

AGREEMENT

I. RECOGNITION

In accordance with Chapter 123, Public Laws of 1974, the Board of Education of the School District of the Chathams recognizes the Chatham Administrators/Supervisors Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment of the following administrative and supervisory personnel:

12 Month Administrators

High School Principal
Middle School Principal
Elementary School Principals
High School Assistant Principals
Middle School Assistant Principal
Lafayette School Assistant Principal
Director of Guidance
Director of Athletics
Director, Fine Performing and Related Arts

10 Month Supervisors

Secondary Supervisors
Elementary School Supervisor
Middle School Supervisor of Humanities
Special Education Supervisor
High School Dean of Students

II. PROFESSIONAL GROWTH

A. Course Subsidy Plan

The Board of Education encourages members of the professional staff 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. Administrators/Supervisors must attend classes to receive credit.

Accordingly, the Board of Education will reimburse the registration and tuition fees for each course, subject to the following provisions:

B. Eligibility

Administrators/Supervisors who are recognized as full-time employees are eligible for one hundred percent (100%) course reimbursement of tuition and fees for New Jersey State Colleges and the State University; and 75% course reimbursement for private institutions and out-of-state colleges and universities.

C. **Criteria**

Only courses which meet the criteria listed below will be reimbursed by the Board of Education:

1. Approval in advance by the Superintendent.
2. Course is not required by the State for certification in the position held by the staff member.
3. Course is related to improvement in the administrator's/supervisor's value to the regionalized school system.
4. Reimbursement for successfully completed courses shall be made no later than forty-five (45) days subsequent to submission of paid tuition bill and copy of transcript.

III. **LEAVES**

A. **Sabbatical Leaves**

Sabbatical leaves shall be considered for administrators/supervisors upon the filing of an application. The application shall include the reason for the leave, the time period involved, and a statement concerning the benefits to the District. The final terms and conditions of a sabbatical leave shall be subject to the approval of the Board of Education.

B. **Illness**

Sick leave is hereby defined to mean the absence from school duty of any person 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:

Twelve (12) month professional employees:	18 days
Ten (10) month professional employees:	15 days

2. Any unused portion of the yearly allowance for a given employee (but not more than 10 days per year) shall be cumulative.

3. An employee who shall suffer an enforced absence from school for more than eighteen (18) days for 12 month employees and 15 days for 10 month employees 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 and two unused personal days computed at the rate of not more than twelve (12) days per year.

4. 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 a staff member is on such leave of absence.

- c. Pay for Unused Sick Leave/Personal Days:

Severance pay shall be granted to administrators/supervisors who have been continuously employed in the District for fifteen (15) years.

A full-time administrator/supervisor 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 staff member's final year salary. The maximum amount shall be \$15,000 for those in administrator/supervisor positions prior to 9/1/98 and \$10,000 for those employed in administrator/supervisor positions after 9/1/98.

Any administrator/supervisor, continuously employed in the District, who is reduced in force will be reimbursed for all unused sick leave at the same rate noted above.

In the event that an administrator/supervisor 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.

C. **Personal Days**

Administrators/supervisors will have up to four (4) paid personal days for the following reasons:

1. 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.
2. Legal business.
3. Personal or family emergencies.
4. Two personal days a year may accumulate.

D. **Family Illness/Death of Close Relation**

Absences because of Family Illness or death of a close relation in the employee's immediate family (including father, mother, spouse, child, brother, sister), or because of death of another relative (grandmother, grandfather, 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 a period of five (5) days with full pay.

E. **Disability Leaves**

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 administrators/supervisors 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 known, and shall submit a physician's statement to certify their continuing fitness.

3. An administrator/supervisor who claims disability leave of more than five (5) 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.

Administrators/supervisors 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 administrator/supervisor 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.

5. Childbirth leaves (designed to provide a period of leave immediately before and after childbirth).

- a. An administrator/supervisor shall notify the Superintendent in writing of her pregnancy, at least three (3) months prior to the anticipated date of leave. The notification shall specify whether the staff member intends to continue in her position until the period of disability.

- b. Administrators/supervisors may utilize the sick leave provision for a period of disability associated with childbirth. The normal period of disability for childbirth is assumed to be eight weeks. The staff member must present medical certification that the period of disability is to be longer or shorter than an eight week period.

- c. As per Family Leave Act, a maximum of 40 days from accumulated sick leave shall be used for the disability period.

- d. Administrators/supervisors who remain in their positions until the period of disability shall be eligible for sick leave benefits during the disability period.

- e. Administrators/supervisors who wish to take child rearing leave after childbirth should follow the procedures outlined in the child rearing provision of this contract.

