

SEPTEMBER 26, 2003

AGREEMENT

between

CHERRY HILL ASSOCIATION OF SCHOOL ADMINISTRATORS  
(CHASA)

and the

BOARD OF EDUCATION OF THE  
TOWNSHIP OF CHERRY HILL

July 1, 2003 - June 30, 2006

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**ARTICLE 1  
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, in the following categories:

Principal  
Assistant Principal  
Coordinator  
Directors on the Building Level  
Administrative Aide  
Supervisor

excluding confidential, managerial executives, and all other employees.

- 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.
- C. The term "Director" is used on two levels within the District: the building level and the Central office level. As of the date of the 2003-2006 Memorandum of Agreement, there are two Central office Director titles, Director of Special Education and Director of Curriculum. Neither position is in the unit. Future building-level Director positions will be included in the unit unless otherwise agreed to be excluded by the parties through negotiations.

**ARTICLE 2  
NEGOTIATION PROCEDURE**

- A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1 et seq., 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 3  
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 thirty (30) work days of the happening of the event.

2. Failure to Communicate a Decision

Failure of the immediate supervisor or the Superintendent to respond to the grievance within the specified time limit shall automatically result in advancement of the grievance to the next step. Failure of the Board to

comply with its timeline will allow the Association to seek arbitration if it so chooses.

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 Supervisor

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.

All written grievances shall include the date or dates of the contract violation; the date or dates of any discussion between the grievant and any supervisor with the respect to the matter being grieved; a description of the matter being grieved including the contract or Board Policy allegedly being violated; and, the specific remedy being sought by grievant.

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. Level Three -- Board of Education

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.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.

8. Right to Representation

Rights of administrators to representation shall be as follows:

- a. Any grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative(s) of his/her choice.
- b. 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.
- c. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her 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 4**  
**ADMINISTRATOR RIGHTS**

A. Rights and Protection in Representation

Pursuant to N.J.S.A. 34:13A-1 et seq., 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 N.J.S.A. 34:13A-1 et seq., 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 5  
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 6  
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 7  
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 8  
LEAVES OF ABSENCE**

A. Sick Leave

1. All administrators shall be allowed twelve (12) 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 \$60.00 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 three (3) days per year may be granted to an administrator for personal business which cannot be performed other than during employment hours. A maximum of two (2) unused personal days per school year shall accumulate for the purpose of sick leave from year to year, and the third personal day shall be non-accumulative; provided, however, that the two accumulative days shall be utilized first in any school year, and administrators may not use the third personal leave day in any school year until the two accumulative days have been exhausted.
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 meeting. 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 provision 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 to work 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.

D. Other Leaves of Absence

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

**ARTICLE 9  
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 one (1) administrator 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/she would have received had he/she 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 the administrator would have achieved had he/she 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 applicant 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.

**NOTE:**

The parties agree to freeze sabbaticals and to suspend the application of this Article 9 for the period of this Agreement and for any succeeding period during which the professional development plan ("PDP") described in Article 12, B is in effect, it being understood that the provisions of Article 9 and Article 12, B. are mutually exclusive and will not at any time coexist. In the event there is no continuation of the PDP at the conclusion of the term of this Agreement, then the provisions of Article 9 shall become effective immediately at such time.

**ARTICLE 10  
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 4th

Labor Day

Thanksgiving Day and day following

Christmas Eve Day

Christmas Day

\*Day during Christmas Recess

New Year's Eve Day

\*One additional day

Two days for attendance at the NJEA Convention or the  
NJPSA 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 1/250th 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, and shall be utilized no later than July 31st of the year in which they are carried over.

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.
2. An administrator who is entitled to vacation days and who resigns or retires during the contract year shall receive severance pay equal to his prorated vacation days.

**ARTICLE 11  
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 therefor 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 12  
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 the current Rutgers University in-State graduate tuition rate per credit hour, whichever is the lesser amount, for those graduate studies successfully completed after July 1, 2000, as attested to by an official grade slip

from the college or university attended. In no event shall such reimbursement exceed \$3,500 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.

