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# Cherry Hill

*Camden*

Agreement 1990-1992  
Between  
Cherry Hill Education  
Association  
and  
The Board of Education  
of Cherry Hill

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PREAMBLE

This Agreement entered into this 4th day of September, 1990, retroactive to the first day of July, 1990, between the Board of Education of Cherry Hill Township, Camden County, New Jersey, hereinafter called the "Board," and the Cherry Hill Education Association, hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Cherry Hill Township School District is their mutual aim, and

WHEREAS, the Board of Education has an obligation pursuant to Chapter 123, P.L. 1974, to negotiate with the Cherry Hill Education Association as the representative of certain employees of said Board as herein after defined, and

WHEREAS, the parties having reached certain understandings desire to confirm this Agreement as follows:

DISTINCTION OF GROUPS OF EMPLOYEES

Throughout this agreement that portion of the ARTICLES contained herein headed or labeled "Teachers or Psychologists or Secretaries or Support" shall apply only to those employees as defined in this Recognition clause as "Teachers or Psychologists or Secretaries or Support" employees. At no time shall a portion of an ARTICLE headed or labeled as one type of employee apply to any other type of employee unless so headed or labeled.

Article I  
RECOGNITION  
AS TO TEACHERS ONLY

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

- teachers
- librarians
- nurses
- physical therapists
- guidance counselors
- department chairpersons
- learning disability specialists and all other teachers of special education
- summer school teachers
- summer curriculum developers
- bedside teachers
- federal program personnel
- social workers

B. Unless otherwise indicated, the term "teachers," 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 teachers shall include female teachers.

RECOGNITION  
AS TO PSYCHOLOGISTS ONLY

The Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified psychologists whether under contract or on leave.

RECOGNITION  
AS TO SECRETARIES ONLY

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel under contract listed in the classifications herein or on leave, employed by the Board (hereinafter referred to as "employee or employees"), including only:

- Secretary to:
- School Principal
  - District Director
  - District Child Study Team
  - Athletic Coordinator
  - Senior Operational Supervisors
  - And General Secretaries

- Accountings:
- Senior Payroll Clerk
  - Senior Accounts Payable Clerk
  - Junior Payroll Clerk
  - Junior Accounts Payable Clerk
  - Transportation Accounting Clerk
  - Bookkeeper (High School)
  - General Payroll Clerk
  - Accounting Clerk

- Technical/Clerical:
- Bid Coordinator
  - Textbook Clerk
  - Switchboard Operator/Receptionist
  - Switchboard Operator/Clerk
  - Clerk
  - EDP Order Entry and Quotation Clerk
  - Timekeeper/Messenger

and all other Secretarial personnel with the exception of the following:

- Secretary to the Superintendent
- Secretaries to the Deputy and Assistant Superintendents
- Secretaries to the Board Secretary
- Secretaries to Elementary and Secondary Supervisors
- Secretary to Public Information Officer
- Secretary to Director of Finance/Budget/Data Processing
- Secretary to Director, Staff Development/Recruitment
- Office Supervisor
- School Media Technician
- District Media Technician
- Teacher Aides

RECOGNITION  
AS TO SUPPORT ONLY

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel under contract listed in the classifications herein or on leave, employed by the Board (hereinafter referred to as "employee or employees"), including:

- Engineers, High School
- District Engineer
- Print Shop Operator
- IMC Technician (Repairman)\*
- School Media Technician (10 months)
- District Copy Machine Operator
- District Media Technician
- Pupil Accounting Technicians
- District Copy Machine Operator -- Night Shift\*\*
- Assistant Pupil Accounting Technician -
- School Copy Machine Operators (40 weeks) \*\*\*

- \* - Half time position
- \*\* Night Shift, Central Administration
- \*\*\* 40-week work schedule

36-week school calendar  
2-weeks (10 days) before school opens in September  
2-weeks (10 days) after school closes in June

Article II

NEGOTIATION PROCEDURE  
AS TO TEACHERS, SECRETARIES, AND SUPPORT ONLY

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with C. 123, P.L. 1974 and by rules and regulations promulgated in accordance therewith in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals.
- C. 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 counter proposals in the course of negotiations.

D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. As to Teachers only unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date. As to Secretarial and support personnel only, proposed new rules or modifications of existing rules governing working conditions of secretarial and support staff shall be negotiated with the Association before they are established.

E. 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.

F. 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.

NEGOTIATION PROCEDURE  
AS TO PSYCHOLOGISTS ONLY

A. 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 psychologists' employment.

B. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals 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. 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  
AS TO TEACHERS AND PSYCHOLOGISTS ONLY

A. DEFINITION  
The term "grievance" means a complaint that there has been an improper application, interpretation or violation of an administrative decision, Board policy or of any term or provision of this contract.

B. PROCEDURE

1. A grievance may be filed by an individual teacher, a group of teachers 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 60 school days of the happening of the event.

2. 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. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits may be extended by the mutual consent of the parties.

3. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

a. The purpose of this procedure is to attempt to secure at the lowest possible level, equitable solutions to the grievances which may from time to time arise, affecting teachers. Both parties agree that filed grievance documents will be kept as confidential as may be appropriate.

4. A grievance which involves a question of salary shall be filed in duplicate. One copy shall be presented to the principal involved and the other shall be filed with the Assistant Superintendent for Personnel.

5. Except for group, class or policy grievances which shall be initiated by the Association at the Superintendent's level, any one who has a grievance shall discuss it first with his/her principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

6. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, he/she shall set forth the grievance in writing to the principal, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the results of previous discussions;
- d. his/her dissatisfaction with decisions previously rendered. The principal shall communicate his/her decision to the grievant in writing within three (3) school days of receipt of the written grievance.

7. The grievant, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his/her 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) school days. The Superintendent shall communicate his decision in writing to the grievant and the principal.

8. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) school days after 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 of Schools, 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 shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within twenty (20) school days of receipt of the grievance by the Board.

9. Notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within ten (10) days after the receipt of the decision which is being appealed. Only the parties signatory to this Agreement shall have the right to proceed to arbitration and said right shall not accrue to an individual teacher or a group of teachers. As to an improper application, interpretation or violation of administrative decisions or board policies, said arbitration shall be advisory only. As to an improper application, interpretation or violation of any term or provision of this contract, said arbitration shall be final and binding. All arbitrations shall be conducted under the rules of the American Arbitration Association.

10. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. Only the Board, the Association, and the aggrieved shall be given copies of the arbitrator's opinion and award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

11. Rights of Teachers to Representation

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

b. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, 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 that individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievances.

12. No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

13. 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.

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.

D. The following matters shall not be arbitrable:

1. For all teachers hired on or before June 30, 1975, the failure or refusal of the Board to renew a contract of a first or second year non-tenured teacher (a year shall be considered a full school year, otherwise a calendar year from the date of employment) and for all teachers hired after June 30, 1975, the failure or refusal of the Board to renew a contract of any non-tenured teacher.

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 teachers under provisions of State Law.

GRIEVANCE PROCEDURE  
AS TO SECRETARIES AND SUPPORT ONLY

A. Definitions.

1. Grievance.

A "grievance" is a claim by an employee or the Association based upon an alleged improper interpretation, application or violation of the Agreement, policies or administrative decisions affecting an employee or a group of employees. Any grievance must be lodged at the proper initiating level, in writing, within twenty (20) school days of the happening of the event.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person, including the Unit or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One - Informal Presentation

An employee with a grievance shall first discuss it with the employee's principal or immediate supervisor, either directly or through the Association's designated representative, within five (5) school days of the

happening of the event with the intent of informally resolving the matter. Failure to informally discuss the grievance within five (5) school days of the happening of the event shall preclude the Association from commencing formal written grievance proceedings in a timely manner, however no written grievance shall be accepted for processing unless it is first informally discussed with the immediate supervisor.

3. Level Two - Principal or Immediate Supervisor

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the employee may file the grievance in writing with the principal or immediate supervisor and the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

4. Level Three - Superintendent\*

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the principal or immediate supervisor the employee may appeal the grievance to the Superintendent within ten (10) school days after the decision at Level Two or twenty (20) school days after the grievance was presented at Level Two, whichever is sooner. The appeal to the Superintendent must be in writing reciting the matter submitted to the principal or immediate supervisor as specified above and the employee's dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve the matter within a period not to exceed ten (10) school days and shall communicate his/her decision in writing to the aggrieved person, the principal or immediate supervisor and the Association.

5. Level Four - Arbitration

(a) If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the Association may proceed to arbitration by giving written notice thereof to the Superintendent within fifteen (15) school days after the decision at Level Three or twenty-five (25) school days after the grievance was presented at Level Three, whichever is sooner. Only the parties signatory to this Agreement shall have the right to proceed to arbitration and said right shall not accrue to an individual employee or group of employees.

\* Whenever "Superintendent" is referred to, it means Superintendent or his designee.



(b) The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and in the conduct of arbitration.

