

**PREAMBLE**

**PROFESSIONAL NEGOTIATIONS AGREEMENT**

THIS AGREEMENT is made on the *23rd* day of *February, 2004* 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, 2003* to *June 30, 2006*.

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

September 1, 2003 through June 30, 2004, for the 2003-04 school year;  
September 1, 2004 through June 30, 2005, for the 2004-05 school year, and  
September 1, 2005 through June 30, 2006, for the 2005-06 school year.

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

July 1, 2003 through June 30, 2004, for the 2003-04 school year;  
July 1, 2004 through June 30, 2005, for the 2004-05 school year, and  
July 1, 2005 through June 30, 2006, for the 2005-06 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, 2006.

### **III. AGREEMENTS**

#### **A. GENERAL**

The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

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 above 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.

**B. PROFESSIONAL GROWTH**

**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:

**Eligibility**

Certified Educators and Secretaries who are recognized as full-time employees are eligible for one hundred percent (100%) course reimbursement of tuition for New Jersey State Colleges and the State University and for secretaries, at State Community Colleges; and seventy-five percent (75%) course reimbursement for private institutions and out-of-state colleges and universities. For these reimbursement rates, the following credit maximums apply annually (July 1 through June 30):

First Year Employees:	3 Credits
Second and Third Year Employees:	6 Credits
Tenured Employees:	12 Credits

Beyond 12 credits, tenured staff shall be reimbursed at 50% of the tuition rate.

**Part-Time** employees are eligible for reimbursement benefits on a prorated basis. The percentage of reimbursement corresponds to the fraction of full-time employment stipulated in the employee's contract at the time of course approval (e.g. half-time employees are eligible for fifty percent [50%] of the reimbursement rate of full-time employees, .2 employees for twenty percent [20%] of the reimbursement rate of full-time employees, etc.). Credit maximums noted will apply.

**Online Courses:** Employees are eligible to take one online course per year with a maximum reimbursement of \$1,000 per course. The credit limitations noted above shall apply to online courses.

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

2003-2004	\$105,000
2004-2005	\$115,000
2005-2006	\$125,000

The Administration will notify the Association's President quarterly of the status of the tuition cap. When each year's cap is reached, no further applications will be approved for reimbursement. However, eligible courses shall continue to be approved for credit on the salary guide. If encumbered money is not redeemed, the unused amounts shall be returned to the annual pool and shall be used to reimburse employees whose applications had exceeded the cap. Such reimbursement shall be on a first-come, first-served basis, according to date of receipt in Central Office.

### **Criteria**

1. **Certified Educators:** Only courses which meet the criteria listed below will be reimbursed by the Board of Education:
  - (a) Approval in advance by the Principal and Assistant Superintendent.
  - (b) Course is not required by the State for certification in the position held by the certified educator.
  - (c) 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.

**Reimbursement**

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.

**C. CONTINUING EDUCATION**

The Board shall provide in service improvement programs for any certified educators whose terms and conditions of employment are determined by this Agreement.

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

**D. LEAVES**

**1. Sabbatical Leaves**

In this article, the words "certified educator" shall refer to any professional staff member whose terms and conditions of employment are determined by this Agreement, and the word "sabbatical" shall be defined as "one full school year."

(a) **Eligibility and Qualifications**

- (1) The applicant must have completed five (5) or more years of continuous employment in the District.
- (2) 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.
- (3) Subsequent sabbatical leaves may be authorized only after eligibility has been re-established by service of an additional five (5) consecutive years of service as an employee of the District.
- (4) A further requirement of eligibility is the filing of a written agreement with the Assistant Superintendent of Schools stipulating that the applicant for sabbatical leave will remain in the service of the District for a period of two (2) years following the expiration of the sabbatical leave.

(b) **Purposes of Sabbatical Leave**

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

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

- (1) Formal study including accredited college/university acceptance for credit or program, which will aid in improving the educational services to the District rendered by the applicant.
- (2) Research and/or Writing: the project will be outlined, and its appropriateness for professional improvement and application to the District indicated.

