<input type="radio"/>	Parent & Child	\$6,500
<input type="radio"/>	Family	\$6,500
<input type="radio"/>	Member & Spouse	\$6,500

ARTICLE VI

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.

- 100% Dental Plan - Full Family
 - \$50/150 deductible (waived for Preventative & Diagnostic P &D)
 - Calendar year maximum \$1,250
 - Prosthodontic services 50%
 - In accordance with P.O. 2011, Chapter 78, a flexible spending account will be established.
3. Any changes in the overall plans covering district employees will apply to the AAE members.
4. **Additional Compensation**

Ten month supervisors will be eligible to receive compensation on a per diem basis, based upon their current contractual salary, for a minimum of three weeks of work completed during the months of July and August. For the Supervisors of Instruction, Vice Principal and Director of Guidance, the school year is defined as September 1 to June 30.

ARTICLE VII

- SERVICE RECOGNITION -

The Emerson Board of Education will recognize dedicated administrators and supervisors upon retirement from education who have served the Emerson Public Schools for 20 or more consecutive years, at least ten of which must have been in an administrative and/or supervisory capacity.

Outstanding dedicated administrators and supervisors are those who have contributed to the broad range of educational activities, staff development, and curriculum planning which have benefited our schools and our students. Outstanding dedicated administrators and supervisors shall also have had exemplary attendance.

The calculation of service recognition allowance shall be based upon an award of:

\$400 per year for a full-time 12 mo. administrator to a maximum payment of \$12,000.

\$350 per year for a part-time 10 mo. administrator/supervisor to a maximum payment of \$10,500.

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. In any year where an administrator 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 method of payment of the service recognition allowance shall be mutually agreed upon by the Board and the administrator/supervisor once notification of intention to retire is received. Any change in plans shall necessitate repayment of the allotment received to the Board of Education in a manner mutually agreed. In the case of death of the administrator before the anticipated retirement, the administrator's estate is not liable for this repayment.

In the event of a reduction in force which occurs after the ratification of this contract and which causes an administrator/supervisor to return to a teaching post in the Emerson District, the Board of Education recognizes its responsibility to credit the years of administrator/supervisory service when developing a service recognition payment at retirement.

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.

ARTICLE VIII

- VACATION -

12 month administrators shall be entitled to 20 vacation days during the summer. At the discretion of the Superintendent, three vacation days may be utilized during the school year but 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 and no more than two days may be taken concurrently. Twelve month administrators are also entitled to all vacations included in the school calendar, except that they may be required to work 3 days when schools are closed at the discretion of the Superintendent.

Vacation days will be calculated as earning 2 days for every month school is in session. Newly hired administrators will not be entitled to payment for vacation days until they have worked 6 consecutive months.

Administrators hired prior to July 1, 2019 shall be permitted to convert up to five (5) unused vacation days into accumulated sick days. Administrators hired after July 1, 2019 shall be permitted to convert up to five (5) unused vacation days into accumulated sick days after his/her tenure date.

ARTICLE IX

- SICK LEAVE -

- A. For the duration of this contract, all Association members employed shall be entitled to sick leave as follows:
1. **Ten-Month Employment** - Association members employed on a ten-month basis shall be entitled to 11 days sick leave each year. Only 10 of those days shall be accumulative.
 2. **Twelve-Month Employment** - Association members employed on a twelve-month basis shall be entitled to 13 days sick leave each year. Only 12 of those days shall be accumulative.
- B. The Board of Education reserves the right to request a physician's certificate when an Association member is absent for more than three (3) consecutive days.
- C. Any administrator 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 X

- TEMPORARY LEAVES OF ABSENCE -

- A. Association members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:
1. Five (5) days for leave of absence for personal legal business, household or family matters and religious holidays which require absence during school hours and any other areas not covered, may be granted after application to an Administrator's superior for personal leave. Application shall be made at least five (5) days before such leave is to start (except in the case of emergencies), and the applicant for such leave shall be required to state which of the reasons mentioned above is being used for requesting leave.
 2. When it is in the best interest of the school system to have an Association member visit other schools and attend meetings or conferences which are allied with the Association member's major field of service to the system, the Board may grant such leave upon the recommendation of the Superintendent.
 3. Time necessary for appearance in any legal proceeding connected with the Association member's employment or with the school system.
 4. In the event of death of any member of the Association member's immediate family, up to 5 days bereavement leave will be granted. Should more days be needed, they may be granted by the Superintendent with Board of Education approval.
 5. Leave with pay for death of other than an immediate member of the family aunt, uncle, cousin may be granted upon approval of the Superintendent.
- B. Leaves taken pursuant to Section "A" shall be in addition to any sick leave to which the Association member is entitled.
- C. 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 administrator 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. Said administrator shall give written notice to the Superintendent of his/her intention to return to the administrative staff by February 1st.