(c) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall not have jurisdiction to determine the arbitrability of issues before him/her but rather such issues shall be determined by the appropriate agency, quasi-judicial, or judicial body. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board or any administrative decision. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement.

(d) Where the grievance concerns an alleged improper interpretation, application or violation of this Agreement the decision of the arbitrator shall be final and binding upon the parties. Where a grievance concerns an alleged improper application of policies of the Board or administrative decisions, the decision of the arbitrator shall be advisory only. The decision shall be transmitted only to the Board, the Association and the aggrieved person.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, any actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at the employee's option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

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E. Miscellaneous

1. Group Grievance

If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent or his designee directly and the processing of such grievance shall be commenced at Level Three.

2. Written Decisions

Decisions rendered at Levels Two and Three shall be in writing, setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and only the parties in interest, their designated or selected representatives, and appropriate witnesses when called shall be permitted to be in attendance at such meetings and hearings.

F. The following matters shall be grievable but non-arbitrable

(a) The termination of a contract of an employee.

(b) Any allegation that the Board has violated a right conferred upon an employee or a duty upon the Board by any administrative agency, court decision or the Laws of the State of New Jersey or the United States of America, where a method of review is available under the rules and regulations of said administrative agency or under or through a quasi-judicial or judicial body by virtue of a court decision or the Laws of the State of New Jersey or the United States of America.

(c) Any alleged violation of an employee's rights where the relief demanded by the employee is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.

Article IV

AS TO TEACHERS, PSYCHOLOGISTS, SECRETARIES, AND SUPPORT PERSONNEL.

EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective

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negotiations and other concerted activities for mutual aid and protection. As a duly selected 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 employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitations as set forth in Article III, paragraph A.

C. 1. Whenever any employee is required to or given the opportunity to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could result in the termination of employment of that employee, then said employee and the Association shall be given prior written notice of the reasons for such meeting or interview.

2. The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

3. Suspension, if any, shall be with pay until there has been a formal determination made by the Board of Education.

D. As to Teachers only:  
The teacher shall have the initial right and responsibility to determine grades and other evaluations of students within the grading policies of the Cherry Hill School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. No grade or evaluation shall be changed without written notification to the teacher.

E. As to Teachers only:  
Any criticism by a supervisor, administrator or Board member of a teacher concerning his/her instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings unless required by law or requested by the teacher.

F. Whenever any employee is mandated to attend a meeting, conference or discussion with building level administration which may result in action or recommendation inimical to employment, then the employee shall have the right of Association representation. Any provisions of this Agreement concerning employee hours shall not apply to said conferences. The administrator in attendance at the conference shall have the right to have another administrator or person of his/her choice present. This Section shall not apply to evaluation conferences held pursuant to Article X, Subsection F, hereof.

Article V

ASSOCIATION RIGHTS AND PRIVILEGES  
AS TO TEACHERS, PSYCHOLOGISTS, SECRETARIES, AND SUPPORT PERSONNEL

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, names and addresses of all employees, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and the students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the employee shall suffer no loss in pay and/or benefits.

C. Representatives of the Association, Camden County Education Association, the New Jersey Education Association, and the National Education 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. Such representatives shall notify the principal of their presence on school property as other visitors are expected to do.

D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Use of the buildings shall be arranged according to Board Policy.

E. 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.

- F. The Association shall have, in each school building, the use of a Bulletin Board in each faculty lounge and the employees' dining room. The Association shall also be assigned space on the bulletin board in the central office for Association notices.
- G. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration. The Board assumes no responsibility for delivery.

H. In addition to meeting the requirements of Article VIII, the President of the Association shall be granted ninety (90) minutes per day to conduct Association business.

I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees as defined in the unit, and to no other organizations.

Article VI

ASSOCIATION-ADMINISTRATION LIAISON  
AS TO TEACHERS, PSYCHOLOGISTS, SECRETARIES AND SUPPORT PERSONNEL

A. Recognizing that any agreement entered into by the Association, the Board of Education and the administrators of Cherry Hill Public Schools will be effective in providing for better educational opportunities for children only if properly implemented by way of effective and continued communication on subjects related to current school practices and problems:

- 1. The school principal and/or assistant principal shall confer with a liaison committee of the individual school selected by the Association from the staff of that school to review and discuss local school matters. The liaison committee shall be composed of no more than two (2) persons in an elementary school having no assistant principal; no more than three (3) persons in an elementary and junior school having an assistant principal; and in secondary schools (grades 9 to 12), no more than the number of principals, assistant principals and coordinators of student affairs assigned to such schools.

2. On each liaison committee shall be at least one C.H.E.A. faculty representative or alternate.

3. Meetings shall be held at the request of either party within seven (7) days after request, but not more than once a month, unless by mutual consent of both parties. Meetings shall be scheduled during the school day, during non-working time, unless otherwise mutually agreed and shall be of a reasonable length to discuss areas of concern.

B. The president of the Association and/or his/her representative(s) shall meet with the superintendent and/or his designated representative(s) at the request of either party within seven (7) days of said request, but these meetings shall not exceed one per month unless by mutual consent. These meetings shall be scheduled during the school day during non-working time unless otherwise mutually agreed, and shall be of a reasonable length to discuss the areas of concern.

Article VII

INTRA-SCHOOL COMMUNICATIONS  
AS TO TEACHERS, PSYCHOLOGISTS, SECRETARIES AND SUPPORT PERSONNEL

A. Recognizing that, due to diversity of individual school problems and schedules, it is impossible to establish one set of rules and regulations to govern the use of public address systems in all schools, each school principal and liaison committee of each school shall cooperatively establish procedures concerning use of these systems. Such individual school procedures shall be designed to reduce, as much as possible, interruption in the daily instructional program in order that the learning process of the children shall not be unnecessarily disrupted.

B. Duplicated and/or printed material that has been or will be distributed, shall not be read to the professional staff. The reading of any material also should be recognized as redundant and undesirable.

Article VIII

TEACHING HOURS AND LOAD  
AS TO TEACHERS ONLY

A. 1. Teachers shall indicate each daily arrival for duty and each daily final departure therefrom by initialing the appropriate column on the teachers' "sign-in" roster. During the course of the school day, if the teacher shall leave the building, said teacher shall indicate the time of departure and the expected time of return, and upon return shall initial the appropriate "sign-in" roster.

2. Teachers (including summer school teachers) shall not be required to report for duty earlier than fifteen minutes before the time when students will be marked late and shall not be required to remain more than fifteen minutes beyond the close of the students' school day, except that, for any given half year, nurses and librarians may be required to report for duty beginning and ending at a later time than other teachers, provided that the total work day is continuous and ends no later than 5:00 P.M., and further provided that said nurses and librarians so scheduled shall be volunteers in the first instance and if there are no

3. Volunteers, as assigned by the building principal. Teachers shall not be required to teach and/or supervise more than thirty-five (35) hours per week, including before and after school time and lunch. It is recognized that weather conditions and emergency situations may extend this period of time.
3. Teachers may be required to be present for up to twelve (12) hours per school year for related professional functions conducted after normal school hours. Related professional functions shall consist of staff development, Back-to-School Night, Higher Education Night, P.T.A. meetings, Career Night, Student Achievement Night, and parent consultations mandated and scheduled for the teachers which must be completed within one hour after the conclusion of the students' regular school day. Parent consultations scheduled at times mutually convenient to the teacher and to the parent involved shall not be considered part of the twelve (12) hours referred to above.
4. Teachers may be required to be present for orientation and staff preparation days at the beginning of the school year, in-service meetings, elementary school parental conferences and school closing responsibilities at the end of the school year when students are not present. Such teacher presence shall be consistent with the in-school work year as defined in Article XV (B). If a full day is scheduled, it shall begin at 9:00 A.M. and extend to 4:00 P.M. If a partial student day is scheduled, the teacher day shall not extend more than fifteen minutes beyond the close of the students' regular full school day. In any event one hour for lunch shall be scheduled. This paragraph shall not apply to partial student days that may be part of the school calendar immediately preceding holidays.
5. In order to allow for the scheduling of parental conferences, which cannot otherwise be held during the school day, each guidance counselor may be scheduled to be available for such conferences one day for each month of the school year, from 7:00 P.M. to 9:00 P.M. inclusive. The date of such assignment shall be established by mutual agreement between the counselor and the chairperson of the guidance department, at least four (4) weeks in advance of such date, except in September, when it shall be established at least one week in advance of such date. Following the date of completion of such evening assignments, compensatory time of two (2) hours may be taken by the counselor affected prior to the date of the next scheduled evening assignment.
- B. 1. Elementary teachers shall have a fifty (50) minute uninterrupted duty-free lunch period, but in accordance with item A.1. of this Article. Elementary teachers may volunteer to supervise lunch periods and be compensated at an annual stipend of \$3,817 for 1990-91 and \$4,138 for 1991-92.