- (3) Travel: a plan, including the proposed itinerary, shall be submitted stating the professional objectives which are sought through such travel.
- (4) Other reasons: a plan will be submitted stating the professional objectives of the applicant to be afforded by such leave.

(c) **Length of Leave and Filing Date**

- (1) The leave may be granted for a period of time appropriate to the purpose of the leave, but not more than one (1) school year.
- (2) 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.
- (3) 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. Said notice, if rejection, must include an explanation of why the application was denied.

(d) **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.

- (1) 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.
- (2) 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.

(e) **Conditions of Leave**

- (1) 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 leave of absence. 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.
- (2) 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. 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.
- (3) An interim report will be filed 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.
  - (4) 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.

**(f) Termination of Leave**

Sabbatical leaves may terminate under the following conditions:

1. Interruption of the leave caused by serious accident, illness, or disability. This shall not prejudice a 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 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 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.
2. 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.
3. Completion of the granted leave.

**(g) Return to Active Duty**

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

- (1) 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.

- (2) At the expiration of the sabbatical leave, the certified educator will be reinstated in 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.

(h) **Other Professional Leaves**

Leaves, other than those granted for a period of two consecutive semesters (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 Section D.1.(b) 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.

2. **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.

(a) **Annual Allowance**

- (1) Certified Educators: 15 Days
- (2) Secretaries:
  - (a) Ten Month Secretaries 10 Days
  - (b) Twelve Month Secretaries 12 Days
- (3) Part-time employees are entitled to sick days prorated according to their work schedule.

- (b) 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.
- (c) An employee who shall suffer an enforced absence 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.

- (d) 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.
- (e) 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.
- (f) The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.
  - (1) An employee who leaves the system loses his/her benefits under the cumulative sick leave plan.
  - (2) 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.

**(g) 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. A maximum of thirty (30) 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.

**(h)** The Board will provide annual written documentation to each employee for accumulated sick days and personal days. For certified educators, the Board will also provide annual written documentation to each certified educator for accumulated family illness days.

**3. 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.

**(a) Certified Educators**

(1) 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.
- (2) 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.
  - (3) Certified educators will have up to three paid unused personal days which can accumulate for severance purposes.
  - (4) Any certified educator who is reduced in force will be reimbursed for all unused sick leave at the same rate noted above.
  - (5) 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 1<sup>st</sup> and notify the Superintendent by the preceding February 1<sup>st</sup>. Late notification will delay severance payment by twelve (12) months. 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.

**(b) Secretaries**

- (1) 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.
- (2) 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.
- (3) 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 Township employees became effective 07/01/79.
  - Accrual of unused personal business days for former Borough employees became effective 07/01/88.

**4. 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.

**5. Personal Days**

**a. All Employees**

(1) 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

(2) 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.



- (3) 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.

**(b) Certified Educators**

- (1) Certified educators will have up to three paid unused personal days which can accumulate for severance purposes.
- (2) 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.

**(a) Secretaries**

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

**6. Health and Hardship**

On request of the certified educator and approval by the Board of Education, leaves of absence may be granted to certified educators with three years or more of service for purposes of restoration of personal health or the alleviation of hardship involving the certified educator or his/her family. Accumulated unused family illness days will be applied to this leave, up to a maximum of thirty (30) days. 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 concerned.

The certified educator 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 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.

**7. Disability**

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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.

## **8. Child-Bearing Leave**

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

- (a) 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.
- (b) 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.
- (c) Employees who have fewer than forty (40) accumulated sick days may apply for a Child-Rearing Leave of Absence at that point.
- (d) The employee must present medical certification if the period of disability associated with childbirth is longer than an eight (8) week period.
- (e) 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.

**9. Child-Rearing Leaves**

- (a) 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.

- (b) 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)
- (c) 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.
- (d) Leaves for child-rearing purposes shall be granted upon the birth or adoption of a child.
- (e) Child-rearing leaves shall expire on June 30 of the year for which they are granted.
- (f) 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.

