

NEGOTIATIONS AGREEMENT

2006/2007 2007/2008 2008/2009

Between The

**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CHATHAMS**

And The

ASSOCIATION OF CHATHAM TEACHERS AND SECRETARIES

PREAMBLE

PROFESSIONAL NEGOTIATIONS AGREEMENT

THIS AGREEMENT is made on the 5th day of *March 2007* between the Board of Education of the School District of the Chathams, Chatham, New Jersey, hereinafter called the "Board," and the Association of Chatham Teachers and Secretaries, hereinafter called the "Association."

I. RECOGNITION CLAUSE

- A. The Board of Education of the School District of the Chathams recognizes the Association of Chatham Teachers and Secretaries (ACTS), hereafter called the "Association" as the majority representative for full and part time certified educators, secretaries, coaches, and extra-curricular advisors. The Association is the exclusive representative for collective negotiations concerning the terms and conditions of employment of all employees whose pay is determined by the salary guides included in this contract.
- B. Unless otherwise indicated, the term employees (certified educators and secretaries) when used hereinafter in this agreement shall refer to all employees represented by the Association in the negotiated unit whose pay is determined by the salary guide(s) included in this contract. The term "certified educators" shall include all educators holding a certificate, specifically excluding administrators and supervisors. The term "secretaries" shall include all building-based secretaries, specifically excluding central office secretaries and clerks. The term part-time employees shall refer to all employees working less than a full-time schedule.

II. TERM OF CONTRACT

The term of this contract shall be from *July 1, 2006 to June 30, 2009*.

The economic provisions for the salary guides for certified educators and 10-month secretaries shall be applied as follows:

*September 1, 2006 through June 30, 2007, for the 2006-07 school year;
September 1, 2007 through June 30, 2008, for the 2007-08 school year, and
September 1, 2008 through June 30, 2009, for the 2008-09 school year.*

The economic provisions for the salary guides for 12-month secretaries shall be applied as follows:

*July 1, 2006 through June 30, 2007, for the 2006-07 school year;
July 1, 2007 through June 30, 2008, for the 2007-08 school year, and
July 1, 2008 through June 30, 2009, for the 2008-09 school year.*

It is understood that subsequent negotiations shall begin not later than the date set in accordance with Chapter 123, Public Laws 1974 prior to the expiration of this contract. This Agreement shall not be extended orally, and it is expressly understood that it shall expire at the close of business on **June 30, 2009**.

III. GENERAL

All terms and conditions of employment shall remain unchanged except as expressly modified herein.

In the event that any provision of this Agreement shall be determined to be in conflict with State Statutes, all other provisions of this Agreement will continue in effect.

The parties hereto agree that the items listed herein shall not be considered to establish the scope of negotiable items for any future contracts, and the parties agree that future contracts shall be negotiated within the spirit and intent of Chapter 123 of the Public Laws of New Jersey, 1974.

IV. PROFESSIONAL GROWTH

A. Course Subsidy Plan

The Board of Education encourages employees to maintain and expand proficiency in their chosen fields by participating in courses offered at fully accredited (according to New Jersey State Department of Education) colleges and universities. With the exception of online courses, employees must attend classes to receive credit. Accordingly, the Board of Education will reimburse tuition for each course, subject to the following provisions and eligibility requirements.

B. Eligibility

Full-time certified educators, matriculated in a program leading to, but not limited to a masters degree, second masters degree, doctorate or certificated program and secretaries are eligible for reimbursement for a percentage of actual tuition for one course each semester; the tuition is capped at the Rutgers rate. Full-time certified educators, not matriculated in a program, are eligible for reimbursement for a percentage of tuition for one course each semester at 80% of the Rutgers rate or 80% of the actual cost of tuition, whichever is less.

Part-time employees are eligible for tuition reimbursement on a prorated basis. The percentage of reimbursement will be determined using the same criteria as that for a full-time employee, but multiplied by their percentage of full-time employment as stated in their contract at the time of course approval (e.g. half-time employees are eligible for 50% of the reimbursement rate of a full-time employee; 0.2 employees for 20% of the reimbursement rate, etc.) Credit maximums noted will apply.

On line courses must be approved by the Assistant Superintendent and are limited to one per year.

The following credit maximums for reimbursement apply from July 1 through June 30 and are effective beginning July 1, 2007:

First Year Employees:	0 Credits
Second Year Employees:	6 Credits
Third Year Employees and Tenured Employees:	9 Credits

Third year and tenured employees may have up to 12 credits per year applied to movement on the salary guide, but courses beyond a total of 9 credits will not be eligible for reimbursement. (Any employee, full or part time, hired before February 1st is eligible for the credit maximums as stated above.)

C. Criteria

1. **Certified Educators:** Only courses which meet the criteria listed below will be reimbursed by the Board of Education:

- (a) Course is not required by the State for certification in the position held by the certified educator.
- (b) Course is related to improvement in the certified educator's value to the school system.

- (1) Course is in subject field or area in which certified educator is presently employed, or
- (2) Course is in subject field or area in which the school district believes the certified educator may later serve the district advantageously.

2. **Secretaries:**

- (a) Job-related courses need the approval of the secretary's immediate supervisor and the Assistant Superintendent prior to registration.

D. Overall Tuition Cap: The Board's maximum liability for tuition reimbursement in each year of this Agreement shall be as follows:

2006-2007	\$125,000
2007-2008	\$125,000
2008-2009	\$140,000

E. Reimbursement

All certified educators and secretaries must gain pre-approval for any courses to be applied to movement on the salary guide, regardless of the expectation for reimbursement.

1. **Course Approval**

To gain pre-approval, all courses must be approved by the principal or supervisor and submitted to the Assistant Superintendent no later than:

Summer/June Intersession	April 9
Fall	May 10
Spring	November 1

No courses can be approved for tuition reimbursement or movement on the salary guide after these dates.

2. **Submission of Transcripts**

For tuition reimbursement, all paperwork (including transcripts), must be submitted to Central Office no later than:

June Intersession/Summer	October 31
Fall	April 2
Spring	July 31

If paperwork (including transcripts) is not submitted by the appropriate date, reimbursement will not be provided. Reimbursement for successfully completed courses will be made no later than forty-five (45) days from these dates. A detailed explanation of the formula for calculating reimbursement is included in Appendix D.

The Administration will notify the Association's President at the end of each reimbursement period of the status of the tuition cap. If any of the allotted tuition reimbursement annual total remains at the end of the year, it will be divided equally amongst staff members, previously reimbursed, to a maximum of the cost of the course.

V. **CONTINUING EDUCATION**

The Board shall provide in service improvement programs for certified educators.