F. **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 professional 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. Child-rearing leaves shall be without pay. 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. Administrators/supervisors shall notify the Superintendent in writing for 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 administrator has notified the Superintendent of the intention to adopt and to request a child-rearing leave.
3. Leaves for child-rearing purposes shall be granted upon the birth or adoption of a child.
4. Child-rearing leaves shall expire on June 30 of the year for which they are granted.
5. Leaves of absence granted to tenured administrators/supervisors may be extended for one (1) school year beyond the initial period of leave on the written request of the staff member to the Superintendent and approval by the Board of Education.
6. Administrators/supervisors 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.

G. **Extended Leaves of Absence**

In the event that a long-term disability exhausts the accumulated sick leave of an administrator/supervisor, that administrator/supervisor may request the Board of Education extend his/her leave. The Board of Education will give most careful consideration to all such requests.

H. **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. Upon return from such leave, [the employee will be placed on his/her next step on the salary guide] and full employee rights will be resumed. Administrators/Supervisors who serve 90 days or more in a school year will advance in salary. Those who do not serve a minimum of 90 days will not be eligible to advance in salary (accumulated sick days count toward the 90 required to advance).

The administrator/supervisor 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.

IV. GRIEVANCE PROCEDURES

The Board and the Association desire to maintain a grievance procedure in accordance with Chapter 123 Public Laws of 1974, that serves the best interest of both the aggrieved employee and the school system. The Association or any individual administrator/supervisor shall have the right to appeal the application of this agreement, policies or administrative decisions affecting an administrator/supervisor or a group of administrators 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 administrator/supervisor 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 administrator/supervisor or a group of administrators.

A grievance may be initiated by an administrator/supervisor, a group of administrators or the Chatham Administrators' 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 Grievance

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"

Level One: Written Grievance to Principal

A written grievance shall be filed with the principal within thirty (30) days of the last occurrence of the incident being grieved. Copies of the grievance shall be sent by the grievant to the Association.

A hearing on the grievance shall be held by the principal within five (5) days of receipt of the written grievance.

The principal shall render a written decision with supporting reasons within five (5) days of the hearing.

Level Two: Written Grievance to Superintendent

If the grievance cannot be settled satisfactorily at Level One, or if the aggrieved is a principal, it may be appealed or moved to the Superintendent of Schools within five (5) days. Where applicable, the grievant must submit a written appeal of the principal's decision. The complaint previously filed with the grievant and the principal's written decision shall be filed with this appeal to the Superintendent.

Within 10 days of receipt of the appeal, the Superintendent will hold a hearing. A written decision shall be rendered by the Superintendent within 10 days of the hearing at Level Three.

At this point of the grievance procedure, 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 may personally continue with the procedure for appeals.

Level Three: 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.

V. WORK YEAR

Twelve (12) month Administrators/Supervisors

- shall work 240 days (July 1 - June 30);
- shall be entitled to holidays observed in the school calendar;
- will have twenty six (26) vacation days, to be scheduled by mutual arrangement between the Superintendent and the 12 month administrator.

New twelve month administrators, vacation entitlement will be credited with two (2) vacation days upon employment. Additional days will accumulate at the rate of 2 days per month.

Ten month supervisors shall work from September 1 to June 30, exclusive of scheduled school vacation days, plus seven (7) additional days between July 1 and August 31.

The Dean of Students at Chatham High School shall work from September 1 to June 30, exclusive of scheduled school vacation days, plus twenty (20) additional days between July 1 and August 31.

VI. HEALTH INSURANCE

1. The Board will provide 100% of the cost of medical insurance benefits of either the Point of Service (POS) Managed Care Health Plan or the Preferred Provider Organization (PPO) for all employees within the school district as of December 31, 1997, effective January 2005.
2. 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, if they choose to select different coverage, effective January 2005.
3. 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:

<u>Year</u>	<u>Plan Type</u>	
	<u>POS</u>	<u>PPO</u>
2004-2005	7.5%	7.5%
2005-2006	7.5%	7.5%
2006-2007	7.5%	7.5%

4. 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.
5. The Board will provide the cost of dental insurance for all employees and their dependents. Each employee will contribute \$75 annually.
6. Medical and Dental coverage will be provided by the following carriers:
 - ❖ Horizon Blue Cross and Blue Shield
 - ❖ Delta Dental Plan of New Jersey

- ❖ Benefits to be equivalent to those specified within these plans, should the Board seek coverage with another provider.

Each administrator/supervisor will be provided with a copy of these insurance coverages.

In addition, each 12 month administrator, shall receive up to \$1,000 per contract year toward medical, dental and optical expenses, not reimbursable under the Board's health plan. This shall include the cost of an annual physical.

FSA (Flexible Spending Account)

The Board will provide a Flexible Spending Account, which is open to members of the Administrators/Supervisors Association.