- (g) Leaves of absence granted to non-tenured employees may not be extended beyond the end of the school year in which they are authorized.
- (h) 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.
- (i) 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.

**10. 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.

**11. 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 15<sup>th</sup> of the school year in which his/her leave terminates as to his/her intention to resume or resign his/her position.

**E. 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, the Preferred Provider Organization (PPO), or the Traditional Plan for all employees within the school district as of December 31, 1997.
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, or the Traditional Health Plan if they choose to select different coverage.
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>	<u>Traditional</u>
2003-2004	7.5%	7.5%	7.5%
2004-2005	7.5%	8.0%	8.0%
2005-2006	7.5%	8.5%	8.5%

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. **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.

6. 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.

7. 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.

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

9. **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.

**F. STAFF ASSIGNMENT**

**1. 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:

- (a) 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.
- (b) 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.
- (c) Persons interested in advertised positions will so indicate by means of a letter of application submitted to the contact person on the vacancy notice.
- (d) 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.
- (e) Notification of openings which occur during summer recess shall be posted online on the COIN Human Resources web page under "Employment Opportunities."

**2. Workday**

(a) 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.

**(b) Certified Educators K-12**

- (i) 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.
- (ii) Teaching schedules of all part-time certified educators shall be pro-rated according to the provisions of this article in consultation with the Association.
- (iii) 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.
- (iv) 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.

- (v) 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).
- (vi) All full time certified educators K-12 are entitled to a duty-free lunch daily.
- (vii) 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.

**(c) Certified Educators K-3**

- (i) 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.
- (ii) 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).

**(d) Certified Educators 4-5**

- (i) 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.

- (ii) 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).

**(e) Certified Educators 6-8**

- (i) 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, correcting papers, xeroxing, checking voice mail, telephoning, meeting with parents and students, consulting with colleagues, setting up labs and other learning areas.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) In extraordinary circumstances, a core certified educator of Grades 6-8 may be asked to teach a sixth class for one year or less. The compensation will be equal to 1.0 on the extra duty/extra pay guide.

**(f) Certified Educators 9-12**

- (i) 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.
- (ii) 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 asked to teach a sixth class for one year or less. The compensation will be equal to 1.0 on the extra duty/extra pay guide.
- (iii) 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.
- (iv) 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).
- (v) 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.

**(g) Secretaries**

- (i) 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.

- (ii) 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.
- (iii) Secretaries shall not be assigned a non-instructional duty (NID) except for emergency situations and only with a certified educator present.
- (iv) 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.

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.

**3. 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.

**4. 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.

**5. 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 15<sup>th</sup>, 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.

**6. Notification of Assignment**

Each certified educator will be informed of his/her intended assignment for the following year, no later than May 15th of each year whenever possible.

**7. Calendar**

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

In the contract years of 2003-04, 2004-05, and 2005-06, the number of days for certified educators and part-time secretaries shall be 187. 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.

**G. 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.

**H. REPRESENTATION FEE**

**1. 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.

**2. 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.

**3. Deduction and Transmission of Fee**

**(a) Notification**

On or about the 15<sup>th</sup> 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 1<sup>st</sup> 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.

**(b) 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.



(c) **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.

(d) **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.

(e) **Changes**

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 3a 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 received said notice.

(f) **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.

**I. 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.

Within twenty (20) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. The award of the arbitrator will be binding on both parties. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the AAA to submit a second roster of names. The parties then shall 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..."

**J. AUTOMATIC PAYROLL DEDUCTION**

1. 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.
2. Said monies and a report shall be forwarded from the Business Office to the appropriate association or associations.
3. 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 (b) or (c) 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:
  - (a) Salary is divided into twenty (20) equal installments payable on the 15th and on the last day of the month.
  - (b) Any employee may choose to have his/her salary divided into twenty four (24) equal installments. From September through June, the payments will be as outlined in paragraph (a) above. The Board will mail semi-monthly payments in July and August on the 15th and on the last day of the month.
  - (c) 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.
  - (d) 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

<b>Employees Eligible:</b>	Have worked for employer at least 1,000 base hours in preceding 12 months and employed for at least twelve (12) months.
<b>Amount of Leave:</b>	Twelve (12) weeks during any 12 month period.
<b>Type of Leave:</b>	To care for a child due to birth or adoption; to care for parent, parent of spouse, child or spouse with serious health condition.
<b>Serious Health Condition:</b>	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.
<b>Compensation During Leave:</b>	Non-paid Leave.
<b>Maintenance of Health Benefits During Leave:</b>	During leave, group health insurance to be maintained by employer.