There shall be a joint Professional Development Committee of two (2) administrators designated by the superintendent, and four (4) certified educators elected/appointed by the Association. The committee shall review the state and county requirements concerning Continuing Education and develop the local plan for compliance.

VI. LEAVES

A. Sabbatical

A sabbatical leave granted under the terms of this Article will be for a term not to exceed one school year unless extended by written agreement.

This provision pertains to full-time certified educators.

It is the intent of the Board to grant sabbatical leaves to qualified applicants who meet the specified criteria. Insofar as possible, the leaves will be proportionately divided among the various grade groupings and schools.

1. Eligibility and Qualifications

- (a) The applicant must have completed five (5) or more years of continuous employment in the District.

An application for sabbatical leave (the “Application”) must be filed with the Office of the Superintendent no later than February 1 of the year prior to that in which the leave is to take place. Upon approval by the Superintendent, the application will be forwarded to the Board of Education for action on the Superintendent’s recommendation.

- (b) Subsequent sabbatical leaves may be authorized only after eligibility has been re-established by an additional five (5) consecutive years of service as an employee of the District.

2. Purposes of Sabbatical Leave

Sabbatical leave is granted to certified educators to permit them to improve their ability to render educational service to the district. Such improvement is usually achieved by formal study, research and/or writing, and travel.

3. Application for Sabbatical Leave

The following information shall be presented in application for consideration by the Superintendent of Schools and the Board of Education:

- (a) Formal study: Description of the course of study at an accredited college/university which will aid in improving the educational services to the District rendered by the educator.
- (b) Research and/or Writing: Description of the project, its appropriateness for professional improvement, and the ways in which it will aid in improving the educational services to the district rendered by the educator.
- (c) Travel: a plan, including the proposed itinerary, shall be submitted stating the professional objectives which are sought through such travel.
- (d) Other reasons: a plan will be submitted stating the professional objectives of the applicant to be afforded by such leave.

4. Application Status

The Superintendent will give notice to the applicant of the acceptance or rejection of his or her application within thirty (30) days after February 1st. If the application is denied by the Superintendent or the Board, the notice must include a detailed explanation of why the application was denied.

5. Selection

The most important criterion for determining the granting of a sabbatical leave is whether or not the leave is likely to improve the quality of teaching and/or other professional services to the District.

- (a) Upon receipt of all such applications, the Superintendent will consider them for recommendation based on the following factors:
 - i. Purpose of Leave.
 - ii. Professional growth of certified educators.
 - iii. Potential benefit to the school system.
 - iv. Compliance with all regulations pertaining to the leave.
- (b) A sabbatical leave, once granted, may not be terminated before the date of expiration, except as otherwise provided herein, or otherwise agreed upon by the applicant and the Board of Education.

6. Conditions of Sabbatical Leave

- (a) The applicant will enter into a contract to continue in the service of the District for a period of at least two (2) years following the expiration of the sabbatical leave. Upon failure to comply with the two (2) year service clause, the certified educator will repay to the District a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two subsequent years bears to the two full years. Exceptions to this condition will be made in the case of a certified educator who has become incapacitated, or who has been discharged, or who has been reduced in force, or who has been released from this obligation for good and sufficient reason by the Board of Education.
- (b) Sabbatical leaves will be granted at no net increase in cost to the District. Other specifics follow:

- (i) Regular monthly deductions will be made from salary payments, including certified educators' pension fund and other legally required and/or certified educator authorized deductions.
 - (ii) Payment of salary to certified educators on sabbatical leave will be made in accordance with the provisions of the agreement regarding payment of salary to other certified educators. The certified educator on leave shall be responsible for keeping the Office of the Board Secretary informed of his or her address.
 - (iii) Anyone on such leave shall be considered as in the employ of the district, and time thus spent will count as regular service toward retirement, seniority, and consideration of salary. Such leave of absence will be without prejudice to the certified educator's tenure rights.
 - (iv) Certified educators on such leave for the purpose of formal study will be reimbursed for tuition subject to the provisions of this Agreement which customarily regulates this benefit.
 - (v) During sabbatical leave, policies relating to sick leave, absences, absence for personal reasons, death, etc. will not apply except that accumulated sick leave benefits will be maintained during such leave and will become available to the certified educator together with the annual provisions of this contract upon his or her return to the district.
- (c) An interim report will be filed by the certified educator at the midpoint of the period for which the leave was granted. This report should contain sufficient information for the Superintendent to determine that the objectives of the leave are being realized.
 - (d) A final report of the activities and results of the leave will be filed with the Superintendent within thirty (30) days of the termination date of the leave. This report will then be transmitted by the Superintendent to the Board of Education.

7. Length of Sabbatical Leave/Termination of Sabbatical Leave

- (a) Sabbatical leaves may terminate under the following conditions:
 - (1) Interruption of the leave caused by serious accident, illness, or disability. This shall not prejudice the Board of Education regarding the fulfillment of the conditions on which the leave was granted, and will not afterward affect the amount of compensation paid to the certified educator provided:
 - i. Evidence of the accident, illness, or disability is provided to the Superintendent and the Board of Education within thirty (30) days.
 - ii. Under those circumstances, the certified educator so prevented from completing the terms of his/her sabbatical leave will have the option, upon approval by the Superintendent, of changing the terms of his or her leave to those covered by the disability provisions of this Agreement.
- (b) If the Superintendent is convinced that a certified educator is not fulfilling the purpose for which a sabbatical leave was granted, or that said certified educator has violated any of the conditions of the leave, he may report this situation to the Board of Education. If there is evidence of violation, or non-performance on the part of the certified educator, the said certified educator will be given a hearing. If, during that hearing, it is determined that said certified educator has indeed violated the terms of this provision, the Board of Education may terminate the leave, as of the date of its abuse. The certified educator will return to assigned duties at the earliest possible date following termination of the leave.

8. Return from Sabbatical

At the end of the sabbatical leave, the certified educator will return to active duty, subject to the following

considerations:

- (a) A certified educator who has been on sabbatical leave will notify the Superintendent of his or her intention to return on or before April 30 of the school year or sixty (60) days prior to return from leave, whichever is earlier.
- (b) At the expiration of the sabbatical leave, the certified educator will be returned to the position held at the time such leave was granted unless he or she agrees otherwise, or unless conditions arose during the term of the sabbatical leave which would have resulted in a change of position of said certified educator had he or she remained in active service.

B. Other Professional Leaves

A leave of absence for professional reasons, other than a Sabbatical Leave, may be granted for a period of time appropriate to the purpose of the leave. The conditions applicable to such leave will be the same as the conditions of a Sabbatical Leave unless otherwise stated in the approved application. The criteria for the granting of such leaves will be those outlined in “VI. Leaves” of this document. A subsequent "other" professional leave may be granted, if appropriate, in less than an additional five (5) consecutive years of service, subject to all conditions noted above.

