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AGREEMENT

1988-89, 1989-90, 1990-91

BETWEEN

CHERRY HILL ASSOCIATION OF SCHOOL ADMINISTRATORS

AND

Cherry Hill Township
BOARD OF EDUCATION OF THE

TOWNSHIP OF CHERRY HILL

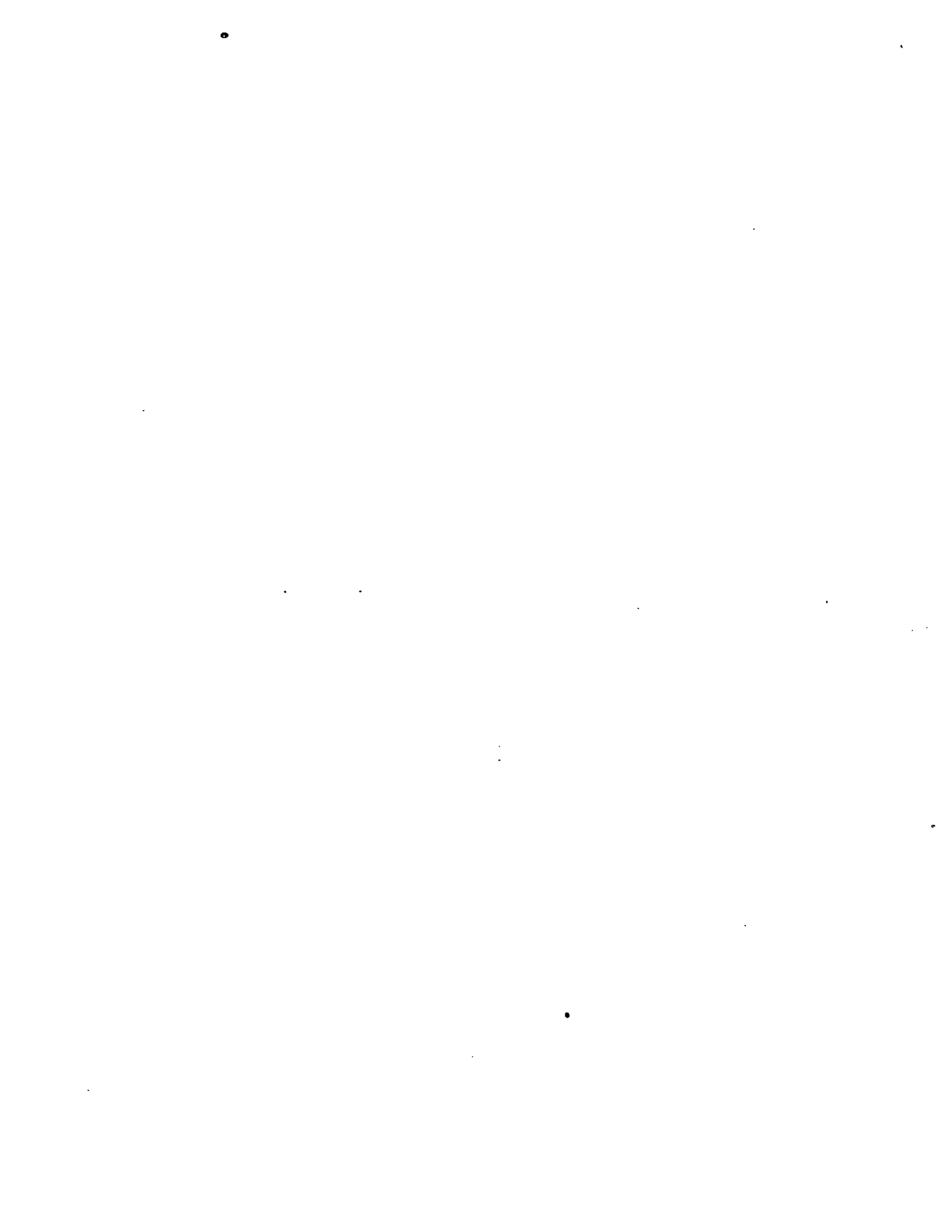
May, 1988

X July 1, 1988 - June 30, 1991



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ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified and non-certified personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including only:

Principals
Assistant Principals
Coordinators
Directors
Administrative Aide

- B. Unless otherwise indicated, the term "administrator" when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male administrators shall include female administrators.

ARTICLE II

Negotiation Procedure

- A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment.