**APPENDIX B**

**2003-04 Holidays - 12 Days  
(Secretarial/Clerical)**

**Fourth of July ..... Friday, July 4, 2003**  
**Labor Day ..... Monday, September 1, 2003**  
**Yom Kippur ..... Monday, October 6, 2003**  
**Thanksgiving & Day After .... Thursday-Friday, November 27-28, 2003**  
**Christmas & Day After ..... Thursday-Friday, December 25-26, 2003**  
**New Year's & Day After ..... Thursday-Friday, January 1-2, 2004**  
**President's Day ..... Monday, February 16, 2004**  
**Good Friday ..... Friday, April 9, 2004**  
**Memorial Day ..... Monday, May 31, 2004**

**2004-05 Holidays - 12 Days  
(Secretarial/Clerical)**

**Fourth of July (Sunday, July 4) ..... Monday, July 5, 2004**  
**Labor Day ..... Friday, September 3, Monday, September 6, 2004**  
**Rosh Hashanah ..... Thursday, September 16, 2004**  
**Thanksgiving Day & Day After . Thursday-Friday, November 25-26, 2004**  
**Christmas Day (Saturday, December 25) ..... Friday, December 24, 2004**  
**New Year's Day (Saturday, January 1) ..... Friday, December 31, 2004**  
**Martin Luther King Day ..... Monday, January 17, 2005**  
**President's Day ..... Monday, February 21, 2005**  
**Good Friday ..... Friday, March 25, 2005**  
**Memorial Day ..... Monday, May 30, 2005**



**APPENDIX B (continued)**

**2005-06 Holidays - 12 Days  
(Secretarial/Clerical)**

**Fourth of July (Sunday, July 4) ..... Monday, July 4, 2005**  
**Labor Day ..... Monday, September 5, 2005**  
**Rosh Hashanah ..... Tuesday, October 4, 2005**  
**Yom Kippur ..... Thursday, October 13, 2005**  
**Thanksgiving Day & Day After . Thursday-Friday, November 24-25, 2005**  
**Christmas Day (Sunday, December 25) ..... Monday, December 26, 2005**  
**New Year's Day (Sunday, January 1) ..... Monday, January 2, 2006**  
**Martin Luther King Day ..... Monday, January 16, 2006**  
**President's Day ..... Monday, February 20, 2006**  
**Good Friday ..... Friday, April 14, 2006**  
**Memorial Day ..... Monday, May 29, 2006**

## Certified Educators' Salary Guide

2003-2004

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>Step</u>
1	39,973	40,692	41,252	42,790	44,352	45,916	47,092	48,420	1
2	41,206	41,960	42,648	44,324	45,942	47,562	48,782	50,158	2
3	42,478	43,269	44,093	45,914	47,591	49,269	50,531	51,957	3
4	43,790	44,617	45,486	47,561	49,298	51,037	52,345	53,822	4
5	45,143	46,009	47,131	49,267	51,067	52,868	54,223	55,753	5
6	46,536	47,443	48,727	51,035	52,900	54,765	56,168	57,755	6
7	47,974	48,923	50,378	52,866	54,797	56,731	58,185	59,827	7
8	49,456	50,447	52,086	54,763	56,764	58,767	60,274	61,975	8
9	50,984	52,023	53,851	57,274	59,368	61,462	62,978	64,867	9
10	52,559	53,646	55,676	59,901	62,090	64,282	65,805	67,896	10
11	54,655	55,838	58,007	62,648	64,940	67,231	68,758	71,066	11
12	56,835	58,121	60,437	65,522	67,919	70,316	71,845	74,383	12
13	59,101	60,497	62,968	68,529	71,035	73,543	75,071	77,857	13
14	62,326	63,915	66,908	72,947	75,603	78,280	79,793	82,656	14
15	65,551	67,334	70,847	77,365	80,172	83,018	84,515	87,454	15
16	68,597	70,574	74,610	81,621	84,577	87,592	89,075	92,089	16