2. Elementary school teachers will have free use of time during which a specialist is teaching their class.
3. Elementary school teachers will not be required to perform morning bus duty.
4. Educational Assistant times shall be assigned to each elementary school effective September 1, 1970, to provide relief as necessary and such para-professional assistance to the teachers of that school as may be determined by the principal after discussion with the liaison committee.
5. Secondary school teachers shall have the equivalent of at least one (1) unassigned preparation-conference period per day.
6. Secondary school teachers shall not be required to teach in more than two (2) departmental areas nor more than a total of three (3) teaching preparations per day.
7. Every effort will be made to avoid having secondary teachers assigned to teach more than three (3) consecutive periods of approximately forty to forty-five (40-45) minutes each unless double periods are scheduled, in which case, the limit shall be four (4) periods. Changes in teaching stations shall be limited, wherever possible, to two (2) per day.
8. Secondary school teachers shall have a continuous duty-free lunch period with a minimum time equivalent to the length of the students' lunch period in conformity with the State Board of Education regulations.
9. All elementary registers shall be centralized.
10. In elementary schools, each teacher shall have the equivalent of a thirty minute daily unassigned preparation conference period, which in the case of the kindergarten teacher shall precede the lunch period, but in other instances may vary in length in accordance with B.2. herein to meet class scheduling problems.
11. Every effort will be made to rotate lunch room supervision amongst available teachers on a yearly basis at the secondary level. The Board and the Association agree that the assignment of such supervision shall be based on the special needs of the school district.
- C. 1. The secondary faculty and departmental meetings beyond the school day shall ordinarily be scheduled no more often than once a month, such meeting to convene directly after the close of the school day and to generally conclude within an hour. The notice of and agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meetings, except in an emergency as determined by the Administration. No session nor any meeting which teachers are required to attend shall continue beyond one hour without the allowance of a five (5) minute intermission.

2. At the elementary school level faculty and/or grade level meetings beyond the school day shall be scheduled no more than a total of fifteen (15) meetings per school year. No more than one faculty meeting and one grade level meeting shall be scheduled in any one month. If the meeting is held prior to the opening of the school day it shall commence no earlier than 8:00 A.M. If the meeting is held at the end of the school day it shall convene immediately after the close of the school day and to generally conclude within one hour. The notice of and agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meeting, except in an emergency as determined by the Administration. No session nor any meeting which teachers are required to attend shall continue beyond one hour without the allowance of a five (5) minute intermission.

D. The "teacher day" defines only the period a teacher is expected to spend in school. Regardless of this specified period, every teacher has the responsibility of assisting students when they require or request help; of conferring with parents about pupil progress or problems; of consulting with colleagues, supervisors, or administrators on professional matters; and of seeking to improve professional competence and classroom skills.

E. Despite the provisions of Section VIII, B.5. and B.10., if a substitute cannot be found to meet the absence of a regular teacher, the principals shall have the right to assign a regular teacher(s) (who may be a volunteer) to cover the vacancy. Such assigned teacher shall be compensated at the rate of \$13.38 for the 1990-91 school year and \$14.50 for the 1991-92 school year per each 45 minutes prorated. In the event the absent teacher's class is split among two or more other regular (receiving) teachers, the above rate of compensation shall be prorated among said receiving teachers. If the normal class load of the receiving teacher is not exceeded, no compensation shall be paid.

F. Teachers who may be required to use their automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of twenty-five (25) cents per mile or such increase as may be established by the State of New Jersey.

G. Those teachers regularly assigned to special education classes shall have one in-service meeting during the school day per year.

1 "Reasonable Duties for Teachers," Report of N.J.E.A., Committee on Working Conditions, 1968.

HOLIDAYS AND VACATIONS  
AS TO PSYCHOLOGISTS ONLY

A. Holidays  
Psychologists 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 during Christmas Recess
- \*One additional day
- Two days for attendance at the N.J.E.A. Convention

\*As coordinated with immediate supervisor.

B. Vacations

All 12 month psychologists 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.

C. Separation from Service

1. A psychologist who is entitled to vacation days and who dies before his/her contract period is completed shall have payment for his/her prorated vacation days given to his estate.
2. A psychologist who is entitled to vacation days and who resigns or retires during the contract year shall receive severance pay equal to his/her prorated vacation days.

WORK SCHEDULE  
AS TO SECRETARIES ONLY

A. Regular Hours of Work

All employees shall work a thirty-five (35) hour week, seven (7) hours per day, as scheduled by the immediate supervisor. Lunch time shall not be included in the above hours of work.

B. Overtime

All overtime must be authorized in writing by the Superintendent or his/her designated agent. Compensation shall be paid at time and one-half, calculated by dividing the contract salary by 1820, rounded to the nearest penny. Any hours worked on a holiday as specified in this Article shall be compensated at one and one-half (1-1/2) times the employee's hourly rate as calculated above plus holiday pay.

C. Vacation Schedule

All employees shall adhere to the following schedule:

6 months up to 1 year	1 week
after 2 years completed	2 weeks
3 to 12 years completed	3 weeks
after 13 years completed	4 weeks

No extended vacation periods without pay shall be granted at any time.

Employees transferring into this unit with prior continuous service in the district shall receive full credit for years in the district for determining eligibility for vacation time.

Prior service as a ten month employee shall receive credit for ten-twelfths (10/12) of each year served.

D. Paid Holidays

The following paid holidays will be in effect for all employees:

- July 4th
- Labor Day
- Thanksgiving Day and Friday following
- Christmas Eve
- Christmas Day and day as coordinated with immediate supervisor
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Good Friday
- During Spring Recess -- one day as coordinated with immediate supervisor
- Memorial Day
- One additional day as coordinated with immediate supervisor

The Board shall have the right to reassign an employee from the employee's regular work station to another work station when such employee works on a legal holiday as specified in the school calendar.

E. Incllement Weather Days

When schools are closed for incllement weather, employees shall not report to work until summoned by a call from the employee's immediate supervisor or his/her designee. Said call must be made before 11:00 a.m. Pursuant to the above if an employee does not report for work when summoned on such a day, said employee shall make up the day at straight time as coordinated with the immediate supervisor. If an employee is not summoned to work on such a day, no make-up shall be required.

F. Sick Leave

All employees will receive twelve (12) days paid sick leave per year. The unused days shall accumulate from year to year.

G. Notice of Retirement

When an employee retires from the Cherry Hill School District after ten (10) years of continuous service pursuant to the provisions of the Teachers' Pension and Annuity Fund or the Public Employees' Retirement System such employees shall be paid \$14.77 per day for 1990-91 and \$16.01 per day for 1991-92 for each day of unused accumulated sick leave that has been accumulated as a result of employment in the Cherry Hill School District. If termination of employment is due to death, the employee's estate shall receive such pay. Continuous personal illness absence of five (5) days or more must be certified to by a properly licensed physician.

G. Notice of Retirement

Employees must notify the Board, in writing, thirty (30) days prior to retirement, except in cases of medical or disability retirement or such other unplanned or unanticipated event which results in less than thirty (30) days notice, of the employee's intention to retire. This notification is required in order to be eligible for payment for unused accumulated sick leave as set forth in paragraph "F" above.

WORK SCHEDULE  
AS TO SUPPORT ONLY

A. Hours of Work

The Print Shop Operator, IMC Technician (Repairman), School Media Technician (10 month employee), District Copy Machine Operator, District Media Technician, Pupil Accounting Technician, Assistant Pupil Accounting Technician, and School Copy Machine Operators shall work a thirty-five (35) hour week, seven (7) hours per day as scheduled by the immediate supervisor. High School Engineers and the District Engineer shall work a forty (40) hour week, eight (8) hours per day as scheduled by the immediate supervisor. Any lunch time shall not be included in the above hours of work.

B. Overtime

1. Regular

All overtime must be authorized in writing by the immediate supervisor. Compensation shall be paid at time and one-half, calculated by dividing the contract salary by 1820 for those employees working a thirty-five (35) hour week and by 2080 for those employees working a forty (40) hour week, rounded to the nearest penny. Any hours worked on a holiday as specified in this Article shall be compensated at two times the employee's hourly rate as calculated above, plus one day's straight pay. Any hours worked on Sunday shall be compensated at two times the employee's hourly rate as calculated above. Easter Sunday shall be considered a holiday for purposes of calculating overtime pay.

C. Call-In Pay

1. When an employee is called into work during the employee's non-working hours, without advance notification, this shall constitute a CALL-IN.
2. When an employee is notified during the employee's working hours to report to work during the employee's non-working hours, or when an employee is scheduled in advance to work an assignment outside of the employee's normal tour of duty, this shall be considered an overtime assignment, not a CALL-IN.
3. An employee "called-in" to work shall be paid a minimum of two (2) hours pay in accordance with Subsection B-1 above, "Overtime."