- B. Negotiating Team Authority

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, subject to the right of the Board and Association to ratify and affirm the tentative arrangements of their respective negotiating representatives.

- C. Maintaining Current Benefits

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

D. Modification

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. 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 and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed 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.

ARTICLE III

Grievance Procedure

A. Definition

The term "grievance" means a complaint or claim that there has been a misapplication, misinterpretation or violation of any term or provision of this contract or administrative decision affecting a member or group of members.

B. Procedure

1. Filing A Grievance

A grievance may be filed by an individual member, a group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within sixty (60) work days of the happening of the event.

2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall constitute acceptance of a grievance. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

3. Informal Attempt to Resolve

An individual administrator who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the

problem is not resolved to the satisfaction of the Association within five (5) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this Section B shall become applicable.

4. Level One -- Immediate Superior

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, he shall set forth his grievance to the immediate supervisor specifying:

- a. The nature of the grievance;
- b. The nature and extent of the injury, loss, or inconvenience
- c. The result of the previous discussions;
- d. His dissatisfaction with decisions previously rendered. The immediate supervisor shall communicate his decision to the grievant in writing within seven (7) work days of receipt of the written grievance.

5. Level Two -- Superintendent of Schools

The grievant, no later than five (5) work days after receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing reciting the matter submitted to the immediate supervisor as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) work days. The Superintendent shall communicate his decision in writing to the grievant and the immediate superior.

6. If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and may at the option of the Board, hold a hearing with the grievant and shall render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.

7. Level Four -- Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within ten (10) work days after the receipt of the decision which is being appealed. Where, however, the grievant elects so to proceed without the Association's concurrence, the costs shall be borne by the grievant.

The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the Public Employment Relations Commission.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between parties. The opinion and award shall be advisory only. Only the Board, the aggrieved, and the appropriate officials of the Association shall be given copies of the arbitrator's Opinion and Award.

8. Right to Representation

Rights of administrators to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or at his option, by a representative of his choice.

The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

9. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

10. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public except as provided by law. The only parties in attendance shall be the parties in interest, witnesses, and the designated or selected representatives contemplated in this Article.

C. Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. Time lost by any grievant due to the arbitration proceedings shall be charged to personal time or shall be without pay unless the grievant prevails in such proceedings.

D. The following matters shall not be grievable:

1. The termination of or nonrenewal of the contract of a non-tenured administrator.
2. In matters where a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or the State Board of Education.
3. In matters where the Board is without authority to act.
4. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to administrators under provisions of State Law.

ARTICLE IV

Administrator Rights

A. Rights and Protection in Representation

Pursuant to Chapters 123, Public Law 1974, the Board hereby agrees that every employee of the Board eligible for membership in the Cherry Hill Association of School Administrators shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapters 123, Public Law 1974, or other laws of New Jersey or

the Constitutions of New Jersey and the United States; that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he may have under New Jersey Laws or other applicable laws. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.

C. Required Meetings or Hearings

Whenever any administrator is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter that could result in the termination of employment or suspension of that administrator, then he shall be given prior written notice of the reasons for such meeting or interview and shall have the right to have a representative of the Association and/or an attorney present to advise him and represent him during such meeting or interview. Any suspension shall be with pay until formal determination by the Board of Education.

D. Criticism of Administrators

Any derogatory statements by a superior or Board member of an administrator(s) shall not be made at any public Board meeting and shall not be made in the presence of teachers, parents or students unless required by law or requested by the administrator.

ARTICLE V

Association Rights and Privileges

A. Information

The Board agrees to make available to the Association in response to reasonable requests from time to time all information that is considered a matter of public record.

B. Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, he shall suffer no loss in pay and/or benefits.

C. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies, and equipment repair incident to such use.

E. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as exclusive representative of the administrators, as defined in the unit, and to no other organization.

ARTICLE VI

Association -- Liaison Meetings

A. Meetings With the Superintendent

In order to properly implement effective and continuing communication on subjects related to current school practices and problems, the President of the Association and/or his representative(s) shall have the right to request meetings with the Superintendent or his designated representatives.

ARTICLE VII

Administrative Positions

There shall be no reduction in administrators in the unit except for just cause. Just cause may include reduction in pupil enrollment or organizational changes. In the event of reduction in administrators, every attempt will be made to place the person(s) involved in a professional position within the district.

The Board recognizes that positions reduced could result in a change in services associated with such positions.