**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.

## Certified Educators' Salary Guide

2004-2005

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>Step</u>
1	41,068	41,801	42,376	43,957	45,561	47,168	48,376	49,740	1
2	42,329	43,104	43,811	45,533	47,195	48,859	50,111	51,525	2
3	43,636	44,448	45,295	47,166	48,888	50,612	51,909	53,374	3
4	44,984	45,834	46,829	48,858	50,642	52,428	53,772	55,289	4
5	46,373	47,263	48,416	50,610	52,459	54,309	55,701	57,273	5
6	47,805	48,736	50,056	52,426	54,342	56,258	57,700	59,329	6
7	49,281	50,257	51,751	54,307	56,291	58,277	59,771	61,458	7
8	50,804	51,823	53,506	56,256	58,312	60,369	61,917	63,665	8
9	52,374	53,441	55,319	58,836	60,986	63,137	64,695	66,636	9
10	53,992	55,108	57,193	61,534	63,783	66,034	67,599	69,747	10
11	56,144	57,360	59,588	64,356	66,710	69,064	70,632	73,003	11
12	58,384	59,705	62,084	67,308	69,770	72,233	73,804	76,411	12
13	60,712	62,146	64,684	70,397	72,972	75,547	77,117	79,979	13
14	64,025	65,658	68,731	74,935	77,664	80,414	81,968	84,909	14
15	67,338	69,170	72,779	79,474	82,357	85,281	86,819	89,838	15
16	70,106	72,126	76,251	83,417	86,437	89,519	91,034	94,115	16

**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.

## Certified Educators' Salary Guide

2005-2006

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>Step</u>
2	43,630	44,405	45,112	46,834	48,496	50,160	51,412	52,826	2
3	44,937	45,749	46,596	48,467	50,189	51,913	53,210	54,675	3
4	46,285	47,135	48,130	50,159	51,943	53,729	55,073	56,490	4
5	47,674	48,564	49,717	51,911	53,760	55,610	57,002	58,574	5
6	49,106	50,037	51,357	53,727	55,643	57,559	59,001	60,630	6
7	50,582	51,558	53,052	55,608	57,592	59,578	61,072	62,759	7
8	52,105	53,124	54,807	57,557	59,613	61,670	63,218	64,966	8
9	53,675	54,742	56,620	60,171	62,324	64,482	66,042	67,913	9
10	55,293	56,409	58,494	62,904	65,158	67,423	68,992	70,995	10
11	57,437	58,667	60,889	65,761	68,121	70,498	72,074	74,216	11
12	59,663	61,014	63,521	68,748	71,219	73,713	75,294	77,583	12
13	61,977	63,456	66,266	71,871	74,457	77,074	78,658	81,103	13
14	64,379	65,996	69,130	75,135	77,844	80,589	82,172	84,783	14
15	66,875	68,637	72,118	78,548	81,384	84,265	85,843	88,630	15
16	69,468	71,384	75,235	82,116	85,085	88,108	89,678	92,652	16
17	72,161	74,241	78,487	85,845	88,954	92,126	93,685	96,855	17