**B. Professional Development Plan**

1. All administrative professional development shall be directly related to the District Goals and Job Accountabilities established pursuant to the performance compensation plan ("PCP") established in Article 13. Attendance at or participation in activities such as courses, conferences, workshops, seminars and similar functions shall be conditioned upon the administrator submitting to his or her supervisor written request to attend the function and obtaining the supervisor's approval. The written request shall be made on the appropriate District form, shall be submitted prior to attendance at the event or activity, and shall demonstrate how and why such attendance or participation will advance District Goals and relevant Job Accountabilities. Approval of any such request shall be made in the sole discretion of the administrator's supervisor. When in the supervisor's judgment an administrator's performance indicates a need for attendance at courses, conferences, workshops, seminars or similar events, the supervisor may require the administrator to attend or participate in such functions.
2. All unit members, irrespective of their tier performance rating established pursuant to the PCP, shall be eligible for reimbursement of up to \$1,500 per school year for attendance at activities or events intended to improve their professional development and their performance as administrators in the District, such as courses, conferences, workshops, seminars and similar functions, or for attendance at or participation in such functions as may be directed by the administrator's supervisor. In the sole discretion of the unit member's supervisor, the \$1,500 annual reimbursement may instead be applied towards the purchase of a notebook computer for the unit member. The following will apply to any such purchase:
  - a. Only one such purchase per unit member may be made during the term of this Agreement;
  - b. The order will be placed by the District through its purchasing department. A unit member may contribute to the purchase price of a notebook computer costing in excess of \$1,500 by tendering payment to the District for the excess amount prior to the order being placed;



- c. The computer purchase shall be subject to such other procedural purchasing rules as may be promulgated by the District's Assistant Superintendent-Business.
- 3. Administrators rated Proficient or Satisfactory pursuant to the evaluation procedures described in Article 13, may be granted additional reimbursement in such amounts and for such purposes as the Superintendent in his sole non-reviewable discretion may determine, for items directly related to the administrator's professional duties, such as, by way of description only, enrollment in an additional academic course.
- 4. Sunset provision: Unless otherwise agreed to by the parties, the provisions of this Article 12, B. shall expire at the conclusion of the term of this Agreement. It is understood that should the parties agree to continue the compensation plan referenced in Article 13, A. 4. beyond the expiration of the current Agreement's term, then the provisions of Article 12, B. shall also be continued for the same duration.

**ARTICLE 13  
SALARIES**

Base salary, base salary increases and merit stipends for administrators for the period of July 1, 2003 through June 30, 2006 (the “contract period”), shall be determined pursuant to the following provisions:

A. Salary Ranges and General Provisions

1. During the contract period, the following job grades and salary ranges for each grade shall be in effect for administrative positions:

**2003-2004**

| TITLE                              | MINIMUM   | MAXIMUM   |
|------------------------------------|-----------|-----------|
| Principal, High School             | \$101,776 | \$127,971 |
| Principal, Middle School           | \$93,560  | \$121,258 |
| Principal, Elementary School       | \$89,770  | \$117,272 |
| Assistant Principal, High School   | \$85,381  | \$111,011 |
| Assistant Principal, Middle School | \$80,762  | \$107,396 |

**2004-2005**

| TITLE                              | MINIMUM   | MAXIMUM   |
|------------------------------------|-----------|-----------|
| Principal, High School             | \$106,356 | \$133,729 |
| Principal, Middle School           | \$97,770  | \$126,714 |
| Principal, Elementary School       | \$93,809  | \$122,549 |
| Assistant Principal, High School   | \$89,223  | \$116,007 |
| Assistant Principal, Middle School | \$84,396  | \$112,229 |