ARTICLE VIII

Leaves of Absence

A. Sick Leave

1. All administrators shall be allowed twelve days absence as of July 1 in any school year for personal illness, without deduction of pay, with the exception of ten (10) month employees, who shall be allowed ten (10) days. The number of unused days in any year shall accumulate from year to year, as long as the employment is continuous.
2. When an administrator retires from the Cherry Hill School District pursuant to the provisions of the state Pension Annuity Fund, such administrator shall be paid \$38.50 per day for each day of accumulated unused sick leave days that have accumulated as a result of employment in the Cherry Hill School District. In the event of the death of an administrator while under contract on sabbatical leave or on leave of absence, the money for the accumulated unused sick leave will be given to his or her estate. (Effective July 1, 1986).

B. Temporary Leaves of Absence

All administrators shall be entitled to the following leaves of absence with pay during each school year.

1. In the event of a death in the immediate family, an allowance of up to five (5) days' leave shall be granted. "Immediate family" shall be husband, wife, child, stepchild, father, mother, brother, sister, father-in-law, mother-in-law, or any member of the administrator's immediate household.
2. An allowance of one (1) day shall be granted to attend the funeral of other relatives of the administrator. This leave may be extended by the use of personal leave provided for in Section B-3.
3. Absence of two (2) days per year may be granted to an administrator for personal business which cannot be performed other than during employment hours. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year.
4. In case of required jury duty, an administrator shall be allowed time off for jury service. He shall be paid the difference between his regular pay and jury pay.

5. In the event of required appearance in a court of law involving no moral turpitude on the part of the administrator.
6. Administrators may make application to the Board for leave to attend professional conventions, conferences and meetings. The Board may, in its discretion, approve such applications which may include reimbursable expenses.
7. On religious holidays when schools are closed, administrators are entitled to take the religious holiday without being charged a personal day or vacation day.

C. Maternity Leave

1. The parties recognize that the impact of the statutory prescription against discrimination based on sex remains to be developed judicially. This section, accordingly, is entered subject to the possibility that a judicial construction may require other terms.
2. Until, however, there is a contrary declaration made by a court or tribunal of competent jurisdiction, the provisions here specified shall remain in effect.
3. Pregnancy alone shall not be grounds for suspension or termination of service.
4. However, pregnancy shall be a valid ground for such suspension or termination if any one of the additional conditions specified also exists:
 - a. A notable and substantial decrease in performance;
 - b. The failure of the woman involved to produce a certification from her obstetrician that she is medically able to continue to work;
 - c. The agreement of the Board's physician and the administrator's physician that she cannot continue without detriment to her own health or the health of the prospective child;
 - d. Disagreement between the Board's physician and the administrator's obstetrician on such ability or inability and reference of the question to an obstetrician engaged at the joint expense of the administrator and Board for final and binding resolution.

5. By reason of her pregnancy, an administrator shall be granted, at her request, without pay, a leave of absence. Application may be made at any time prior to the expected date of birth and continue to a reasonable requested date after the birth. Following the grant of such a leave to any administrator, the date of return of that administrator shall be further extended in the discretion of the Board of Education for an additional reasonable period of time at the administrator's request for reasons associated with the pregnancy or birth or for other proper cause. However, the Board of Education need not grant or extend the leave of absence of any non-tenured administrator beyond the end of the contract school year in which that leave is obtained. No tenured or non-tenured administrator shall be barred from returning to work after the birth of her child solely on the ground that there has not been a time lapse between that birth and her desired date of return or that a new school year has not begun, except as provided above. This shall not be construed to require the Board to grant tenure to any non-tenured administrator who would not have been granted tenure in the absence of this provision or to offer a contract for a new school year to any non-tenured administrator who would not have otherwise been offered such a contract.
6. A male administrator shall be entitled to leave of absence with pay for the day on which his child is born and also for the day on which the child and mother return from the hospital.

D. Other Leaves of Absence

1. Other leaves of absence, without pay, may be granted by the Board at its discretion.

ARTICLE IX

Sabbatical Leave

Administrators will be permitted to engage in study in the educational field on a sabbatical leave subject to the following conditions:

1. Such leaves shall be limited to two (2) administrators per school year.
2. To be eligible for such leave, the administrator must have been employed continuously by the Board for seven (7) years.
3. Such leave shall be for the period of one (1) school year or less.