**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.

# Secretaries' Salary Guide

## 10 Month Secretaries

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
<u>Step</u>		<u>Step</u>	<u>Step</u>
1	20,200	1 20,680	2 22,542
2	20,953	2 21,404	3 23,286
3	21,686	3 22,153	4 24,056
4	22,445	4 22,929	5 24,850
5	23,245	5 23,731	6 25,672
6	24,195	6 24,485	7 26,520
7	25,145	7 25,435	8 27,396
8	26,095	8 26,385	9 28,301
9	26,880	9 27,335	10 29,236
10	28,100	10 28,340	11 30,202
11	29,320	11 29,445	12 31,200
12	30,540	12 30,690	13 32,448
13	31,860	13 32,105	14 33,746
14	33,750	14 33,620	15 35,096
15	34,800	15 35,235	16 36,500
16	36,420	16 36,950	17 37,960
17	38,140	17 38,765	18 39,565
17	38,140	17 38,765	18 39,565
<b>Part Time Hourly Rate</b>	<b>\$15.43</b>	<b>\$16.36</b>	<b>\$17.80</b>

# Secretaries' Salary Guide

## 12 Month Secretaries

<u>2003-04</u>		<u>2004-05</u>		<u>2005-06</u>	
<u>Step</u>		<u>Step</u>		<u>Step</u>	
1	25,130	1	25,126	2	27,050
2	25,740	2	26,006	3	27,944
3	26,580	3	26,916	4	28,867
4	27,470	4	27,858	5	29,821
5	28,370	5	28,833	6	30,806
6	29,280	6	29,749	7	31,824
7	30,430	7	30,904	8	32,875
8	31,475	8	32,058	9	33,961
9	32,790	9	33,212	10	35,083
10	34,120	10	34,433	11	36,243
11	36,011	11	35,776	12	37,440
12	37,738	12	37,288	13	38,938
13	39,251	13	39,008	14	40,495
14	41,554	14	40,848	15	42,115
15	42,110	15	42,811	16	43,800
16	44,070	16	44,894	17	45,551
17	46,150	17	47,099	18	47,478
		17	47,099	18	47,478

# Secretaries' Salary Guide

## 12 Month Executive Secretaries

### 2003-04

#### Step

1	28,450
2	29,140
3	30,100
4	31,110
5	32,120
6	33,150
7	34,450
8	35,750
9	37,240
10	38,630
11	39,800
12	41,740
13	43,650
14	45,890
15	48,034
16	49,900
17	52,250

### 2004-05

#### Step

1	28,330
2	29,322
3	30,348
4	31,410
5	32,509
6	33,542
7	34,844
8	36,145
9	37,447
10	38,823
11	40,337
12	42,043
13	43,981
14	46,056
15	48,269
16	50,618
17	53,105
17	53,105

### 2005-06

#### Step

2	30,837
3	31,856
4	32,908
5	33,995
6	35,119
7	36,279
8	37,478
9	38,716
10	39,995
11	41,317
12	42,682
13	44,389
14	46,164
15	48,011
16	49,931
17	51,929
18	54,125
18	54,125

## LONGEVITY

Employees shall receive longevity awards according to the following:

### **Certified Educators**

	<b><u>2003/2004</u></b>	<b><u>2004/2005</u></b>	<b><u>2005/2006</u></b>
▪ Upon completion of 15-19 years of continuous service to the District	\$1,500	\$1,500	\$1,700
▪ Upon completion of 20-24 years of continuous service to the District	\$2,000	\$2,000	\$2,200
▪ Upon completion of 25 years or more of continuous service to the District	\$2,500	\$2,500	\$2,700

### **Secretaries - 12 Month**

	<b><u>2003/2004</u></b>	<b><u>2004/2005</u></b>	<b><u>2005/2006</u></b>
▪ Upon completion of 15-19 years of continuous service to the District	\$1,000	\$1,000	\$1,200
▪ Upon completion of 20-24 years of continuous service to the District	\$1,500	\$1,500	\$1,700
▪ Upon completion of 25 years or more of continuous service to the District	\$2,000	\$2,000	\$2,200

### **Secretaries - 10 Month**

	<b><u>2003/2004</u></b>	<b><u>2004/2005</u></b>	<b><u>2005/2006</u></b>
▪ Upon completion of 15-19 years of continuous service to the District	\$800	\$800	\$1,000
▪ Upon completion of 20-24 years of continuous service to the District	\$1,200	\$1,200	\$1,400
▪ Upon completion of 25 years or more of continuous service to the District	\$1,600	\$1,600	\$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.)*