D. Special Activities

Employees scheduled for special activities shall receive two (2) hours pay as calculated in Subsection B-1 above, "Overtime." In the event a special activity schedule for a weekend is cancelled an employee scheduled to work said activity shall receive two (2) hours pay as calculated in Subsection B-1 above, "Overtime," if the employee had not been notified of the cancellation prior to reporting to work. If the activity was scheduled for a weekday, the employee shall receive two (2) hours pay as calculated in Subsection B-1 above, "Overtime"; if the employee was not notified of cancellation prior to the end of the employee's regularly scheduled workday.

E. Vacation Schedule

Vacations may be taken in 1/2 days, full days or weekly segments through the entire school year, total or partial weeks as scheduled with immediate supervisor.

All 12 month employees will adhere to the following schedule:

All employees hired after January 1 and prior to June 30 shall receive 1/2 day per full month of employment.	
6 months up to 1 year	1 week
after 2 years completed	2 weeks
3 to 12 years completed	3 weeks
after 13 years completed	4 weeks

Employees new to the bargaining unit with prior continuous service in the district shall receive full credit for years in the district for determining eligibility for vacation time. Prior service as a 10 month employee shall receive credit for ten-twelfths (10/12) of each year served.

F. Paid Holidays

The following paid holidays will be in effect for all twelve (12) month employees:

- July 4th
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- One day during Winter Recess as coordinated with immediate supervisor
- New Year's Day
- Martin Luther King Day
- Good Friday
- One day during Spring Recess as coordinated with immediate supervisor
- Memorial Day
- One additional day as coordinated with immediate supervisor. Ten (10) month and 40 week employees will follow the school calendar.

G. Inclement Weather Days

When schools are closed for inclement weather, except for High School Engineers and the District Engineer, employees shall not report to work until summoned by a call from the employee's immediate supervisor or his/her designee. Said call must be made before 11:00 a.m. Pursuant to the above, if an employee does not report for work when summoned on such a day, said employee shall make up the day at straight time as coordinated with the immediate supervisor. If an employee is not summoned to work on such a day, no make-up shall be required.

H. Sick Leave

All twelve month employees will receive twelve (12) days of paid sick leave per year. Ten month and 40 week employees shall receive ten (10) days of paid sick leave per year. The unused days shall accumulate from year to year. When an employee retires from the Cherry Hill School District after ten (10) years of continuous service pursuant to the provisions of the Teachers' Pension and Annuity Fund or the Public Employees' Retirement System, such employee shall be paid \$14.77 per day for 1990-91 and \$16.01 per day for 1991-92 for each day of unused accumulated sick leave that has been accumulated as a result of employment in the Cherry Hill School District. If termination of employment is due to death, the employee's estate shall receive such pay. Continuous personal illness absence of five (5) days or more must be certified to by a properly licensed physician.

I. Notice of Retirement

Employees must notify the Board, in writing, thirty (30) days prior to retirement, except in cases of medical or disability retirement or such other unplanned or unanticipated event which

results in less than thirty (30) days notice, of the employee's intention to retire. This notification is required in order to be eligible for payment for unused accumulated sick leave as set forth in paragraph "H" above.

J. Ten Month and 40 Week Positions

Ten (10) month and 40 week positions shall be scheduled according to the academic calendar. The holders of said positions shall not be entitled to any paid vacation but shall not be required to report for work on days when schools are closed for holidays or vacation periods, except see Article I for the work year for 40 week employees.

K. When a payday falls on a holiday, vacation or a weekend, employees shall receive their paychecks on the last preceding working day.

Article IX

SALARIES  
AS TO TEACHERS ONLY

A. The salaries of all teachers covered by this Agreement are set forth in Schedules "A" and "A-1" attached hereto and made a part hereof. Such salaries shall become effective for the 1990-91 school year and the 1991-92 school year as applicable to any teacher who commences employment after March 1, 1971, and thereafter courses required to be taken for proper initial certification will not be credited to column advancement on the Salary Guide unless they are part of a graduate degree program in the educational field offered by a college or university where matriculation and graduation take place at the graduate level.

1. Salary adjustments from column to column will be made effective as of September 1 and February 1 of each year, if transcripts for additional successfully completed courses are filed no later than 60 days after the respective dates.

2. Credit will be allowed for educational travel in a total amount not to exceed six (6) semester hours. Basis for allowing credit is as follows:

a. One semester hour will be allowed for each week of foreign travel, defined as travel requiring a passport.

b. One-half semester hour will be allowed for each week of domestic travel, defined as travel not requiring a passport.

c. An itinerary and its instructional value in the form of a plan must be presented to the Superintendent or his/her designated representative for approval in advance of the travel. At the conclusion of the trip, a satisfactory report must be filed with the Superintendent or his/her designated representative.

d. Travel taken on days when school is in regular session will not be honored or approved for credit.

3. All teachers employed on a 12-month basis will be paid on the basis of 11/10 of the comparable 10-month salary level.

4. All teachers of special education classes on a full time basis will be paid an additional \$300.00 per year in excess of their appropriate salary level. Such teachers initially hired for the 1976-77 school year and thereafter shall receive no additional stipend for such assignment.

5. Teachers performing bedside instruction will be paid at the rate of \$20.83 per hour for the 1990-91 school year and \$22.58 per hour for the 1991-92 school year.

6. Summer school teachers will be paid at the rate of \$486.52 per week for the 1990-91 school year and \$527.39 per week for the 1991-92 school year.

7. a. Teachers shall be paid at the rate of \$12.09 per hour for the 1990-91 school year and \$13.11 per hour for the 1991-92 school year for supervision of co-curricular activities such as student bus supervision before and/or after school, supervising sporting events, bus supervision on the way to and from extra-curricular activities, ticket-taking, supervising dances and after school detention duty.

b. If a teacher is placed in a position where he/she is to supervise those persons listed in any of the categories mentioned in subsection "a" above, he/she shall be paid an additional stipend equal to 25% of the rate paid to the personnel he/she is supervising.

c. Teachers shall be paid the following hourly rates for Saturday School Detention, \$20.72 for 1990-91 and \$22.46 for 1991-92.

B. Teachers may independently elect to have a portion of their salary withheld and deposited to their credit in the Camden Teachers Civil Service Federal Credit Union and/or deposited for tax deferred annuities, upon executing appropriate payroll authorization forms which shall be in lieu of a summer payment plan as contemplated in 18A:29-3.

C. When a pay day falls on a school holiday, vacation, or a weekend, teachers shall receive their pay checks on the last previous working day.

D. Teachers shall receive their final checks on the last working day in June, but not until all work is completed.

E. The salaries set forth in Schedules "B" and "B-1" will be used in determining the annual remuneration to be paid teachers who are performing services with respect to athletic activities. Adjustments of remuneration within the range of minimum to maximum shall be made at the discretion of the Board, but it is expected that individuals will normally move from minimum to maximum in three (3) years.



F. The salaries set forth in Schedules "C" and "C-1" will be used in determining the annual remuneration to be paid teachers who are performing services with respect to non-athletic extra-curricular activities. Adjustments of remuneration within the range of minimum to maximum shall be made at the discretion of the Board, but it is expected that individuals will normally move from minimum to maximum in three (3) years.

G. Guidance Counselors who perform work in the summer after July 1st shall be compensated at the rate of 1/40th of their respective annual salary per week and those who perform work during the period between the completion of the regular school year and June 30th shall be compensated at the rate of 1/200th per day of their respective annual salary. Commencing July 1, 1976 and each July thereafter such summer employment will be more or less equally divided amongst those Guidance Counselors employed in each building desirous of being assigned summer work.

H. Teachers given the responsibility of acting elementary principal shall receive an annual stipend of \$400 for the 1990-91 school year and the 1991-92 school year. This responsibility and stipend shall cease should the Board accept and implement a lead teacher concept.

SALARY  
AS TO PSYCHOLOGISTS ONLY

Salaries for psychologists for the 1990-91 and 1991-92 years shall be as set forth on Schedule A and A-1, attached hereto and made a part of hereof.

SALARIES AND CLASSIFICATIONS  
AS TO SECRETARIES ONLY

- A. Salaries
1. The salaries of all employees covered by this Agreement are set forth on Schedules A and A-1 attached hereto and made a part hereof. Initial placement on Schedule A shall be pursuant to the schedule attached to a side letter between the parties.
  2. Employees hired after January 31st of the school year shall remain on the same step of the salary guide for the next school year.
  3. All employees shall be employed for twelve (12) months.
  4. New employees shall be placed on the appropriate salary guide, in accordance with their experience at a step no higher, in the discretion of the Board, than their experience would dictate in accordance with Schedule B attached hereto and made a part hereof effective July 1, 1987.