C. Illness

Sick leave is hereby defined to mean the absence from school duty of any employee because of personal disability due to illness or injury, or because of a medically-ordered quarantine in the staff member's household.

1. Annual Allowance

- (a) Certified Educators: 15 Days
- (b) Secretaries:
 - i. Ten Month Secretaries 10 Days

ii. Twelve Month Secretaries 12 Days

(c) Part-time employees are entitled to sick days prorated according to their work schedule.

Any unused portion of the yearly allowance for a given employee (but not more than ten days for certified educators and 10-month secretaries, and twelve days for 12-month secretaries) shall be cumulative.

An employee who is absent from school for more than fifteen (15) days in any school year on account of disability caused by illness or injury shall receive the benefit of cumulative sick leave allowance as herein defined.

Definition: Cumulative sick leave allowance is the sum of all unused portions of the employee's annual allowance for illness computed at the rate of not more than ten (10) days per year for certified educators and 10-month secretaries, and twelve (12) days per year for 12-month secretaries.

After speaking with the employee, and for reasonable cause, an administrator may require satisfactory medical verification for personal and family illness days. This verification shall in no way infringe upon the employee's right to privacy.

The Board will recognize employees who do not use any of their allotted annual allowance of personal illness days with an incentive valued at a maximum of \$150.

The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.

(a) An employee who leaves the system loses his/her benefits under the cumulative sick leave plan.

(b) An employee is rendering consecutive service as long as he/she or the Board of Education does not officially terminate his/her contract. A leave of absence, as granted by the Board, does not constitute an interruption of service. Sick leave, however, shall not be permitted to accumulate during the period an employee is on such leave of absence.

2. Family Illness Leave

For absence due to serious illness of any relative in the employee's immediate family, or a relative for whom one is responsible, full pay for not more than five (5) days in each school year will be paid to the employee. Immediate family shall be considered to be father, mother, spouse, child, brother, sister, or any relative residing in the immediate household.

For certified educators, unused family illness days will accumulate into a certified educator's personal fund, at the rate of five (5) days annually. A maximum of twenty-nine (29) unused family illness days can accumulate in this fund, which will be applied to their Health & Hardship Leaves only. These days do not apply to severance pay.

For secretaries, unused family illness days will accumulate into a secretary's personal fund, at the rate of five (5) days annually. A maximum of fifteen (15) unused family illness days can accumulate in this fund, which will be applied to their Health & Hardship Leaves only. These days do not apply to severance pay.

3. Documentation

The Board will provide annual written documentation to each certified educator and secretary for accumulated sick days and personal days. The Board will also provide annual written documentation to each certified educator and secretary for accumulated family illness days.

D. Severance/Retirement

Severance pay shall be granted to employees who have been continuously employed in the district for twenty (20) years or more.

In the event that an employee dies while in the service of the School District of the Chathams, his/her unused sick days will be reimbursed at the specified rate in the name of his/her designated beneficiary.

1. Certified Educators

- (a) Full-time certified educators shall receive payment for each day of accrued sick and personal days. The rate of remuneration shall be one-fourth (1/4) per diem pay based on the certified educator's final year salary, including longevity, as follows:
- Full-time certified educators employed prior to September 1, 1995, shall receive up to a maximum of \$12,500.
 - Full-time certified educators employed on or after September 1, 1995, shall receive up to a maximum of \$6,250.
- (b) Part-time certified educators shall receive payment for each day of accrued sick and personal days. The rate of remuneration shall be one-fourth (1/4) per diem based on the certified educator's final year salary, including longevity, up to \$3,125.
- (c) Certified educators will have up to three paid unused personal days which can accumulate for severance purposes.
- (d) Any certified educator who is reduced in force will be reimbursed for all unused sick leave at the same rate noted above.
- (e) Retirement: The Board and Association agree that the best interest of students will be served when retirements occur at the end of the school year. In such cases, when an end-of-year retirement is not possible, then in the interest of maintaining educational continuity, it is expected that certified educators who plan to retire mid-year will give notice of such retirement by the end of the preceding June.

To receive severance payment upon retirement certified educators must retire on July 1st and notify the Superintendent by the preceding February 1st. Late notification will preclude the employee from deferring the severance payment into the next calendar year. The Board will consider, on an individual basis, extraordinary or extenuating circumstances which prevent a certified educator from complying with either or both of the dates noted above. If the School District of the Chathams

adopts an Early Retirement Incentive Program offered by the State of New Jersey, no delay penalty will apply.

2. Secretaries

- (a) Full-time secretaries shall receive payment for accrued sick and personal business days. The rate of remuneration shall be one-fourth (1/4) per diem pay based on the secretary's final year salary, including longevity, as follows:
- Full-time secretaries employed prior to July 1, 1995, shall receive up to a maximum of \$7,500.
 - Full-time secretaries employed on or after July 1, 1995, shall receive up to a maximum of \$3,750.
- (b) Part-time secretaries shall receive payment for each day of accrued sick and personal days. The rate of remuneration shall be one-fourth (1/4) per diem based on the secretary's final year salary, including longevity, up to \$1,875. Secretaries who are eligible for this benefit are those who have worked at .5 or higher during their last five years of employment.
- (c) Secretaries will have up to three (3) personal days, two (2) of which can accumulate for severance purposes.
- Accrual of unused personal business days for former Borough employees became effective 07/01/88.

E. Death of Close Relations

Absences because of death in the employee's immediate family (including father, mother, spouse, child, brother, sister) or because of death of another relative (including grandfather, grandmother, grandchild, father-in-law, mother-in-law, or anyone making his/her home with the employee's family and regarded as a member of the family) shall be allowed with full pay for a period of up to five (5) days.

F. Personal Days

1. All Employees

- (a) Personal days may be used for the following reasons:
- Important personal business which cannot be attended to other than during school hours on days when school is in session, including weddings and graduations of family members.
 - Marriage: Upon request, an employee whose marriage takes place when schools are in session shall be granted a leave of absence of up to five (5) school days. Three (3) of the days may be personal days with full pay. The remainder of the five (5) days may be taken without pay.
 - Legal Business
 - Personal or family emergencies
- (b) Written notification of personal days shall be made to the building principal at least two (2) weeks in advance, except for an emergency situation. Copies of personal day application forms will be kept in the building level personnel file.
- (c) Documentary verification which does not infringe upon the employee's right to privacy will be required by the Building Administrator prior to approving personal days that fall before and/or after

a holiday, vacation, or teachers' convention. With reasonable cause, the Building Administrator may request verification for personal days which fall on Friday or Monday. This verification shall not infringe on the employee's right to privacy.