**2005-2006**

| TITLE                              | MINIMUM   | MAXIMUM   |
|------------------------------------|-----------|-----------|
| Principal, High School             | \$111,142 | \$139,747 |
| Principal, Middle School           | \$102,170 | \$132,416 |
| Principal, Elementary School       | \$98,031  | \$128,064 |
| Assistant Principal, High School   | \$93,238  | \$121,227 |
| Assistant Principal, Middle School | \$88,194  | \$117,279 |

2. a. Minimum base salary
  - 1) An administrator's base salary in any year of this Agreement shall be at least the minimum salary specified above for his/her title.
  - 2) Each year, an unit member shall have his/her base salary set by application of the terms of C. below. If after the application of the terms of C., the unit member's base salary falls below the minimum set forth above for his/her title, his/her base salary shall be raised to that minimum amount.
- b. Maximum base salary

An administrator's base salary in any year of this Agreement shall be not exceed the maximum salary specified above for his/her title.
3. Compensation increases for each year will consist of either or both of two segments: additions to base salary ("salary increases") and/or performance stipends ("performance stipends"). Performance stipends are year-to-year grants and do not become a part of the base salary if the unit member's salary is at the maximum for the position range. As set forth hereinafter, Tier 2 increases will become part of the base salary where the administrator's salary is below the maximum range amount.
4. Compensation increases during the contract period will be determined pursuant to the three-tier compensation plan ("Plan") described hereinafter. The Plan will terminate June 30, 2006, unless the parties agree to extend it beyond that date.

B. Evaluations and Ratings

1. The following rating scale categories are established for evaluating administrators' level of annual performance:

*Unsatisfactory:* The administrator's level of performance is of poor quality and continues at that level despite management warning and/or previous ratings of "needs improvement". This rating may indicate a danger of termination or other employment action and must be supported by written examples and comments. Prior written warnings must be included as documentation.

*Needs Improvement:* The administrator's level of performance does not meet the requirements of the position. This rating shall be accompanied by documentation showing prior written warning to the administrator indicating the deficiency in the level of performance with written suggestions indicating how such performance may be improved.

*Satisfactory:* The administrator's level of performance meets the requirements of the position. This rating will be used to describe performance that meets the expectations of the position, although occasionally exceeding or falling below those expectations. Written documentation supporting the rating must exist.

*Proficient:* The administrator is performing at an exceptional level, one that consistently exceeds a competent level of performance. Written documentation supporting the rating must exist.

2. On or before July 21<sup>st</sup> of each school year, each administrator shall meet with his or her supervisor to mutually develop a list of specific key performance areas for the administrator, with agreed-upon indicators of accomplishment and a percentage weighting for each accountability. It is understood, however, that the final determination of key performance areas and their weighting rests with the supervisor.
3. On or before August 15<sup>th</sup> of each school year, a list of specific key performance areas for the administrator shall be approved by the supervisor in consultation with the Superintendent. That list shall be supplied to the administrator.
4. On or before December 31<sup>st</sup> of each school year the first assessment of performance of a non-tenured administrator shall be made by the supervisor in consultation with the Superintendent. On or before March 31<sup>st</sup> of each school year, the second assessment of performance of a non-tenured administrator shall be made by the supervisor in consultation with the Superintendent.
5. On or before January 31<sup>st</sup> of each school year, the first assessment of performance of a tenured administrator shall be made by the supervisor in consultation with the Superintendent.
6. On or before June 1<sup>st</sup> of each school year, the Annual Performance Report and Evaluation of Key Performance Areas shall be completed by the supervisor in consultation with the Superintendent.

C. Compensation Plan

1. Compensation increases under the Plan shall consist of three tiers: Tier 1, Tier 2 and Tier3.

The amount of the Tier 1 increase shall be 2.5% for 2003-2004, 2.25% for 2004-2005 and 2% for 2005-2006.

The amount of the Tier 2 increase shall be up to 4.5% for 2003-2004, up to 4.75 for 2004-2005 and up to 5% for 2052-2006.

The amount of the Tier 3 increase shall be 1% for 2003-2004, 1% for 2004-2005 and 1% for 2005-2006.