3. Child Rearing/Family Leave -

- a. The Board may grant child rearing/family leave to any administrator upon request providing such administrator gives notice in writing to the Superintendent sixty (60) days before the commencement of said leave.
- b. Said administrator shall be granted up to eighteen (18) months leave without pay. This period of time may be extended by mutual consent.
- c. Said administrator shall give written notice to the Superintendent of his/her intention to return to the administrative staff by February 1".

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 progression table if said leave started after January 1st. 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 January 1st.

6. This article shall be consistent with NJSA 34: IIB-1 et seq., and Board Policy 3431.1, the Board of Education recognizes federal and state law concerning the Family Leave Act.

ARTICLE XI

- DEDUCTION FROM SALARY -

The Board agrees to deduct from the salaries of its Administrators dues for the Administrators Association of Emerson, the New Jersey Supervisors and Principals Association, the National Association of Secondary School Principals, and the National Association of Elementary Principals or any combination of such associations as said administrator individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with rules established by the State Department of Education.

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name, _____ Soc. Sec. No., _____

School Building _____ District, _____

TO: Disbursing Officer, Emerson Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of July 1 or January 1 next succeeding the date on which notice of withdrawal is filed I also agree that, upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current period.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

ARTICLE XI

- DEDUCTION FROM SALARY (Continued) -

I designate the Administrators Association of Emerson to receive dues and distribute according to the organizations indicated:

ADMINISTRATORS' ASSOCIATION OF EMERSON	D
NEW JERSEY PRINCIPALS AND SUPERVISORS ASSOCIATION	D
NATIONAL ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	D
NATIONAL ASSOCIATION OF ELEMENTARY PRINCIPALS	D

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

Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

The filing of notice of any Administrator's withdrawal shall be according to law.

ARTICLE XII

- GRIEVANCE PROCEDURE -

DEFINITIONS

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

The term "employee" shall mean an employee or a group of employees.

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 remedy.

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

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

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

The term "employee" shall mean those employees recognized in ARTICLE I, RECOGNITION.

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

ARTICLE XII

- GRIEVANCE PROCEDURE (Continued) -

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

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within ten (10) calendar days of the occurrence complained of, or within ten (10) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) 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.
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. 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 discuss the grievance with his/her immediate superior. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing. 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.
6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination 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 discussion;
 - c. The basis of the dissatisfaction with the determination.

ARTICLE XII

- GRIEVANCE PROCEDURE (Continued) -

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.
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 determination and shall forward a copy of said determination 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.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or in the event a determination by the Superintendent in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) days of the failure of the Superintendent to act or within ten (10) days of the determination by the Superintendent, 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, and a further statement, in writing, setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
12. If the appellant, in an appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may on its own conduct a hearing with the grievant and the grievant's representative 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.

ARTICLE XII

- GRIEVANCE PROCEDURE (Continued) -

13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, the employee's representative, if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination 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 303, Laws of 1968.

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar of such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand. 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.

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

15. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:

- a. the order, ruling, or determination complained of;
- b. the basis of the complaint;
- 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 shall be served upon 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.

16. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.

17. All employees shall be entitled to resort to the full procedure hereinabove set forth.

ARTICLE XIII

-DURATION OF AGREEMENT-

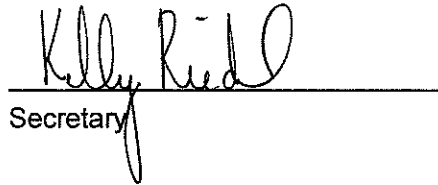
This Agreement shall be effective as of July 1, 2020 and shall continue until June 30, 2023.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

THE ADMINISTRATORS ASSOCIATION OF EMERSON

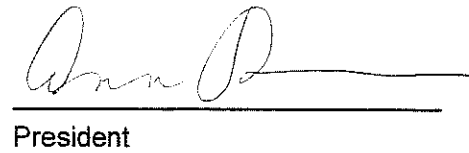


President

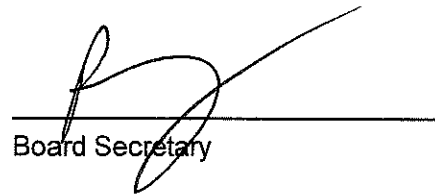


Secretary

EMERSON BOARD OF EDUCATION



President



Board Secretary