B. Classifications

9. In the preparation of future salary guides, it is recognized by the parties that those individuals on the highest step of the guide shall receive less of a percentage salary increase than other individuals on that guide.
8. Bargaining unit members shall be paid at the rate of \$12.09 per hour for the 1990-91 school year and \$13.11 for the 1991-92 school year for supervision of co-curricular activities such as sporting events, ticket taking and supervising dances.
7. When a payday falls on a holiday, vacation or a weekend, employees shall receive their paychecks on the last preceding working day.
6. PROFESSIONAL DEVELOPMENT AND IMPROVEMENT REIMBURSEMENT -- Any employee required or requested by the Board to attend any course, workshop, seminar or conference shall be paid the full cost of tuition and other reasonable expenses incurred (including fees, materials, meals, lodging and/or transportation). Said employee shall also be compensated at the employee's overtime rate for all time spent in actual attendance at scheduled work sessions beyond the employee's regular working day.
5. In the event an employee is temporarily assigned by the appropriate supervisor to work in a higher pay classification, the employee shall be paid an hourly differential based on 1/1820th of the difference between the starting salary in the employee's classification and the starting salary in the higher classification for a regularly scheduled thirty-five (35) hour week; provided that the employee is assigned to said higher classification and actually works in said classification for seven (7) days in a two (2) week period, in which event said differential shall be paid from the time said work commenced.
2. Accounting: The job titles in the accounting area shall be classified as follows:
  - I
    - Senior Payroll Clerk
    - Senior Accounts Payable Clerk
    - Junior Payroll Clerk
    - Junior Accounts Payable Clerk
    - Transportation Accounting Clerk
  - II
    - General Secretaries

II Bookkeeper (High School)  
General Payroll Clerk  
Account Clerk

SALARIES AND CLASSIFICATION  
AS TO SUPPORT ONLY

3. Technical/Clerical: The job titles in the technical/clerical area shall be classified as follows:

I Bid Coordinator  
Textbook Clerk  
II Switchboard Operator/Receptionist  
Switchboard Operator/Clerk  
Clerk  
Timekeeper/Messenger  
EDP Order Entry and Quotation Clerk

The title "clerk" shall not be construed to restrict an employee from performing typing duties incident to the performance of the employee's principal duties.

4. Employees shall not dispense prescription drugs, and are relieved from performance of nursing duties except emergency first aid.

5. Advancement of Personnel

Notice of the intent to fill a vacancy in any of the positions set forth below shall be given to the Association president at least ten (10) days in advance of the application deadline.

- a. Any classification contained in Article I.
- b. Senior Supervisors: Operational
- c. Assistant Supervisors: Operational, Maintenance, Electrical, Mechanical and Transportation
- d. Directors of Transportation, Business/Finance, Budget Control
- e. Purchasing Agent
- f. Secretary to the Superintendent, Secretaries to the Deputy and Assistant Superintendents, Secretaries to the Board Secretary, Office Supervisors, provided that it is understood that those positions listed under b to f inclusive are not unit members.

Written notice of the intent to fill such vacancy shall also include a list of necessary qualifications. Employees making application shall be given due consideration and where in the Board's sole discretion qualifications of applicants are equal, seniority shall prevail.

A. Salary

1. The salaries of all employees covered by this Agreement are set forth on Schedule A and A-1 attached hereto and made a part hereof.

2. Employees new to the district hired after January 31, 1990 and prior to June 30, 1990 shall receive an increase of 4.3% of their 1989-90 salary for the 1990-91 school year and employees new to the district hired after January 31, 1991 and prior to June 30, 1991 shall receive an increase of 4.2% of their 1990-91 salary for the 1991-92 school year.

3. No employee new to the district shall be hired at a salary higher than that of an existing employee in the same job title within the classification. All existing positions shall be twelve (12) month positions with the exception of school media technician (10 month), the district copy machine operator -- night shift (40 weeks), and the school copy machine operator (40 weeks).

4. In the event an employee is temporarily assigned by the appropriate supervisor to work in a higher pay classification, the employee shall be paid an hourly differential based on 1/1820th of the difference between the starting salary in the higher classification for a regularly scheduled 35-hour week and by 1/2080th of the difference between the starting salary in the employee's classification for a regularly scheduled 40-hour week; provided that the employee is assigned to said higher classification and actually works in said classification for five (5) days in a two-week period, in which event said differential shall be paid from the sixth day worked in said classification.

5. Professional Development and Improvement Reimbursement

Any employee required or requested by the Board to attend any course, workshop, seminar or conference shall be paid the full cost of tuition and other reasonable expenses incurred (including fees, materials, meals, lodging and/or transportation). Said employee shall also be compensated at the employee's overtime rate for all time spent in actual attendance at scheduled work sessions beyond the employee's regular working day.

6. The Board shall reimburse each holder of a New Jersey Bus Driver License in a sum not to exceed the cost of the biennial renewal of same.

7. In the event the physical examination required for bus driver license renewal is taken outside of regular work hours, the Board will pay up to two (2) hours pay at straight time to the employee.

B. Classifications

1. The job titles in the support area shall be classified as follows:

I  
Engineers, High School  
District Engineer

- II  
Print Shop Operator
- IMC Technician (Repairman)
- School Media Technician (10 month position)
- District Copy Machine Operator
- District Media Technician
- Pupil Accounting Technician
- Assistant Pupil Accounting Technician
- District Copy Machine Operator --  
Night Shift (40 weeks)
- School Copy Machine Operators (40 weeks)

- 2. Except for personnel driving buses, no employees shall supervise any students except in emergencies.
- 3. Advancement of Personnel

Notice of the intent to fill a vacancy in any of the positions set forth below shall be given to the Association President at least ten (10) days in advance of the application deadline.

- a. Any classification contained in Article I
- b. Senior Supervisors (operational)
- c. Assistant Supervisors, operational, maintenance, electrical, mechanical and transportation
- d. Directors of Transportation, Business/Finance, Budget Control
- e. PURCHASING AGENT

Written notice of the intent to fill such vacancy shall also include a list of necessary qualifications. Employees making application shall be given due consideration and where in the Board's sole discretion qualifications of applicants are equal, seniority shall prevail.

Article X

TEACHER EVALUATION  
AS TO TEACHERS ONLY

- A. All evaluation of the work performance of teacher personnel shall be conducted openly and with full knowledge of the teacher involved. Electronic devices and voice taping as part of classroom projects may be used so long as the results of same are not used in the evaluation process.

- B. Lesson plans shall be maintained in a form consistent with the needs of the supervisory staff and the teacher and shall be regularly submitted as required by the supervisory staff. They shall be in sufficient detail to permit a proper continuance of the instructional program by a substitute in the event of the teacher's absence.

- C. The Board of Education and the Administration subscribe to the principle that a teacher has the right to full knowledge regarding the judgment of his/her superiors respecting the

effectiveness of his/her performance and that, further, the teacher is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance. The Board and the Association further agree that special attention and the supportive help and guidance in classroom techniques shall be provided the new teacher.

- D. Therefore, the Administration shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenure teacher, and one (1) for each tenure teacher, provided that only two (2) written evaluations need be made for each non-tenure teacher hired after January 1st of the school year.

- E. Each teacher shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her and the teacher's signature shall not be interpreted as an assent to the contents of the evaluation. No written evaluation may become a part of the teacher's personnel file without the teacher's signature. Further, each teacher shall be given a copy of any evaluation report prepared by his/her evaluators at least one (1) day before being required to sign it.

- F. Evaluation and/or observation conferences shall be arranged at a time mutually convenient to the evaluator and evaluatee within five (5) school days after receipt of the evaluation by the teacher. At such time, the teacher is entitled to have his/her response to the evaluation heard and noted. A teacher may attach a rebuttal to the evaluation. Evaluations will be conducted within the canons of recognized educational evaluation practice and the laws and Administrative Code of the State of New Jersey. Any disputes concerning the time of the conference shall be resolved by the Superintendent.

- G. 1. Prior to April 30 of each year, a non-tenured probationary teacher shall receive written notice as to whether or not the administration intends to recommend a renewal of contract for the ensuing year.

- 2. a. The Board of Education shall give written notice of non-renewal or termination of a non-tenured teacher's contract of employment, in compliance with the timeliness parameters set forth above.

- b. The teacher affected, may request a written statement of reasons for such non-renewal, within fifteen (15) calendar days, following the receipt of the Board's written notification that such employment will not be offered.

- c. The Board of Education shall provide written reasons for such non-renewal within thirty (30) calendar days following the receipt of the formal request.

- d. The teacher may request an appearance before the Board of Education within ten (10) calendar days following the receipt of the Board's reasons for such non-renewal. The appearance before the Board shall be set no later than thirty (30) calendar days following the receipt of the requested statement of reasons. The decision of the Board shall be rendered at the next regularly scheduled Public Board meeting.

H. Teachers shall be informed of the substance of all complaints acted upon prior to their use in evaluation, and shall have an opportunity to respond thereto.

I. If results of standardized tests used for evaluating students are used in evaluating teacher performance, such use will be documented in the teacher evaluation report.