2. Except as otherwise provided hereinafter, a Tier 1 compensation increase will be granted to administrators whose overall performance is rated proficient or satisfactory on the evaluation instruments mutually developed by the Board and the Association. Notwithstanding the foregoing, an administrator who receives a proficient or satisfactory rating in at least four of the following categories will qualify for a Tier 1 compensation increase: leadership, management, communication, supervision/evaluation, curriculum programs, professional/personal, and interpersonal. Tier 1 compensation increases will be granted only to administrators who have not reached the maximum of their applicable salary ranges. If an administrator's base salary is below the maximum when he or she is granted a Tier 1 compensation increase, the increase will be limited to the amount which will bring the administrator's base salary up to the maximum of his or her applicable salary range.
3. A Tier 2 compensation increase will be granted to each administrator who meets his or her key performance areas. The amount of the increase will be scaled according to the administrator's rated performance with respect to the various weighted key performance areas as mutually developed by the administrator and his or her supervisor. An administrator must receive a rating of Proficient or Satisfactory in an accountability in order for such accountability to count toward qualification for and amount of a Tier 2 compensation increase. Tier 2 compensation increases will be announced to each administrator by July 1st immediately following the evaluation year.
4. Tier 3 compensation increases will be granted only in the event that the Board determines and publicly declares that the District has achieved a substantial number of the District goals (i.e., five out of six or six out of seven) established by the Board for that school year. In such event, each administrator whose level of performance during that school year was

Proficient or Satisfactory will receive a Tier 3 compensation increase. Tier 3 compensation increases will be announced to each administrator by July 1st immediately following the evaluation year.

5. The dollar amount of each year's Tier 1 compensation increase shall be calculated by multiplying the administrator's prior year's base salary by the administrator's Tier 1 compensation increase percentage for the current year. Thus, a Tier 1 compensation increase for the contract year 2003-2004 will be effective July 1, 2003, will be paid during 2003-2004, and will be calculated by multiplying the administrator's 2002-2003 base salary by 2.5%.

Similarly, a Tier 1 compensation increase for 2004-2005 will be effective July 1, 2004, will be paid during 2004-2005, and will be calculated by first adding to the 2003-2004 base salary the amount of the Tier 2 increase earned in 2003-2004 (assuming the administrator is not at maximum), and then multiplying the administrator's resulting 2003-2004 revised base salary by the lesser of 2.25% or that percentage which will bring the administrator's salary up to the maximum of his or her range.

The dollar amount of each year's Tier 2 or Tier 3 compensation increases shall be calculated by multiplying the administrator's then current year's base salary by the administrator's Tier 2 and/or Tier 3 percentages earned for performance during that year. Thus, a Tier 2 compensation increase earned for performance during the contract year 2002-2003, will be announced to each administrator by July 1, 2003, will be effective July 1, 2003, will be paid in or during 2003-2004, and will be calculated by multiplying the administrator's 2002-2003 base salary by the earned percentage of up to 4.5%.

6. Tier 1, 2 and 3 compensation increases shall be treated and paid as follows:
  - a. Once the maximum of the salary range for the title is attained, only Tier 2 or Tier 3 performance stipend compensation increases are granted to the administrator.
  - b. Tier 3 compensation increases are earned and paid for only as performance stipends.
  - c. For administrators who have reached the maximum of their respective ranges, performance stipends are not considered salary, and are not added to and do not affect the administrator's base salary in any way. Such stipends are earned pursuant to each year's performance and are year-to-year grants for performance in separate years. All performance stipends for unit members at their

range maximum expire at the end of the year in which paid. In such case, an administrator's salary for each year is calculated on the prior year's base salary, without inclusion of the amount of any performance stipend.