## Extra Duty/Extra Pay Guide

### Sports

<u>Coaches</u>	<u>Ratio</u>		<u>Ratio</u>
Baseball - Head	0.75	Lacrosse - Assistant Boys	0.60
Baseball - Assistant	0.60	Lacrosse - Head Girls	0.75
Baseball - Assistant	0.60	Lacrosse - Assistant Girls	0.60
Basketball - Head Boys	0.85	Lacrosse - Assistant Girls	0.60
Basketball - Assistant	0.60	Soccer - Head Boys	0.75
Basketball - Assistant	0.60	Soccer - Assistant Boys	0.60
Basketball - Head Girls	0.85	Soccer - Assistant Boys	0.60
Basketball - Assistant	0.60	Soccer - Head Girls	0.75
Cheerleading/Fall - Head	0.60	Soccer - Assistant Girls	0.60
Cross Country - Head (Boys)	0.65	Soccer - Assistant Girls	0.60
Cross Country - Head (Girls)	0.65	Softball - Head	0.75
Field Hockey - Head	0.75	Softball - Assistant	0.60
Field Hockey - Assistant	0.60	Swimming - Head	0.85
Field Hockey - Assistant	0.60	Swimming - Assistant	0.60
Football - Head	1.00	Tennis - Head Boys	0.65
Football - Assistant	0.60	Tennis - Assistant Boys	0.40
Football - Assistant	0.60	Tennis - Head Girls	0.65
Football - Assistant	0.60	Tennis - Assistant Girls	0.40
Football - Assistant	0.60	Track - Head Boys	0.75
Golf - Head	0.65	Track - Assistant Boys	0.60
Ice Hockey - Head	0.85	Track - Head Girls	0.75
Ice Hockey - Assistant	0.60	Track - Assistant Girls	0.60
Ice Hockey - Assistant	0.60	Volleyball - Head	0.75
Indoor Track - Head	0.75	Volleyball - Assistant	0.60
Indoor Track - Assistant	0.60	Wrestling - Head	0.85
Lacrosse - Head Boys	0.75	Wrestling - Assistant	0.60

## Extra Duty/Extra Pay Guide

### High School Activities

<u>Activity</u>	<u>Ratio</u>	<u>Activity</u>	<u>Ratio</u>
Academic Team Advisor	0.30	National Honor Society	0.25
Band Front Advisor	0.40	Newspaper Advisor	0.75
Computer League Advisor	0.25	Orchestra Director/HS	0.30
Concert Band Director	0.30	Orchestra - District-wide	0.25
Concert Choir Director	0.30	PAC Advisor	0.50
Drama Production Director	0.60	PAC Advisor - Assistant	0.25
Drama Assistant	0.25	Pep Club Advisor	0.45
ERASE Advisor	0.30	Pep Club Advisor - Assistant	0.25
Forensic Advisor	0.30	Percussion Advisor	0.40
Freshman Class Advisor	0.25	Photography Club	0.25
Junior Class Advisor	0.30	Publicity Advisor	0.25
Key Club Advisor	0.75	Science League Advisor	0.25
Key Club Advisor - Assistant	0.40	Senior Class Advisor	0.35
Literary Magazine Advisor	0.25	Sophomore Class Advisor	0.25
Marching Band Director	0.75	Stage Band Advisor	0.50
Marching Band Assistant	0.55	Student Council Advisor	0.50
Math League	0.30	Yearbook Advisor	1.00
Mock Trial Advisor	0.30	Yearbook Advisor - Assistant	0.30
Model UN/Congress Advisor	0.60		
Musical Production Director	0.65		
First Assistant	0.25		
Second Assistant	0.25		
Third Assistant	0.25		
Fourth Assistant	0.25		