2. Certified Educators

- (a) Certified educators will have up to three (3) paid unused personal days which can accumulate for severance purposes.
- (b) No more than five percent (5%) of certified educators of each building may be absent for personal reasons on the same day. In calculating the permissible number of personal day absences for each building, .5 or greater will be rounded to the next greater whole number. In the case where more certified educators apply for a personal day than is allowed by the above formula, priority will be given to the request(s) submitted earliest.

3. Secretaries

- (a) Secretaries will have up to three (3) paid personal days, two (2) of which can accumulate for severance purposes.
- (b) Secretaries will be allowed to carry over one (1) day into the following year for a maximum accumulation of four (4) personal days.

G. Health and Hardship

At request of the certified educator or secretary and with approval by the Board of Education, leaves of absence may be granted to said certified educator or secretary with three years or more of service for purposes of restoration of personal health or the alleviation of hardship involving the certified educator or secretary or his/her family.

Effective July 1, 2006, accumulated unused family illness days will be applied to this leave, up to a maximum of

twenty-nine (29) days for certified educators, and fifteen (15) days for secretaries.

In unusual cases, the Board may extend the leave at full or partial salary (i.e. the salary less the cost of the substitute) for what it considers justifiable reasons.

The beginning and ending dates of leaves for health and hardship shall be determined by the Board in the best interests of the school system and the certified educator or secretary concerned.

The certified educator or secretary will retain any tenure status during official leave approved within the limits of this policy. To be eligible for a salary increment in the year following the leave, certified educators or secretaries must serve a minimum of ninety (90) school days in the year of the leave. Days on paid leave shall count toward the ninety (90) day requirement.

H. Disability

1. Disability leave shall be defined in NJSA 18A:30-1 to mean leave taken by a person steadily employed by the district who is absent "from his or her post of duty...because of personal disability due to illness or injury..." or for other sufficient reasons.
2. All employees who anticipate disability in a specific future event, such as childbirth, pending surgery or other medical procedures, shall report that status to the district as soon as possible, and shall submit a physician's statement to certify their continuing fitness.
3. An employee who claims disability leave of more than seven (7) consecutive days shall submit a physician's statement indicating the reason he or she cannot perform the duties of his/her position and the anticipated duration of his/her disability.

Employees on such disability leave shall submit a statement from a physician certifying that they are physically able to return to duty before they will be allowed to return to their position in the school district.

4. The employee must notify the Superintendent by April 15 of the school year in which his/her leave terminates as to his/her intention to resume or resign his/her position.

I. Child-Bearing Leave

Child-Bearing leaves are designed to provide a period of leave immediately before and after childbirth.

1. An employee shall notify the building principal and the Superintendent, in writing, of her pregnancy at least three (3) months prior to the anticipated date of leave. The employee should indicate the approximate date she would like the leave to begin.
2. Employees may utilize the sick leave provision for absences during the Child-Bearing Leaves up to a maximum of eight (8) weeks; i.e. employees can use up to a maximum of forty (40) days (eight weeks) from accumulated sick leave during the Child-Bearing Leave. Whenever the sick leave provision is utilized for Child-Bearing Leaves, it is a paid leave of absence, and corresponding health benefits are paid by the Board.
3. Employees who have fewer than forty (40) accumulated sick days may apply for a Child-Rearing Leave of Absence at that point.
4. The employee must present medical certification if the period of disability associated with childbirth is longer than an eight (8) week period.
5. An employee may request a Child-Rearing Leave (non-paid Leave of Absence) following a Child-Bearing Leave. Health benefits are not paid by the Board during non-paid leaves of absence. An employee who wishes to take a Child-Rearing Leave should follow the procedures outlined in the child-rearing provision of this contract.

J. Child-Rearing Leaves

1. The intent of this provision is to provide a period of leave for child-rearing during the first year after childbirth or after adoption of a child. On the request of employees and approval by the Board of Education, a leave of absence for the purpose of child-rearing shall be granted in accordance with the provisions listed below.

In considering such requests, the Board will take into account the interest of the district in maintaining continuity of instruction and the maintenance of a qualified, competent staff.

2. Child-Rearing Leaves shall be without pay and, therefore, health benefits will not be paid by the Board. An employee may request the child-rearing leave be granted under the provisions of the Family Leave Act, which would provide paid health benefits by the Board for a period not to exceed three (3) months. (See Appendix A.)
3. Employees shall notify the Superintendent in writing to request a child-rearing leave at least eight (8) weeks before the anticipated start of the leave. Exceptions may be granted for the adoption of a child or in other unanticipated situations if the employee has notified the Superintendent of the intention to adopt and to request a child-rearing leave.
4. Leaves for child-rearing purposes shall be granted upon the birth or adoption of a child.
5. Child-rearing leaves shall expire on June 30 of the year for which they are granted.
6. Leaves of absence granted to tenured employees may be extended for one (1) school year beyond the initial period of leave on the written request of the employees to the Superintendent and approval by the Board of Education.
7. Leaves of absence granted to non-tenured employees may not be extended beyond the end of the school year in which they are authorized.

8. Employees shall retain their regular employment status during child-rearing leave approved within the limits of this policy; however, time spent on such leave will not be used as experience credit for advancement on the salary guide or for the calculation of seniority.
9. To be eligible for advancement of one step on the salary guide, employees must have served with the district for a minimum of ninety (90) school days in the prior contract year. Time on paid leave shall count toward the ninety (90) day requirement.

K. Extended Leaves of Absence

In the event that a long-term disability exhausts the accumulated sick-leave of an employee, that employee may request that the Board of Education extend his/her leave. The Board of Education will give most careful consideration to all such requests. To be eligible for advancement on the salary guide in the year following the leave, the employee must have worked ninety (90) days in the year of the leave. Time on paid leave shall count as time worked.

L. Other Leaves

Extended leaves of absence without pay may be requested by an employee. The Board of Education will give most careful consideration to all such requests. If a minimum of ninety (90) days was served in the previous school year, the certified educator will be placed on the next step of the guide. To be eligible for advancement on the salary guide in the year following the leave, the employee must have worked 90 days in the year of the leave. Time on paid leave shall count toward the 90-day requirement.

The employee must notify the Superintendent by April 15th of the school year in which his/her leave terminates as to his/her intention to resume or resign his/her position.