J. Personnel Records

1. A teacher shall have the right to review the contents of his/her personnel file at any reasonable time upon written request to the Assistant Superintendent for Personnel. The teacher shall be entitled to have representatives of the Association accompany him/her during such review. No information in a teacher's personnel file will be shared with anyone outside of administrative/supervisory personnel and Board members with legitimate need to know, except name, place of employment, dates of employment, job classification and salary. Additional specified information may be given upon advance written approval of the teacher to the Assistant Superintendent for Personnel. The teacher is entitled to receive copies of any documents in his/her file. The Board may levy a charge for such copying which charge shall bear a reasonable relationship to actual cost. Prior to such examination, any and all communications from a third party regarding employment references shall be removed from the file.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review same. Except for correspondence directed to the teacher and the teacher's file, the teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent or his/her designee and attached to the file copy. This section shall not apply to evaluation procedures contained in this Article X.

3. If upon examining his/her personnel file the teacher has reason to believe that there are inaccuracies in documents contained therein, he/she may submit a written memorandum to the Assistant Superintendent for Personnel explaining the alleged inaccuracy. If the Assistant Superintendent for Personnel concurs with the teacher's contentions, he/she shall either remove the faulty document or attach the teacher's memorandum to the document in the file and note thereon his/her concurrence with the memorandum's contents. Disputes over alleged inaccuracies of documents in the teacher's file, may be processed through the grievance procedure, commencing at level two. This section shall not apply to evaluation procedures contained in this Article X.

Personnel Records

A. Upon reasonable notice, as scheduled with the personnel office, an employee shall be permitted to examine the employee's personnel file. Prior to the employee's examination of the file, the Assistant Superintendent for Personnel shall remove any documents in the file from third parties that could be construed to be employment references.

B. Employee performance evaluation shall be conducted in accordance with such policies as established by the Board and in conformity with procedures established after consultation with the Association.

Article XI

TEACHER EMPLOYMENT  
AS TO TEACHERS ONLY

A. 1. A teacher's contract or letter of intent for tenure personnel shall stipulate the following:

- a. School building or annex where duties will be carried out;
  - b. General subject area. Broad base term to be used, e.g. - foreign language, mathematics, etc.;
  - c. Grade level - K, 1-3, 4-6, 7-8, 9-12;
  - d. Salary;
  - e. Term of the contract, including sixty (60) day termination clause mutually applicable to the Board and the non-tenured employee;
  - f. Probable mandated responsibilities beyond the school day;
  - g. The Board will issue teacher contracts or letters of intent on or before June 10th of the school year.
2. All time spent in addition to those spelled out in the contractual duties to provide specific student activities shall be classified as extra-curricular duties. All extra-curricular duties shall be filled by volunteers. These duties will be covered by separate contracts which will provide appropriate remuneration as set forth in Article IX, Paragraphs E and F.

- B. Appointments for summer school teaching positions shall be made on or prior to May 15th of each year. At the same time, teachers whose appointments are tentative due to uncertainty in the student population or subject matter requirements will also be notified of possible employment and the order in which they will stand should their services be required. A list of all such appointments will be furnished to all persons concerned and to the Association on or prior to May 15th. Notice of proposed summer school teaching positions, including the duration of same, shall be posted in each school building.

Article XII

LEAVES OF ABSENCE  
AS TO TEACHERS ONLY

A. SICK LEAVE

1. As of September 1, 1970, all full-time teachers shall be entitled to ten (10) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.
  2. Termination of employment affects cancellation of accumulated sick leave and subsequent re-employment is not cause for regaining the old accumulation, and the person re-employed must begin anew his/her personal illness benefits.
  3. The purpose of personal illness benefits is to provide relief in case of personal sickness, personal accident and quarantine. Any other use of sickness allowance is a violation of contract.
  4. Continuous personal illness absence of five (5) days or more must be certified to by a properly licensed physician.
  5. When a teacher retires from the Cherry Hill School District pursuant to the provisions of the Teacher's Pension and Annuity Fund, such teacher shall be paid \$40.00 per day for the 1990-91 and 1991-92 school years for each day of accumulated unused sick leave days that have been accumulated as a result of employment in the Cherry Hill School District. If termination of employment is due to death, the teacher's estate shall receive such pay.
  6. Summer school teachers shall be entitled to two (2) days sick leave during the summer school session.
  7. Teachers shall be given a written accounting of accumulated sick leave days no later than October 15th of each school year.
- B. TEMPORARY LEAVES OF ABSENCE
- As of September 1, 1970, all full-time teachers shall be entitled to the following non-cumulative leaves of absence with pay during each school year:

1. In the event of death in the immediate family an allowance up to five (5) consecutive working days leave shall be granted provided the said working days are taken within the seven (7) consecutive weekdays starting the first day after the death. Immediate family shall be husband, wife, child, stepchild, father, mother, father-in-law, mother-in-law, brother, sister or any member of the employee's immediate household.
2. An allowance of one (1) day shall be granted to attend the funeral of other relatives of the employee. This leave may be extended by the use of personal leave provided for in sub-paragraph 3 hereof.
3. Absence for two days per year may be granted to an employee without reduction in pay for personal business which cannot be performed otherwise than during employment hours. Such absence shall be allowed with the approval of the administration provided that such approval shall not be unreasonably withheld. Except in emergencies, it shall be the employee's responsibility to file the appropriate form with the superintendent five days in advance of the absence. Personal leave will not be granted for either of the two days preceding or following holiday or vacation period except in emergency cases. The number of unused days in any year shall accumulate for the purposes of sick leave from year to year, as long as the employment is continuous. For personnel who begin employment February 1st or thereafter, this leave shall be limited to one (1) day. The purpose of personal business days is to allow the teachers to perform such pressing and immediate business that cannot be postponed or performed after employment hours. Any other use of personal business days is a violation of the contract.
4. In case of required jury duty, a teacher shall notify his/her immediate supervisor, and shall be allowed time off for jury service. The teacher shall be paid the difference between his/her regular pay and jury pay.
5. In case of a required appearance in a court of law involving no moral turpitude on the part of the teacher, he/she shall be granted time off for such appearance.
6. Attendance of staff members at professional meetings is authorized within the framework of the budget, and with the approval of the Superintendent.
7. Up to a total of three (3) days at the end of a school year and/or at the beginning of a school year, as may be required to attend federally sponsored institutes (viz. National Science Foundation Institutes) and/or to travel to the place where such institute is to be held.
8. a. Up to three (3) days for a maximum of three (3) representatives of the Association to attend conferences and conventions of state and national affiliated organizations. The foregoing shall not be utilized to exceed 18 man days per school year.

C. EXTENDED DISABILITY LEAVE

- b. The Association shall request leave for this purpose and shall promptly pay the Board the salaries of substitutes employed by it to cover the absent teachers' responsibilities.
1. Due to a medical disability, a teacher shall be granted an extended leave of absence without pay (subject to paragraph 4 hereof) if any one of the following conditions exist:
  - a. A notable and substantial decrease in teaching performance;
  - b. The production of a certification from a medical doctor that the teacher is medically unable to continue to work.
2. The Board shall have the right to have such a teacher examined by its own physician and in the event of a disagreement between the Board's physician and the teacher's physician on such ability or inability, the question shall be referred to a physician engaged at the joint expense of the teacher and the Board for final and binding resolution.
3. In the event of pregnancy, the health of the child, either perspective or otherwise, shall be considered when making the determination of whether the teacher is medically able to continue to work.
4. During the period of the teacher's personal medical disability, accumulated sick leave benefits in accordance with Section A-1 above shall be paid until such benefits are exhausted or the personal medical disability has terminated.
5. When the seeking of an extended leave of absence for medical disability can be anticipated, a teacher shall file a written request for such leave with the Superintendent or his/her designee at least thirty (30) days in advance of the anticipated date on which said leave is to commence. The request shall specify therein the date upon which, to subject to medical confirmation, the teacher proposes to return. Upon the termination of the medical disability, to (subject to paragraph 3 above) the teacher shall return to work, resign, retire or apply for other leave. In the event of disagreement, the date of said termination shall be established as set forth in paragraph 2 above.
6. Applications for extended medical disability shall not be granted beyond June 30 of the current school year. In the event a teacher wishes to continue on extended medical disability for all or part of the ensuing school year, an application for such status shall be made during the month of June accompanied by appropriate medical certification and shall be granted by the Board. In the event the

continued extended medical disability is for a part of the ensuing year and there is a change in the teacher's medical status during the school year, the Board shall, upon submission of an additional application and appropriate medical certification, make appropriate changes in said leave. In the event of a question concerning the certification it shall be resolved in accordance with paragraph 2 above.

7. This section shall not be construed to require the Board to grant tenure to any non-tenured teacher who has not been granted tenure in the absence of this contract or to offer a contract for a new school year for a non-tenured teacher who would not otherwise have been offered such a contract.

D. CHILD REARING LEAVE

Upon completion of a disability leave in accordance with paragraph C above a teacher may make application to the Board for a child rearing leave of absence. Upon application, said leave shall be granted by the Board for a period not to exceed one (1) calendar year from the date of birth of the child. The date of requested return by the teacher may be adjusted by the Board, in its discretion, to commence in January or September following the end of the requested leave.