VII. COMPENSATION

A. SALARY

Members of the Chatham Administrators/Supervisors Association will be compensated as noted on the attached Salary Schedule for the three years of this contracted period (July 1, 2004 - June 30, 2007).

Starting salaries for new members of this association will be based on previous supervisory and/or administrative experience as recommended by the Superintendent of Schools, but shall not be lower than the minimum salaries listed in Schedule A (attached).

VIII MISCELLANEOUS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain applicable. Nothing contained herein, unless otherwise provided in this Agreement, shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any administrator's benefits existing prior to its effective date.

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. This Agreement shall be effective *July 1, 2004* and continue in effect until *June 30, 2007*, or until a successor agreement has been

negotiated.

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CHATHAMS

AND THE
CHATHAM ADMINISTRATORS' ASSOCIATION

July 1, 2004 to June 30, 2007

Chatham, New Jersey

SCHEDULE A

ADMINISTRATIVE MINIMUM STARTING SALARIES

2004/2005 - 2006/2007

Years	High School Principal*	Middle School Principal*	Elementary Principal*	High School Assistant Principal*	Middle School Assistant Principal*	Elem. Assistant Principal*	Director*	Dean of Students* *	Supervisor* **
2004-2005	117,000	112,000	107,000	106,000	102,000	98,000	98,000	96,000	95,000
2005-2006	120,510	115,360	110,210	109,180	105,060	100,940	100,940	98,880	97,850
2006-2007	124,125	118,820	113,516	112,455	108,211	103,968	103,968	101,846	100,785

- * 12 Month Employees
- ** 10 Month + 20 Days Employee
- *** 10 Month + 7 Days Employee

BOARD OF EDUCATION SCHOOL DISTRICT OF THE CHATHAMS

By _____
Gerald J. Helfrich, President

Date: June 28, 2004

ATTEST:

Vincent D. Yaniro, Secretary

Date: June 28, 2004

CHATHAM ADMINISTRATORS' ASSOCIATION

By _____

By _____

By _____

Date: June 28, 2004

ATTEST:

James F. O'Neill, Superintendent of Schools

Samantha Landers, Human Res. Manager

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SCHEDULE A - Administrative Minimum Starting Salaries (2004/05 - 2006/07)

SCHEDULE B - Scheduled Salaries (Administrators/Supervisors) (2004/05 - 2006/07)

SCHEDULE B

**SCHEDULED SALARIES
ADMINISTRATORS/SUPERVISORS
2004/2005 - 2006/2007**

ADMINISTRATORS	Position	School	Term	2004-05	2005-06	2006-07
Linda Batz	Principal	High School	12	\$140,569	\$147,035	\$153,872
Kenneth Wark	Principal	Middle School	12	\$137,680	\$144,014	\$150,710
James Kelly	Principal	Lafayette	12	\$130,271	\$136,263	\$142,599
Ralph Pesapane	Principal	Southern Blvd.	12	\$134,553	\$140,742	\$147,287
Mary Quigley	Principal	Washington	12	\$123,503	\$129,184	\$135,191
Debra Martin	Principal	Milton Avenue	12	\$121,971	\$127,581	\$133,514
Gregory Meissner	Asst. Prin.	High School	12	\$124,202	\$129,915	\$135,956
Robert Willett	Asst. Prin.	Middle School	12	\$124,202	\$129,915	\$135,956
Julie Patterson	Dir./Guid..	High School	12	\$115,180	\$120,478	\$126,081
Harvey Cohen	Dir./Ath.	High School	12	\$115,068	\$120,361	\$125,958
Dorothy Kuhn	Dir./Arts	District	12	\$106,269	\$111,157	\$116,326
SUPERVISORS						
Helen Comba	Tchg.Supv./ Reading Spec.	Southern Blvd.	10	\$101,223	\$105,890	\$110,814
Karen Schubert	Tchg.Supv./ Reading Spec.	Milton/Wash.	10	\$98,567	\$102,055	\$106,801
Robert Accardi	Humanities	Middle School	10	\$96,283	\$100,712	\$105,395
James Devlin	Social Studies	High School	10	\$97,450	\$101,933	\$106,673
George Alexis	Lang. Arts	High School	10	\$96,283	\$100,712	\$105,395
Andrew Guzo	Mathematics	High School	10	\$106,596	\$110,453	\$115,589
James Rutzler	Science	High School	10	\$103,729	\$108,501	\$113,546
Stephen Ryan	World Lang.	HighSchool	10	\$97,450	\$101,933	\$106,673
Maureen Linehan	Special Ed.	Spec. Services	10	\$98,369	\$102,894	\$107,678
Michael LaSusa	Dean/Students	High School	10	\$96,000*	\$100,416	\$105,085

*Plus 20 additional days