VII. HEALTH INSURANCE

- A. The Board will provide 100% of the cost of medical insurance benefits of either the Point of Service (POS) Managed Care Health Plan, the Preferred Provider Organization (PPO), or the Traditional Plan for all employees within the school district as of December 31, 1997.
- B. The Board will provide 100% of the cost of medical insurance benefits of the district's Point of Service (POS) Managed Health Plan for all employees hired to begin employment on or after January 1, 1998. These employees shall have the option to contribute on a monthly basis the cost differential between the POS and the PPO, or the Traditional Health Plan if they choose to select different coverage.
- C. The percentage of premium cost to be borne by the employee for the cost of dependent medical coverage of the plan in which the employee is enrolled shall be as follows:

Years	Plan Type		
	POS	PPO	Traditional
July 1, 2006 to June 30, 2009	7.5%	8.5%	8.5%

- D. If five or more employees covered by this contract choose to waive their health insurance benefits because they are covered by health insurance through some other source (and they can offer proof of such coverage), they will be given a cash incentive equal to twenty-five percent (25%) of the premium by which they were covered during the previous year's employment in Chatham.

E. **Prescription Reimbursement Procedure**

The practice set forth in the parties "Agreement to Implement Interim Relief," implemented as a result of PERC's Interim Relief Order No. 2002-5 (Docket No. 2002-61, dated November 20, 2001) shall remain in place, except that a minimum threshold amount totaling \$50.00 (fifty dollars) shall be required before a request for reimbursement from the Board may be presented.

In the event of a dispute concerning a drug's eligibility for coverage, the employee shall return all monies provided by the Board and pursue the dispute with the insurance company or through the grievance procedure.

F. The Board will provide one-hundred percent (100%) of the cost of dental insurance for all employees and their dependents, except that each employee shall pay seventy-five dollars (\$75.00) per year which shall be deducted proportionately from each paycheck.

G. Medical and Dental coverage will be provided by the following carriers:

- Delta Dental Plan of New Jersey
- Horizon Blue Cross and Blue Shield
- Benefits to be equivalent to those specified within these plans should the Board seek coverage with another provider.

H. Each employee will be provided a copy of these insurance plans.

I. **FSA (Flexible Spending Account)**

The Board will provide a Flexible Spending Account and will provide each employee with a copy of the services covered by the account.

VIII. STAFF ASSIGNMENT

A. **Posting Procedure**

All openings for positions in the district for which employees may be qualified shall be made known to all employees according to the following procedures:

1. Each vacancy will be advertised in a notice posted in a specifically designated place in each school building

in the district for not less than five (5) school days.

2. Each vacancy so posted will be accompanied by a brief job description, including essential elements of the job known at the time of the posting including but not limited to building, grade level and/or subject area.
3. Persons interested in advertised positions will so indicate by means of a letter of application submitted to the contact person on the vacancy notice.
4. Successful and unsuccessful interviewed in-house applicants will be advised in writing of their status as soon as is practical or when the position is filled.
5. Notification of openings which occur during summer recess shall be posted online on the COIN Human Resources web page under "Employment Opportunities."

B. Workday

1. School Hours:	Grades K-3	8:35 am - 3:05 pm
	Grades 4-5	8:40 am - 3:10 pm
	Grades 6-8	8:00 am - 2:36 pm
	Grades 9-12	7:30 am - 2:35 pm

Inasmuch as the amount of minutes in the school day shall remain constant in each school, the actual start/stop times may fluctuate slightly due to extenuating circumstances such as changes in bus schedules.

2. Certified Educators K-12

- (a) Non-teaching members of the certified educators who do not follow class schedules shall provide a minimum of seven and a half (7.5) hours of service per day, including lunch. On those days, where the number of hours must exceed seven and a half, an individual certified educator shall have the right of compensatory flextime on another day.
- (b) Teaching schedules of all part-time certified educators shall be pro-rated according to the provisions

of this article in consultation with the Association.

- (c) Building level faculty meetings shall be held on a designated day of the week determined by the principal and certified educators. After-school hours on Wednesday shall be reserved for district curriculum committee meetings; after-school hours on Thursday shall be reserved for Association activities.
- (d) Traveling certified educators will not be assigned a non-instructional duty (NID). Non-core curriculum traveling certified educators may be assigned a sixth class. The assignment of a sixth class may not be used to result in a reduction in force. The scheduled day will be within reason and in agreement with the Administration and ACTS. The total work hours of any one certified educator will not exceed that of the home based school.

Traveling certified educators shall only be responsible for attending faculty activities of their home base building. The “home base building” will be determined by the Administration at the beginning of each school year.

- (e) Certified educators will be on site at least 15 minutes before their first class or non-instructional duty (NID) and will remain on site for at least 15 minutes following their last class or non-instructional duty (NID).
- (f) All full time certified educators K-12 are entitled to a duty-free lunch daily.
- (g) All new certified educators may be required to attend training sessions prior to the start of school and/or during the school year for which they will receive professional development hours.
- (h) All certified educators who develop or revise curriculum shall be compensated according to the table “Compensation for Curriculum Guides,” which is Appendix C of this contract. This will become effective July 1, 2007.

3. Certified Educators K-3

- (a) All certified educators of grades K-3 shall have a minimum duty-free preparation time of 200 minutes per week, with one uninterrupted preparation period of at least thirty (30) minutes every day and one duty free lunch. Certified educators of the same grade level (K-3) shall have equal amounts of preparation time.
- (b) Certified educators of special subjects (Examples: Art, Music, P.E., World Language) at the elementary level (K-3) who have teaching periods that vary in length will teach a maximum of two-hundred fifty (250) minutes per day. For example, a certified educator could have three (3) thirty minute classes and four (4) forty minute periods or vice versa and still be within the two hundred fifty (250) minute maximum per day. The minimum class period would be thirty (30) minutes and the maximum number of periods would be seven (7).

4. Certified Educators 4-5

- (a) All certified educators of grades 4-5 shall have a minimum of one (1) duty-free planning period per day in addition to a duty-free lunch period.
- (b) Certified educators of special subjects (Examples: Art, Music, P.E., World Language) at the elementary level (4-5) who have teaching periods that vary in length will teach a maximum of two hundred fifty (250) minutes per day. For example, a certified educator could have three (3) thirty minute classes and four (4) forty minute periods or vice versa and still be within the two hundred fifty (250) minute maximum per day. The minimum class period would be thirty (30) minutes and the maximum number of periods would be seven (7).