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

- F. Absences due to snow or inclement weather, when school is in session, are considered personal. Salary deductions will be made accordingly. Any deductions that are made are based on 1/200th of the annual salary for each day's absence. A teacher who has an unused personal day provided for in paragraph B-3 above, may charge such absence due to snow or inclement weather to such personal day, in which case no deduction will be made.

- G. For each period of absence, a teacher will be required to complete and file an appropriate form with the office of the Superintendent, regardless of the nature of the absence and type of leave involved.

- H. In the event a teacher is granted leave without pay for a full school year pursuant to this Article, upon return therefrom, he/she shall be placed on the salary schedule at the next succeeding salary level at which he/she was compensated prior to the commencement of said leave, except a teacher for whom the Board grants a leave of absence for a particular teaching experience claimed at the time the request for leave is made.

- I. A teacher working for the Board at least ninety-two (92) days within any given school year shall receive full credit for that year on the salary guide and a teacher working less than said ninety-two (92) days in any given school year shall not receive credit for that year on the salary guide. Unused accumulated sick leave and credits toward sabbatical eligibility shall be restored to a teacher upon his return from leave of absence.

- I. All initial applications, extensions or renewals of leaves of absence shall be applied for and responded to in writing.

LEAVES OF ABSENCE  
AS TO PSYCHOLOGISTS ONLY

A. Sick Leave

1. All psychologists shall be allowed twelve (12) days absence in any school year for personal illness, without deduction of pay, with the accumulation at the rate of one (1) day per month. The number of unused days in any year shall accumulate from year to year, as long as the employment is continuous.

2. When a psychologist retires from the Cherry Hill School District pursuant to the provisions of the Teacher's Pension and Annuity Fund, such psychologist shall be paid \$40.00 per day for the 1990-91 school year and \$40.00 per day for the 1991-92 school year for each day of accumulated day for the 1991-92 school year that have been accumulated as a result of employment in the Cherry Hill School District. If termination of employment is due to death, the psychologist's estate shall receive such pay.

B. Temporary Leaves of Absence

All full-time psychologists 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 up to five (5) days leave shall be granted. "Immediate family" shall be husband, wife, child, stepchild, father, mother, father-in-law, mother-in-law, or any member of the psychologist's immediate household.
2. An allowance of one (1) day shall be granted to attend the funeral of other relatives of the psychologist. 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 a psychologist 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, a psychologist 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 psychologist.
6. On religious holidays, when schools are closed, psychologists are entitled to take the day without being charged a personal or vacation day.

C. Professional Development

Psychologists may make application to their immediate superior for leave to attend professional conventions, conferences and meetings. The Board may, in its discretion, approve such application which may include reimbursable expenses.

D. Maternity Leave

1. Pregnancy alone shall not be grounds for suspension or termination of service.

2. 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 at work;
  - c. the agreement of the Board's physician and the psychologist'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 psychologist's obstetrician on such ability or inability and reference of the question to an obstetrician engaged at the joint expense of psychologist and Board for final and binding resolution.
3. By reason of her pregnancy, a psychologist 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 continuing to a reasonable requested date after birth. Following the grant of such a leave to any psychologist, her date of return may be further extended at the discretion of the Board for an additional reasonable period of time 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 psychologist beyond the end of the contract school year in which that leave is obtained. No tenured or non-tenured psychologist shall be barred from returning to work after the birth of her child solely on the grounds 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 psychologist 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 psychologist who would not have otherwise been offered such a contract.

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

TEMPORARY LEAVES OF ABSENCE  
AS TO SECRETARIES AND SUPPORT ONLY

A. Types of Leave  
Employees shall be entitled to the following temporary leaves of absence with full pay each year.

1. Personal  
Absence for two (2) days per year shall be granted to an employee without reduction in pay for personal business which cannot be performed otherwise than during employment hours. Such absence shall be allowed with the approval of the administration provided that such approval shall not be unreasonably withheld. Except in emergencies, it shall be the employee's responsibility to file the appropriate form with the Superintendent five (5) days in advance of the absence. Personal leave will not be granted for either of the two (2) days preceding or following holiday or vacation period except in emergency cases. The number of unused days in any year shall accumulate for the purposes of sick leave from year to year, as long as the employment is continuous. For personnel who begin employment February 1st or thereafter, this leave shall be limited to one (1) day. The purpose of personal business days is to allow the employee to perform such pressing and immediate business that it cannot be postponed or performed after employment hours. Any other use of personal business days is in violation of the contract.

2. Conference Days -- Secretaries

(a) Up to twelve (12) employee days for the Association per year shall be allowed for employees to attend conferences and conventions of State or National affiliated organizations.

Substitutes shall be compensated one-half by the Board and one-half by the Association.

(b) Two (2) days for the purpose of attending the annual N.J.E.A. Convention.

3. Conference Days -- Support

Up to nine (9) employee days per contract year shall be allowed for employees to attend conferences and conventions of State or National affiliated organizations. Request for attendance shall be made to the School Business Administrator. Substitutes shall be compensated one-half by the Board and one-half by the Association when attendance is requested by the employee or Association.

4. Legal

An employee shall be granted leave for a required appearance in a Court of Law or before an Administrative Agency, provided the employee is not a defendant in a criminal action, and provided further that the appearance does not involve an adversary proceeding between the Board and the employee. In an adversary proceeding between the Board and the employee, or where the employee is a defendant in a criminal action, the Board will grant the employee time off without pay for such appearance.

5. Other Leaves

Other leaves of absence with or without pay may be granted at the discretion of the Board.

B. Leaves taken pursuant to Section A-1 above shall be in addition to any sick leaves to which the employee is entitled.

C. Funeral Leave

In the event of a death in the immediate family, an allowance of up to five (5) days leave with pay shall be granted. "Immediate family" shall be spouse, child, stepchild, father, mother, father-in-law, mother-in-law, brother or sister or any member of an employee's immediate household. An allowance of one (1) day with pay shall be granted to attend the funeral of other relatives of the employee. This leave may be extended by the use of personal leave provided for in Subsection A(1) above.

EXTENDED LEAVES OF ABSENCE

A. Disability

1. Maternity

Maternity leave, without pay, shall be granted to an employee in accordance with the following conditions and procedures:

(a) Any employee who becomes pregnant shall notify the Superintendent thereof in writing within thirty (30) days after her pregnancy has been medically confirmed.

(b) Any employee seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said employee proposes to return. The Board shall honor the leave dates so requested if the same will not substantially interfere with the effective administration of the Cherry Hill School District and subject to the following conditions:



- (i) The Board may require as a condition of the employee's return to service, production of a certificate from a physician certifying that the employee is medically able to resume her duties.
  - (ii) In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for non-tenured employees.
  - (iii) In no event shall such leave extend beyond the beginning of the next succeeding September 1 from the date on which said leave is to commence for tenured employees.
- (c) The Board reserves the right to remove any pregnant employee from her position or to insist that the employee accept a leave of absence therefrom in accordance with these provisions if, after her pregnancy is confirmed, her work performance has substantially declined in comparison to her work performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue working. Such physical capacity shall be deemed so impaired if any of the following occur:
- (i) The pregnant employee, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or
  - (ii) The pregnant employee's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties; or
  - (iii) If, after a difference of medical opinion by the employee's physician and the Board's physician, a third physician designated by mutual agreement of the employee and the Board, or if no such agreement can be reached, by the Camden County Medical Society, certifies that, in his/her opinion, the employee is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, the fee shall be shared equally by the Board and the employee involved.
- (d) In the event that an employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or to continue to perform her duties. The Board shall grant such a request if:

- (i) It has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave had been originally requested or granted;
  - (ii) Such request can be fulfilled without substantially interfering with the effective administration of the Cherry Hill School District.
- (e) After the grant of leave to any employee pursuant to these provisions, the Board will give reasonable consideration to requests from the employee for either the extension or reduction of the period of leave so granted, subject to the following conditions:
- (i) The employee requesting same makes written application for such adjustments to the Superintendent of Schools and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contraindicated and that the employee is or will be able to resume her duties on the date on which resumption is requested.
  - (ii) The request can be fulfilled without substantially interfering with the effective administration of the Cherry Hill School District.
2. Workers Compensation
- Whenever any employee, entitled to sick leave under this Agreement, is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of employment, the Board shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the accumulated sick leave provided in this Agreement. Salary or wage payments provided in shall be made for absence during the waiting period in during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workers Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee as provided herein shall be reduced by the amount of any workers compensation award made for temporary disability.
- B. Good Cause
- Other leaves of absence, with or without pay, may be granted by the Board at its discretion.

C. Return From Leave

1. Salary

Upon return from leave granted pursuant to Section A or B of this Article, an employee shall be considered as if the employee were actively employed by the Board during the leave and shall be placed on the salary and vacation schedule at next succeeding level the employee was compensated at prior to commencement of said leave.