- d. An administrator's base salary is paid in 26 equal bi-weekly installments. Tier 2 performance payments may be paid in 26 equal bi-weekly installments by adding same to the administrator's paycheck, or in one lump-sum payment. In order to qualify for installment payments through the regular payroll, an administrator at the maximum of his/her range who desires such payment must sign the form annexed hereto as Schedule "B" acknowledging that the payment constitutes a performance stipend which is not part of guaranteed future compensation, is subject to future reduction or elimination if not earned again in subsequent years, and is not required to be paid in future years by operation of any tenure laws. Tier 3 performance stipends are paid in one lump sum at a time determined by the Board, but not later than August 1st. The parties expressly agree that any payments which constitute performance stipends are not intended to and shall not be considered as "compensation" for the purpose of any tenure laws.

The Association agrees to use its best efforts to prevail on unit members not to attempt to have the amount of any performance stipend granted them included in the their base salaries or treated as compensation for tenure law purposes; provided, however, that this paragraph only applies to claims involving Tier 2 increases for unit members at maximum, or to Tier 3 increases for all members.

In the event any administrator should be successful in having a tribunal include a performance stipend in his or her base salary where the administrator is not entitled to same under this Agreement, the administrator's salary shall be red-circled (frozen) as permitted under the tenure laws in order to permit the Board to recoup any and all amounts paid or ordered to be paid as the result of the inclusion of the stipend amount in the administrator's base salary. Further, for all matters involving Board/Association contract negotiation or interpretation, the parties shall exclude from the administrator's base salary the amount of any performance stipend held to be compensation under the tenure laws.

- e. The parties agree that to the extent permitted by the Teachers' Pension and Annuity Fund ("TPAF"), performance stipends paid in the administrator's pay check will be considered eligible for pension credit.

- f. A unit member who leaves the District's employ after having earned a Tier 2 or Tier 3 increase for the prior year's performance, but who terminates employment prior to the conclusion of the current school year, will receive a pro-rata lump sum payment for the remaining balance of the prior year's Tier 2 and/or Tier 3 increase upon cessation of employment. It is understood and agreed, however, that the administrator will not be entitled to any performance reimbursement for the school year in which such employment ceases.
  - g. Any member who leaves the CHASA unit after his/her Tier II compensation level has been established for the following year but who remains in employment in the District will be entitled to a lump sum payment for that Tier II compensation.
7. An administrator has the right to appeal the evaluation performed by his/her superior to the Superintendent, by delivering written notice of such appeal to his or her supervisor and to the Superintendent within five (5) days of date that the administrator was notified of the final evaluation rating. The decision of the Superintendent shall be final and non-reviewable.

**ARTICLE 14  
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, (N.J.S.A. 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 15  
HEALTH INSURANCE**

- A. Effective on or before July 1, 1999, all eligible employees shall be enrolled in the Blue-Cross Shield Card PPO program currently offered to employees, at Board cost. These employees may elect to enroll in any other available plan. If the premium cost of any other plan chosen by the employee exceeds that of the Blue Cross-Blue Shield Card PPO plan, the employee shall pay that difference by payroll deduction spread over the year under procedures established by the Administration. The PACE plan will continue to be available to eligible unit members as an option.

The Blue Card PPO plan shall not contain the Green Springs gatekeeper. Effective July 1, 2003, the PPO doctor's visit co-pay shall be \$10.

- B. Any unit member who qualifies for insurance under A. above shall have, upon the date of hire, any level of Blue Cross-Blue Shield Card PPO coverage for which he/she is eligible.
- C. The Board shall provide to an eligible employee and his/her dependents, at no cost to the employee, a prescription plan in accordance with the following conditions: Effective July 1, 2003 the co-payment shall be \$15 for brand-name drugs; \$7 for generic drugs; and one co-payment (\$15 for brand-name drugs, \$7 for generic drugs) for mail order.
- D. The Board shall provide an eligible employee and his/her dependents a dental plan as agreed to by the parties.
1. Excluding orthodontia, the maximum benefit level per year per patient will be \$2,000. Effective January 1, 2004, the maximum benefit level per year per patient will be \$3,000.