5. Certified Educators 6-8

- (a) Core curriculum area (English, Social Studies, Math, Science, and World Languages) certified educators of grades 6-8 shall have five (5) teaching periods per day, one (1) duty-free preparation period per day, one (1) duty-free professional period, in addition to one (1) duty-free lunch period. During the professional period, the certified educator will be on site engaged in activities that might include but not be limited to team planning, checking voice mail, telephoning, meeting with parents and students, consulting with colleagues, setting up labs and other learning areas.
- (b) Certified educators in non-core curriculum areas in Grades 6-8 may be assigned a sixth teaching period in cases of need. The purpose of this provision shall not be used to effect a reduction in force.
- (c) Certified educators who teach six periods in Grades 6-8 shall not be assigned a non-instructional duty (NID), but may be assigned to a homeroom.
- (d) Certified educators of grades 6-8, who have an assignment that is a combination of core and non-core curriculum subjects, may be assigned a sixth teaching period for one semester only.
- (e) In extraordinary circumstances, a core certified educator of Grades 6-8 may be assigned to teach a sixth class for one year or less. The compensation will be one-fifth of the certified educator's current salary up to a maximum of \$12,000.

6. Certified Educators 9-12

- (a) Certified educators of grades 9-12 shall be guaranteed one (1) duty free preparation block and one (1) duty free lunch block each day. Certified educators may be assigned lunch in the third morning block, in the lunch block, or in the first or second block after the lunch block.
- (b) Core curriculum area certified educators (English, Social Studies, Math, Science, and World Languages) will not have more than five (5) instructional assignments. Every effort will be made to minimize the number of preparations to a maximum of three (3). In extraordinary circumstances, a

core curriculum certified educator may be assigned to teach a sixth class for one year or less. The compensation will be one-fifth of the certified educator's current salary up to a maximum of \$12,000.

- (c) A Certified Educator will not be assigned more than four (4) NIDS (inclusive of lunch duty) in the four (4) day rotation of the modified block schedule.
- (d) Certified educators in non-core curriculum areas may be assigned a sixth teaching period in cases of need. The purpose of this provision shall not be used to effect a reduction in force. Certified educators who teach six (6) periods shall not be assigned a non-instructional duty (NID).
- (e) Certified educators, who have an assignment that is a combination of core and non-core curriculum subjects, may be assigned a sixth teaching period for one semester only.
- (f) Certified educators assigned central detention shall be compensated at the rate of \$20.00/session for the school year 2006/07; \$25.00/session in 2007/08; \$30.00/session in 2008/09. Certified educators may volunteer to cover those previously assigned by the administration according to the compensation rate indicated above.

7. Secretaries

- (a) The workday of all full-time secretaries shall be seven (7) hours, exclusive of one (1) hour for lunch. If a part-time secretary works more than four (4) hours each day, he/she will be entitled to a fifteen (15) minute break period.
- (b) With the principal's approval, overtime work for secretaries shall be compensated at straight time rate for hours in excess of thirty-five (35) hours and up to forty (40), and time and a half in excess of forty (40) hours. As a matter of record keeping, the secretary and administrator will sign off on the overtime hours as they occur.

- (c) Secretaries shall not be assigned a non-instructional duty (NID) except for emergency situations and only with a certified educator present.
- (d) All 12-month secretaries hired before July 1, 2003 are entitled to thirty (30) vacation days. All 12-month secretaries hired on or after July 1, 2003 are entitled to the following vacation schedule:

<u>School Years Employed</u>	<u># of Vacation Days</u>
1-3	17
4-10	20
11+	25

Vacation days may be scheduled with the approval of the building principal and/or immediate supervisor. Vacation days are in addition to paid holidays (see Appendix B for 12 month secretaries' paid holidays). It is understood that days taken during school holidays are considered vacation days. Attendance at the NJEA Convention will count as days worked.

Vacation days do not accrue beyond current contract period (July 1 - June 30). During the first year of employment, vacation days may be used with administrative approval.

C. Employee Travel

Employees whose schedules require them to travel between buildings during the day shall be reimbursed for the mileage incurred at the standard rate recognized by the IRS for reimbursement.

D. Other Travel

Employees who incur travel expenses (other than those related to extra-pay, extra-duty positions) for any required or approved task shall be reimbursed at the standard rate recognized by the IRS for reimbursement. It is understood that these tasks are not those performed while meeting regular employee responsibilities. ACTS members may attend workshops that are in line with their professional improvement plans or as recommended /approved by the principal and assistant

superintendent and have reasonable expenses paid for by the Board if approved by the superintendent in advance.

Approved workshops, clinics, professional development activities will have:

- registration fees paid in full
- travel/room and board will be paid/reimbursed as agreed in advance

E. Contract Notification

A contract or notification that no contract will be offered will be mailed to each employee in accordance with *NJSA 18A:27-10*.

In lieu of a formal contract, once an employee has attained tenure, he or she will be mailed, by May 15th, a memo agreement outlining the salary which the Board proposes to pay the employee during the next year.

If an agreement on the negotiations contract has not been reached by these dates, in lieu of a formal contract, a memorandum will be mailed indicating that a formal contract will be forthcoming upon completion of negotiations.

It is important for all parties to understand that as each school district has its responsibility for adequate notice of contract renewal to all employees, so too, does each employee carry a similar responsibility for adequate notice to the district of his/her intentions. Each employee shall notify the Board of Education of his/her intention to accept or decline the contract within thirty (30) days from the date of receipt of offered contract or memorandum agreement. If, after written notification from the Superintendent that he/she has failed to respond to the contract or memorandum within thirty (30) days and the employee again fails to respond within five (5) days, he/she will be deemed to have resigned the position.

F. Notification of Assignment

Each certified educator will be informed of his/her tentative assignment for the following year, no later than June 11th of each year.

G. Calendar

After receiving input from the Association, a calendar will be drafted by the Superintendent for approval by the Board of Education.

Beginning in the 2007-2008 school year, the number of days for certified educators and part-time secretaries shall be 188, four (4) of which shall be staff days. The Board shall delete any student day over 180 days before deleting a staff day for the unused snow day. It shall be indicated on the official school calendar that the Memorial Day holiday weekend will be increased by one (1) day if one or more of the allotted snow days go unused in that school year.

The work year for 12-month secretaries shall be July 1 through June 30; 10-month secretaries shall work 190 days from September 1 through June 30.

IX. ASSOCIATION RIGHTS AND PRIVILEGES

To help lighten the burden of the duties of the office, the President of the Association of Chatham Teachers and Secretaries shall not be assigned any non-instructional duty (NID).

The President and members of the Executive Board of the Association shall have the right to visit other schools, when necessary, in the performance of their duty, so long as it does not interfere with the overall instructional climate.

The Board agrees to release the President or his/her designee of the Association for no more than five (5) days per year, to conduct Association business with the approval of the Superintendent. The Association will pay for the cost of substitutes and the time will not be deducted from the President's or designee's leave bank.

X. REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the

following August 31), which is covered in whole or in part by this 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.

B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section H.1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

3. Indemnification Clause

The Association shall indemnify and hold the Board of Education harmless against any and all claims, lawsuits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by any employer in conformance with this provision.

4. Termination of Employment

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.

5. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

6. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

7. New Employees

On or about the last day of September and January, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position from July 1 to September 30 and from October 1 to January 31. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

XI. GRIEVANCE PROCEDURES

The Board and the Association desire to maintain a grievance procedure in accordance with P.E.R.C. Title 34:13A5.2 that serves the best interest of both the aggrieved employee and the school system. The Association or any individual employee shall have the right to appeal the application of this agreement, policies or administrative decisions affecting an employee or group of employees through the channels specified by this procedure. They shall have the right to present their appeal or to designate representatives of the Association of their own choosing to appear with them or for them at any step in their appeal.

Terms

A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, Board policies or administrative decisions and practices as they relate to the terms and conditions of employment affecting an employee or group of employees.

A grievance may be initiated by an employee or group of employees, or the Association.

The grievant may be represented at all stages of the grievance procedure by himself/herself, his/her agent, or at his/her option, by the Association or by a representative selected or approved by the Association.

The term "days" when used in this article shall mean working school days. Weekends and vacation days are excluded.

The purpose of this procedure is to resolve differences concerning the terms and conditions of employment. The procedure is intended to resolve such differences at the lowest level of authority possible.

Time Limits

The number of days specified for the initiation of a grievance and for each level of resolution is a maximum. Every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement of the person or persons making the claim and the Board of Education.

Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Sequence of Levels for Resolving Grievances

Level One: Principal or Immediate Supervisor

The employee or Association shall, within thirty (30) days of identification of a grievable issue, first discuss it with the principal (or immediate supervisor or department head) in an attempt to resolve the matter informally.

Level Two: Written Grievance to Principal

If the initiator of the grievance is not satisfied with the resolution at Level One, the complaint shall be filed in writing to the principal. A written grievance shall be filed within thirty (30) days of the last occurrence of the incident being grieved. Information copies of the grievance shall be sent by the employee to the Superintendent of Schools and the Association.

A hearing on the grievance shall be held by the principal within seven (7) days of receipt of the written grievance.

The principal shall render a written decision with supporting reasons within seven (7) days of the hearing.

Level Three: Superintendent

If the grievance is not settled to the satisfaction of the grievant at Level Two, the decision may be appealed to the Superintendent of Schools within five (5) days. To do so, the grievant must submit a written appeal of the principal's decision. The complaint previously filed with the principal and the principal's written decision shall be filed with this appeal to the Superintendent. Grievances that affect a group of employees or all Association members in two or more schools will commence at Level Three.

Within seven (7) days of receipt of the appeal, the Superintendent will hold a hearing. A written decision shall be rendered by the Superintendent within seven (7) days of the hearing at Level Three.

At this point of the grievance procedure, if the grievance has been initiated by an employee or group of employees, the Association shall determine the merit of the grievance. If the grievance is determined to be valid, the Association continues with the procedure for appeals. If the Association determines that the grievance is without merit, the grievant will personally continue with the procedure for appeals.

Level Four: Board of Education

If the decision of the Superintendent is not satisfactory to the grievant, it may be appealed to the Board of Education within five (5) days.

The process for appealing a grievance to the Board of Education shall be a written statement summarizing the points at issue and the reasons for the appeal.

The Board of Education shall review the Superintendent's decision and the written appeal and render a decision within fifteen (15) days. During that period, a hearing with a committee of the Board or the full Board shall be held.

All meetings and hearings under this procedure shall not be conducted in public and shall include only the interested parties and their designated or selected representatives.

The aggrieved party may have a legal representative and/or witnesses in attendance at the hearing before the Board.

Level Five: Arbitration for Certified Educators Only

If the grievance remains unresolved, binding arbitration will be employed.

If the decision of the Board of Education at Level Four is not satisfactory, the Association may submit the matter to binding arbitration. If the Association determines that arbitration is merited, it shall submit a Demand for Arbitration to AAA within twenty (20) days from the date of the Board's response. The parties shall then be bound by the rules and procedures of the AAA.

In the event that the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the Public Employment Relations Commission.

The Board and the Association will divide equally the costs of arbitration.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

All written communications regarding this grievance procedure shall note at the beginning of such correspondence "In accordance with the grievance procedures outlined in the Professional Negotiations Agreement..."

XII. AUTOMATIC PAYROLL DEDUCTION

- A.** The Board agrees to deduct from the salaries of its employees: dues for the Association, the Morris County Education Association, the New Jersey Education Association, and the National Education Association, or any one or combination of such associations as said employees voluntarily and individually authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-16.9e) and under rules established by the State Department of Education.
- B.** Said monies and a report shall be forwarded from the Business Office to the appropriate association or associations.
- C.** Each employee may choose one of the following options for the payment of salary under the following conditions: the employee's decision to enter plans 1. or 2. must be made prior to September 1st and will continue for the duration of the current year. Continuation in the plan will be automatic from year to year unless the employee requests termination in writing:
 - 1. Salary is divided into twenty (20) equal installments payable on the 15th and on the last day of the month.
 - 2. Any employee may choose to have ten percent (10%) of his/her net pay withheld and saved by the Board of Education, with no earned interest, from his/her twenty (20) paychecks. This money will be distributed to him/her in four (4) equal semi-monthly payments in the months of July and August.

3. A designated percent of the gross monthly earnings will be forwarded by the Board to a financial institution. The employee will designate this percent prior to September 1st of each school year. All other arrangements with the bank must be made with the employee. If an employee involved in this plan requests termination of the deduction during the school year, he or she may not re-enter the plan until the following September.
4. Upon the request of the employee, the employee's net monthly earnings will be forwarded by the Board to his/her choice of bank and/or credit union.

APPENDIX A

Major Provisions of the Federal and State Family Leave Act

Employees Eligible:	Have worked for employer at least 1,000 base hours in preceding 12 months and employed for at least twelve (12) months.
Amount of Leave:	Twelve (12) weeks during any 12 month period.
Type of Leave:	To care for a child due to birth or adoption; to care for parent, parent of spouse, child or spouse with serious health condition.
Serious Health Condition:	Illness, injury, impairment, physical or mental condition, which requires inpatient care in a hospital, hospice or residential medical care facility; or continuing medical treatment, or continuing supervision by a health care provider.
Compensation During Leave:	Non-paid Leave.
Maintenance of Health Benefits During Leave:	During leave, group health insurance to be maintained by employer.