4. An administrator on sabbatical leave shall be paid at seventy-five per cent (75%) of the salary he would have received had he remained on active duty in the district. Salary payments shall be made at regular salary payment dates.
5. Prior to the end of the current school year, the Superintendent shall make every effort to notify the administrator whether the administrator shall be returning to the same assignment at the end of the sabbatical leave. Upon return from such leave, an administrator shall be eligible for all salary and other benefits (except vacation) at the level which he would have achieved had he remained on active duty in the district. An administrator on sabbatical leave shall not earn vacation during the sabbatical leave year and shall take vacation time earned for the year preceding the sabbatical leave year during the year succeeding the sabbatical leave year.
6. It is anticipated that an administrator returning to active duty from a sabbatical leave will remain with the district for a minimum period of two (2) years.
7. Application for such leave shall be made on or before February 1 in the year preceding the school year for which the leave is requested.
8. The selection of the successful applicants will be by the Superintendent of Schools according to the following criteria:
 - a. Benefit to the administrative assignment in the district.
 - b. Benefit to the district.
 - c. If a. and b. are equal between candidates, seniority shall prevail.

ARTICLE X

Holidays and Vacations

A. Holidays

1. Administrators are entitled to the following paid holidays:

New Year's Day

Good Friday

*Day during Easter Recess

Memorial Day

July 4

Labor Day

Thanksgiving Day and day following

Christmas Day

*Day during Christmas Recess

*One additional day

Two days for attendance at the NJEA Convention or the NJCSA Convention provided the days coincide

*As coordinated with immediate supervisor

B. Vacations

1. All twelve month administrators are entitled to twenty (20) vacation days per contract year, to accrue during the year, to be taken during the subsequent contract year and to be non-cumulative. Scheduling must be approved by the immediate supervisor.
2. In the event an unanticipated workload prevents an administrator from taking his duly accrued vacation days within the requirements set forth in this agreement, he may petition the Superintendent for permission to carry over a maximum of five (5) vacation days into the subsequent school year or petition to be reimbursed for a maximum of five (5) vacation days at the rate of 1/400th per day. Carry-over days, if granted, shall be in addition to the usual vacation time accrued in accordance with Subsection B.1 of this Article.

C. Separation from Service

1. An administrator who is entitled to vacation days and who dies while on sabbatical leave, on leave of absence or before his contract period is completed shall have payment for his prorated vacation days given to his estate.

ARTICLE XI

Administrative Vacancies

A. Notice

A notice of vacancy in an administrative position shall be sent to each administrator and a copy shall be sent to the Association. The notice of vacancy shall set forth the position, its qualifications, its duties and the rate of compensation. It is understood that the qualifications for any such position shall not be changed while applications therefore are pending.

B. Substitute Administrator

In the event an administrator is unable to work for a period of time, the Superintendent will consider a request from the building principal to appoint a substitute administrator until the administrator is able to resume his duties.

C. Additional Assignments

In the event a building administrator is assigned additional duties by the Board, outside of his building, to cover the duties of an absent administrator, the assigned administrator shall be paid \$125.00 per week.

ARTICLE XII

Professional Development

A. Tuition Reimbursement, Graduate Study

Reimbursement of tuition costs for graduate study will be made to members of the Cherry Hill Association of School Administrators at the rate of 100% of the cost, or up to \$125.00 per credit hour, whichever is the lesser amount, for those graduate studies successfully completed after July 1, 1986, as attested to by an official grade slip from the college or university attended. In no event shall such reimbursement exceed two thousand, five hundred dollars (\$2,500) per school year.

It is further understood that reimbursable costs shall be for graduate study directly related to the improvement of the administrator in his employment by the Cherry Hill Board of Education. The Superintendent of Schools shall and is hereby authorized to eliminate from recommendation for reimbursement those graduate studies considered contrary to the intent of this policy statement.

ARTICLE XIII

Salaries

Salaries for administrators for the 1988-89, 1989-90, and 1990-91 school years shall be set forth as stated below and in Schedule A attached hereto and made part hereof.

1. 1988-89

- A. 9.0% increase across the board for all members.
- B. Study of consultant's report and work jointly to develop an administrative performance compensation system which will establish five (5) compensation levels. Said performance compensation system shall be mutually agreeable to both CHASA and the Board of Education. Agreement to said performance compensation system shall be reached by April 1, 1989. The district will provide training in the system to CHASA members.