- E. Beginning July 1, 1999, there shall be a voluntary waiver incentive plan for insurances under paragraphs A., C., and D. above. An incentive payment will be made to the employee in the amount of 20% of the relevant premium upon the close of the insurance year. Effective January 1, 2004, an incentive payment will be made to the employee in the amount of 30% of the relevant premium upon the close of the insurance year.
- F. Unit members will be permitted to participate voluntarily in the Section 125 FSA Plan established within the district.
- G. Since all medical plans are limited in duration, the parties hereto shall participate jointly in selecting any replacement health benefit carriers, with replacement coverage to be substantially equivalent to that currently provided unless otherwise agreed.
- H. Effective on July 1, 2003, there is an Employee Assistance Plan for all employees. The maximum Board contribution to such a plan shall be \$35.00 per eligible employee.
- I. Effective July 1, 2003, there shall be an employee contribution to the insurance premiums under A., B., C. and D. above. Effective July 1, 2003, this employee premium share shall be 1.0% for 2003-2004. Effective July 1, 2004, this employee premium share shall be 3.0% for 2004-2005. Effective July 1, 2005, this employee premium share shall be 6.0% for 2005-2006. The employee premium share shall remain at 6% unless and until the parties reach a different agreement on the topic. Employee premium share shall be made by way of regular payroll deduction throughout the year.

**ARTICLE 16  
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. 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 17  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2003 except as otherwise noted, and shall continue in effect until June 30, 2006, 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 WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and secretaries this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

ATTEST:

CHERRY HILL ASSOCIATION OF  
SCHOOL ADMINISTRATORS

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

ATTEST:

CHERRY HILL BOARD OF  
EDUCATION

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

**APPENDIX 1**  
**SIDEBAR AGREEMENT ON LEAD SCHOOL PRINCIPAL K-5**

1. If a CHASA unit member is appointed to the position of Lead School Principal K-5, he/she shall receive an annual payment of \$5,000 for said additional duties. Those duties are detailed in Section g. of the job description.
2. To the extent allowable by law, this annual payment shall be pensionable income.
3. The parties agree that this payment shall not be considered “base salary” for the purposes of the compensation plan set forth in Article 13, C. of the parties’ Agreement. It shall not be subject to Tier I, Tier II or Tier III increases. It shall be added to the final base salary established through the parties’ negotiated compensation process each year. To the extent that this payment results in the total salary of a Lead Principal K-5 exceeding the maximum salary for the Principal, Elementary School set forth in Article 13, A. 1., the maximum of that range shall not be effective.

## APPENDIX 2 PROCEDURES FOR PURCHASE OF LAPTOP COMPUTERS

The following revised procedures will be used when processing requests.

1. Administrator must submit official purchase requisition form to appropriate central office supervisor for written approval and verification that funding is available.
2. Said purchase requisition must clearly reflect the manufacturer and model number as well as any special features required. In addition, the total cost must be shown. Any amount above \$1,500 must be reflected as employee contribution.
3. A check for the employee's contribution, if any, must be attached to the purchase requisition.
4. Laptop orders will be processed two times per year (July and January) in order to achieve economics of scale and pricing. It is advisable to contact the supervisor of purchasing in advance for the latest pricing information.
5. If issued a laptop prior to 6/30/01 and purchased with School District funds other than the \$1500 stipend, said laptop must be returned to the District.
6. For tax reporting, the District will reflect on the employee's year-end W-2 statement an amount of Board of Education contribution up to \$1,500 as imputed income upon which tax must be paid.

Note: If the CHASA member wishes to research and purchase the laptop on their own and then seek reimbursement, the following must be observed:

- Must obtain in advance supervisor's written permission to purchase a laptop
- Must provide proof of receipt of laptop and subsequent payment for same (i.e., cancelled check, credit card statement, etc.)
- Must submit request for reimbursement via form BA-23, Employee Expense Voucher (see attached) with proofs listed above. All requests for reimbursement must be approved by the Board of Education at their monthly public meeting. Please plan ahead.

If the CHASA members choose to purchase on their own, they may do so at any time throughout the year providing all approvals are obtained *in advance*.