APPENDIX B

**2006/2007 Holidays - 12 Days
(Secretarial)**

Fourth of July	Monday, July 3, Tuesday, July 4, 2006
Labor Day	Monday, September 4, 2006
Yom Kippur.....	Monday, October 2, 2006
Thanksgiving Day & Day After	Thursday-Friday, November 23-24, 2006
Christmas Day	Monday, December 25, 2006
New Year's Day	Monday, January 1, 2007
Martin Luther King Day	Monday, January 15, 2007
President's Day	Monday, February 19, 2007
Good Friday.....	Friday, April 6, 2007
Memorial Day.....	Monday, May 28, 2007

**2007/2008 Holidays - 12 Days
(Secretarial)**

Fourth of July	Wednesday, July 4, 2007
Labor Day	Monday, September 3, 2007
Rosh Hashanah.....	Thursday, September 13, 2007
Thanksgiving Day & Day After	Thursday-Friday, November 22-23, 2007
Christmas Day	Monday-Tuesday, December 24-25, 2007
New Years Day	Tuesday, January 1, 2008
Martin Luther King Day	Monday, January 21, 2008
President's Day	Monday, February 18, 2008
Good Friday.....	Friday, March 21, 2008
Memorial Day.....	Monday, May 26, 2008

**2008/2009 Holidays – 12 days listed
(Secretarial)**

Fourth of July	Friday, July 4, 2008
Labor Day	Monday, September 1, 2008
Rosh Hashanah.....	Tuesday, September 30, 2008
Yom Kippur.....	Thursday, October 9, 2008
Thanksgiving Day & Day After	Thursday-Friday, November 27-28, 2008
Christmas Day	Thursday, December 25, 2008
New Year's Day	Thursday, January 1, 2009
Martin Luther King Day	Monday, January 19, 2009
President's Day	Monday, February 16, 2009
Good Friday.....	Friday, April 10, 2009
Memorial Day.....	Monday, May 25, 2009

APPENDIX C

Compensation for Curriculum Guides

Effective July 1, 2007

Upon the timely delivery of the completed curriculum as determined by the Assistant Superintendent or designee, and the approval of the Board of Education, staff members will be compensated for their work as follows:

Major Revision/New Full Year Course

3 People or more.	\$495 to each individual
2 people	\$600 to each individual
1 person	\$900

Revision – Full Year

3 people or more.	\$350 to each individual
2 people\$430 to each individual
1 person\$650

Major Revision/New Semester Course

3 People or more.	\$275 to each individual
2 people	\$335 to each individual
1 person	\$500

Revision – Semester

3 people or more.	\$175 to each individual
2 people\$215 to each individual
1 person\$325

Major Revision/New Marking Period Course

3 People or more.	\$165 to each individual
2 people	\$200 to each individual
1 person	\$300

Revision – Marking Period

3 people or more.\$ 85 to each individual
2 people\$110 to each individual
1 person\$165

APPENDIX D

Tuition Reimbursement

*Percentage of reimbursement (%R)

The funds allocated in each yearly budget for tuition reimbursement will be divided into three equal parts: summer/June intersession, fall and spring.

Each semester:

The sum of all approved requests for one course for each full-time teacher matriculated in a program will be calculated at the 100% of the Rutgers rate or the actual tuition (whichever is lower) = **TMat**.

To this will be added the sum of all approved requests for one course for each full-time teacher who is not matriculated in a program calculated at 80% of the Rutgers rate or of the actual tuition (whichever is lower) = **TNMat**.

To this will be added the sum of all approved requests for part-time employees as described above = **PT**

To this will be added the sum of all approved requests for secretaries as described above = **Sec**.

The total of TMat + TNMat + PT + Sec = **Total Approved Requests**.

If Total Approved Requests is equal to or greater than Total Reimbursement available that semester, **Total Reimbursement divided by Total approved requests = %R**.

If Total Approved Requests is less than Total Reimbursement available that semester, the unused funds will be transferred to the next semester.

Reimbursement will be determined by successful completion of a course submission of paid tuition bills, and a copy of the transcript from all ACTS members approved for reimbursement by the dates noted in the contract (IV. E. 1.). The final %R will be determined at that time.

Certified Educators' Salary Guide (2006/0007)

- Notes:**
- (1) Any person with a doctoral degree from a recognized university will receive an additional stipend of \$1,000.**
 - (2) Step does not necessarily correspond to years of experience.**

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Certified Educators' Salary Guide (2007/2008)

- Notes:**
- (1) Any person with a doctoral degree from a recognized university will receive an additional stipend of \$1,000.**
 - (2) Step does not necessarily correspond to years of experience.**

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Certified Educators' Salary Guide (2008/2009)

- Notes:**
- (1) Any person with a doctoral degree from a recognized university will receive an additional stipend of \$1,000.**
 - (2) Step does not necessarily correspond to years of experience.**

Secretary Salary Guides (2006-2007)

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Secretary Salary Guides (2007-2008)

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XIV. LONGEVITY

Employees shall receive longevity awards according to the following:

Certified Educators**July 1, 2006 through June 30, 2009**

- | | |
|--|---------|
| <input type="checkbox"/> Upon completion of 15-19 years of continuous service to the District | \$1,700 |
| <input type="checkbox"/> Upon completion of 20-24 years of continuous service to the District | \$2,200 |
| <input type="checkbox"/> Upon completion of 25 years or more of continuous service to the District | \$2,700 |

Secretaries - 12 Month

July 1, 2006 through June 30, 2009

- Upon completion of 15-19 years of continuous service to the District \$1,200
- Upon completion of 20-24 years of continuous service to the District \$1,700
- Upon completion of 25 years or more of continuous service to the District \$2,200

Secretaries - 10 Month

September 1, 2006 through June 30, 2009

- Upon completion of 15-19 years of continuous service to the District \$1,000
- Upon completion of 20-24 years of continuous service to the District \$1,400
- Upon completion of 25 years or more of continuous service to the District \$1,800

Exception: For breaks in service for Board-approved Leaves of Absence.

*(Resignation from the school district with subsequent rehiring does not constitute continuous service.
Service for the purpose of longevity will begin at the date of the most recent hiring.)*

**XV. EXTRA DUTY/EXTRA PAY GUIDE (2006-07, 2007-08, 2008-09)
SPORTS/COACHES**

**BOARD OF EDUCATION
SCHOOL DISTRICT OF THE CHATHAMS**

By _____
Eileen Miele Coppola, President

Date:

ATTEST:

Ralph H. Goodwin, Secretary

Date:

ASSOCIATION OF CHATHAM TEACHERS AND SECRETARIES

By _____
Joan Jensen
President

Date:

ATTEST:

James F. O'Neill

Samantha Landers