2. 1989-90

- A. 8.3% increase across the board for all members.
- B. A \$1500 or \$3000 performance compensation stipend will be paid at the end of the year for members of CHASA who volunteer to pilot the new program and who receive an "E" or "O" rating respectively. The performance compensation stipend does not become part of base salary.
- C. Recommended revisions to performance compensation system shall be mutually agreed upon and implemented during the 1990-91 school year.

3. 1990-91

- A. 7.95% increase across the Board for all members.
- B. Level C percentage increase above 7.95% shall be determined by comparing the 1989-90 average percentage increase** for the state district factor groups H, I, and J with the 1988-89 average percentage increases for said districts. This calculation shall be completed no later than April 1, 1990.
- C. If the 7.95% is exceeded by the state district factor groups H, I, and J increases and other salary sources, then for each 1% above 7.95% the CHASA rate will be increased by 1/4%.

- D. Implementation of administrative performance system as indicated in 1.B above shall begin. Compensation levels to be "O" -- outstanding; "E" - excellent; "C" - competent; "NI" - needs improvement; and "U" - unsatisfactory.

Level "E" - \$1500 above Level "C" percentage
Level "O" - \$3000 above Level "C" percentage
Level "*" - \$1500 below Level "C" percentage

*"NI" or "U"

**Principals and Assistant Principals

- E. Dollar increases or decreases for levels "E", "O", "NI", or "U" do not become part of or impact on future base calculations for Level "C" increases.

EXAMPLES

If two staff members, X and Y, were at the same salary and person X received a "C" or higher rating and person Y received an "NI" or "U" (for year a), person Y would lose \$1500 for the ensuing year (year b).

Since member Y's salary was reduced to an "NI" or "U" rating for the current year (year b) the raise for the following year (year c) shall be based on his or her salary without the reduction factor being considered as long as his or her rating (during year b) was a "C" or higher. Thus both members will receive the same amount of increase (for year c).

- F. Performance reports which will determine increases or decreases shall be completed by May 31, 1991 and earned increases will be dispersed by July 15, 1991.***

***Lump sum, TSA# or IRA#

#if allowed by auditors and solicitor

ARTICLE XIV

Deductions from Salary

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its administrators, dues for any one or combination of associations as said administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, (NJSA 52:14-159e) and under rules established by the State Department of Education. The

person designated shall distribute such monies to the appropriate association or associations.

2. Each of the associations shall certify to the Board in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Local, State and National Services

The Board agrees to deduct from administrators' salaries money for local, state and/or national association services and programs as said administrators individually and voluntarily authorize the Board to deduct and to transmit monies promptly to such association or associations. Any administrator may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and appropriate association.

C. Tax Sheltered Annuity

An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of R.S. 18A:66-127, et seq., and the terms of a group contract approved by the Board.

ARTICLE XV

Miscellaneous Provisions

A. Use of Automobiles

Administrators required to use their own automobiles in performance of their duties shall be reimbursed at a rate consistent with other employees of the district.

B. Legal Application

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Fringe Benefits

1. Administrators shall be included in the prescription drug program as established by the Board.

2. Administrators shall be included in the dental plan as established by the Board for teaching staff members.
3. Effective December 1, 1981, administrators shall be included in the medical benefits plan as stated below:

Blue Cross -- expanded/23, Rider J 365/365, \$400 x-ray and lab, non-member rider;

Blue Shield -- UCR/23, Rider J 365/365, \$400 x-ray and lab;

Major Medical -- Family \$100 aggregate deductible calendar year

Catastrophic -- 80% to first \$2,000 then 100% unlimited.

D. Transfer -- Salary Consideration

Upon transfer of an administrator to another unit position, the Superintendent or his designated representative shall, within sixty (60) days of the transfer, discuss the salary implications of the transfer with the administrator involved. At the discussion, the administrator may be accompanied by a representative of the Association if the administrator so desires.

ARTICLE XVI

Duration of Agreement

This Agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1991 subject to the Association's right to negotiate over a successive agreement as provided in Article II. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

IN WITNESS WHERE, the parties hereto have caused this Agreement to be signed by their respective presidents and secretaries this First day of July, 1988.

ATTEST:

Sydney J. Mallach
Secretary

CHERRY HILL ASSOCIATION OF
SCHOOL ADMINISTRATORS

By: *Anthony R. Cost*
President

ATTEST:

Edward D. Keenan
Assistant Board Secretary

CHERRY HILL BOARD OF EDUCATION

By: *Deanne Steelman*
Board President