## Middle School Activities

<u>Activity</u>	<u>Ratio</u>
All School Production	0.50
Choreographer	0.20
Costume/Makeup	0.10
Music & Chorus Director	0.20
Publicity & Stage Crew	0.10
Stage Design	0.10
AV Coordinator	0.10
Band Director	0.15
Builder's Club Advisor	0.30
Bus Supervisor	0.20
Bus Supervisor	0.20
Chess Club Advisor	0.10
Chorus Director	0.15
Critic's Club Advisor	0.10
Culture Club Advisor	0.10
Cybermaster Computer Club Advisor	0.15
Debate Club Advisor	0.10
Math League Advisor	0.20
Newspaper Advisor	0.10
Orchestra Director	0.15
Photography Club Advisor	0.10
PRO Advisor	0.10
Science Club Advisor	0.15
Stage Band Advisor	0.50
Student Council Advisor	0.20
Yearbook Advisor	0.50
After School Intramurals-Fall/Spring - \$500/Season	

## Elementary School Activities

<u>Activity</u>	<u>Ratio</u>
<b>Milton Avenue School:</b>	
Play Area/Bus Supervisor	0.20
Play Area/Bus Supervisor	0.20
Handbell/Chorus	0.25
<b>Southern Boulevard School:</b>	
Play Area/Bus Supervisor	0.20
Play Area/Bus Supervisor	0.20
Handbell/Chorus	0.25
<b>Washington Avenue School:</b>	
Play Area/Bus Supervisor	0.20
Play Area/Bus Supervisor	0.20
Handbell/Chorus	0.25
<b>Lafayette School:</b>	
Environmental/Ecology Club	0.10
Head Show (Two Shows)	0.50
Math Olympiad Advisor	0.10
Mini Marathon	0.10
Photography Club Advisor	0.10
Play Area/Bus Supervisor	0.20
Play Area/Bus Supervisor	0.20
Play Area/Bus Supervisor	0.20
Play Area/Bus Supervisor	0.20
Play Area/Bus Supervisor	0.20
Science Advisor	0.10
Special Program Director	0.30
Yearbook Club Advisor	0.30

## Extra Duty/Extra Pay Guide

### Leadership Positions

#### House Leaders

<u>School</u>	<u>Grade</u>	<u>House</u>	<u>Ratio</u>
Middle School	6	A	0.435
	6	B	0.435
	7	A	0.435
	7	B	0.435
	8	A	0.435
	8	B	0.435

#### Team Leaders

<u>School</u>	<u>Grade</u>	<u>Ratio</u>
Southern Boulevard	K	0.435
	1	0.435
	2	0.435
Washington Avenue	3	0.435
	K-3	0.435
	K-3	0.435
Milton Avenue	K-3	0.435
	K-3	0.435
Lafayette	4	0.435
	4	0.435
	5	0.435
	5	0.435

#### DISTRICT GRADE LEVEL LEADERS

<u>Grade</u>	<u>Ratio</u>
K	0.109
1	0.109
2	0.109
3	0.109

**NEGOTIATIONS AGREEMENT**

**2003/2004 ■ 2004/2005 ■ 2005/2006**

**NEGOTIATIONS AGREEMENT**

**2003-04 ■ 2004-05 ■ 2005-06**

*Between The*

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

*And The*

**ASSOCIATION OF CHATHAM TEACHERS AND SECRETARIES**

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BOARD OF EDUCATION  
SCHOOL DISTRICT OF THE CHATHAMS

By \_\_\_\_\_  
Gerald J. Helfrich  
President

Date: February 23, 2004

ATTEST:

\_\_\_\_\_  
Vincent D. Yaniro, Secretary

Date: February 23, 2004

ASSOCIATION OF CHATHAM TEACHERS AND SECRETARIES

By \_\_\_\_\_  
Joel A. Kuhn  
President

Date: February 23, 2004

ATTEST:

\_\_\_\_\_  
James F. O'Neill

\_\_\_\_\_  
Samantha Landers

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**Extra Duty/Extra Pay Guide**

1 = \$7,998 (2003/04)  
1 = \$8,158 (2004/05)  
1 = \$8,321 (2005/06)

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