2. Benefits

Unused accumulated sick leave, personal days and vacation days to which an employee was entitled at the time the leave of absence commenced shall be restored to said employee upon return to work; provided however, sick leave days, personal days and vacation days shall not accrue during the leave of absence.

D. All initial applications, extensions or renewals of leaves of absence shall be applied for and responded to in writing.

Article XIII

PROMOTION  
AS TO TEACHERS ONLY

A. A notice of vacancy in a promotional position shall be sent to each school, and a copy shall be sent to the Association fifteen (15) days before the final date any applications must be submitted, except in the case of acting positions, notice shall be sent seven (7) days before the final date any applications must be submitted. The notice of vacancy shall clearly 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. When there is a vacancy in any position in the bargaining unit which is on the teachers' salary guide rated above teacher and pays an opportunity to make application for such position. The Board agrees to give due consideration to the professional background and qualifications of all applicants and other relevant factors. The Association will be notified of the identity of the person for the filling of applications, or if the position has not been filled within that period, of the reason for the delay. This paragraph shall not apply to co-curricular activity positions.

C. 1. When there is a vacancy in any position on Schedules "B" and "C" attached hereto, notice of said vacancy shall be advertised in the building in which said vacancy exists.

2. Vacancies in all schools in the district, and mailed to the Association, if not filled as a result of advertising in C.1.

3. During summer recess if a vacancy exists in any position in Schedule B, the vacancy shall be posted on the Bulletin Board at Central Administration building and a copy mailed to the Association.

Article XIV

BOARD'S FUNCTION  
AS TO TEACHERS AND PSYCHOLOGISTS ONLY

Except as limited by the provisions of this Agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and all other functions as are normally and customarily exercised by boards of education in the management of the affairs of the school district.

Article XV

SCHOOL CALENDAR  
AS TO TEACHERS ONLY

The in-school work year of teachers employed on a ten (10) month basis shall not exceed one hundred eighty-four (184) days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required. New personnel may be required to attend up to three (3) additional days during the work year for orientation.

Article XVI

TRANSFER OF PROFESSIONAL PERSONNEL  
AS TO TEACHERS ONLY

The transfer of professional personnel would normally take place at the request of a staff member. Circumstances could exist, however, where the need for administrative action was indicated.

- A. A request for transfer will be granted if:
1. A vacancy exists.
  2. The qualifications of the staff member involved meet the requirements of the available position in terms of professional preparation, experience and certification.
  3. The qualifications of the candidate meet the requirements of the available position and are superior to those of all other candidates.
- B. In granting a request for transfer, one or more of the following criteria will be applicable:
1. Transfers are needed to assure a well-balanced staff in terms of professional qualifications and experience. In the case of a new school, experienced personnel may be needed to permit an effective implementation of the educational program and staff stability.
  2. The assigned school cannot make effective use of the particular qualifications of the candidate.
    - a. Resignations may have created an imbalance of teachers best equipped to meet the particular needs of an instructional program at a particular grade level or for a specific ability group.
    - b. Additional professional preparation has qualified a candidate for a specialized area such as guidance.
  3. Transfer includes a potential for advancement.
  4. Enrollment decrease necessitates a reduction in staff.
  5. A transfer would be in the best interests of the individual and/or the school. A personally conflict may exist that does not permit a reasonable solution and has an undesirable effect on the instructional program.
- C. Procedure for Processing Transfer Requests
1. Four copies of the Transfer Request Form and a completed updated application shall be submitted to the building principal by the staff member requesting transfer.
  2. The building principal shall add his/her recommendation and shall include the reasons for his/her decision to approve or disapprove the request.
  3. The completed request and application shall be forwarded to the offices of the Assistant Superintendent for Personnel for endorsement.

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4. The Assistant Superintendent shall acknowledge the receipt of a transfer request and, in the case of disapproval, advise the transfer candidate of the reasons for the action. A copy of the letter shall be sent to the building principal.
  5. A copy of the request, together with the new application, shall be forwarded to the receiving principal for personnel approved for transfer consideration. A copy also shall be sent to the Personnel Office to advise that office of the staff member's candidacy.
  6. The receiving principal will schedule an interview with the transfer candidate as soon as possible and advise the Assistant Superintendent of his/her decision in writing.
  7. The Assistant Superintendent shall inform the transfer candidate of the final decision and advise the Personnel Office and the principals concerned of the successful candidates.
- D.
- Step 1. The administration shall place on a RIF list all non-tenured personnel except in those positions where assignments are known due to specialized certification.
  - Step 2. May 1st - posting of list of known vacancies.
  - Step 3. Receive transfer requests from tenured personnel. All requests must be submitted within the period May 1 to May 10th.
  - Step 4. Tenured teachers requesting transfers, tenured teachers transferred due to RIF (volunteers and non-volunteers) and tenured teachers who are returning from leaves of absence will be considered for placement in positions that are available as of May 1.
  - Step 5. Non-tenured personnel who were on the RIF list (#1 above) will be considered for open positions.
  - Step 6. Tenured teachers who have requested transfer will continue to be considered for vacancies that occur up through August 15th.
  - Step 7. The Association will be sent a list of known vacancies as of May 1st and July 30th.
- E.
- When a teacher is to be transferred due to a reduction in the number of teachers in a school or to fill a vacancy which occurs during the school year, every effort will be made to secure a volunteer who can meet the criteria provided for above.

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INVOLUNTARY TRANSFER AND REASSIGNMENTS  
AS TO SECRETARIES AND SUPPORT ONLY

Notice and reasons for an involuntary transfer or reassignment shall be given to employees by the immediate supervisor, as soon as possible prior to Board action on the same.

Article XVII

INVOLUNTARY REDUCTION OF PROFESSIONAL PERSONNEL  
AS TO TEACHERS ONLY

There shall be no reduction in force except for good cause and no decrease shall be effected otherwise than in accordance with the standards here prescribed. This procedure shall apply only to non-tenured teachers and under no circumstances shall a person who has tenure be released as long as any person who lacks tenure is retained.

- A. The Association's President shall receive written notice of the layoff before notification is given to any of the individual teachers affected.
- B. In the elementary faculty, the factors considered in the selection of the persons who are to be released from a building shall be, respectively, ability to fill the positions available and length of service rendered within the district. In that process, if two persons are relatively equal in ability then seniority accrued within the district but applied within the building shall be the governing factor and the senior person shall be retained.
- C. At the secondary level, the factors considered in the selection of the persons who are to be released from the building shall be, respectively, ability to fill the available post and length of service rendered within the department which is being reduced. If two persons are relatively equal in ability, then seniority as accrued within the building involved shall be the governing factor and the senior person shall be retained.
- D. Wherever two or more persons are equal in seniority and in ability to perform the available function or functions, the governing factor in the selection of the person to be released from the building involved shall be the level of certification.
- E. Wherever two or more persons are equal in length of service, in ability to perform the available function or functions and in level of certification, the governing factor in the selection of the person who is to be released from the building involved shall be the extent of accumulation of additional credits.

F. Where it has been necessary to reduce the number of teachers employed by the Board, the Assistant Superintendent for Personnel shall advise all principals by distributing a list of all non-tenure personnel affected by said reductions. Each principal shall be obligated to review this list and give preferential consideration to the listed individuals to fill any vacancies in his/her building, which preferential consideration shall not in any way be construed as a guarantee of employment. By September 1st of each year following the publication of this list, all individuals not absorbed in the existing openings shall be advised there are no openings for them in the Cherry Hill Schools.

- G. The Administration will make every effort to place any teacher who loses his job by reason of a reduction in staff in the Cherry Hill School District based on, first, ability to fill the position available, second, district-wide seniority, third, where seniority is equal in length then the extent of accumulation of additional graduate credits, before the hiring of any teacher who is a new applicant for employment.
  - H. The Association shall be supplied at all times with an accurate list of all personnel who are currently in layoff.
  - I. If a reduction becomes necessary, a layoff list shall be established on or before May 1st of each school year and an individual's name shall be retained on the list until September 15th of the next succeeding calendar year.
- NON-RENEWAL OF EMPLOYMENT  
AS TO SECRETARIES AND SUPPORT ONLY
- A. An employee who has received a notice of non-renewal of employment may, within five (5) calendar days thereafter, request in writing a statement of reasons for such non-renewal from the School Business Administrator which shall be given to the employee within ten (10) days after receipt of such request.
  - B. Said employee may request in writing an informal appearance before the Board provided a written request for same has been received in the office of the Secretary of the Board within five (5) days after receipt by the employee of the statement of reasons.
  - C. The appearance before the Board shall not be an adversary proceeding but shall be for the purpose of convincing the Board to offer re-employment.
  - D. The Board shall exercise its discretion in determining a reasonable length of time for the proceeding.
  - E. The Board shall provide adequate written notice to the employee of the date, time and place of the informal appearance.
  - F. The employee may be represented by counsel or one representative of the employee's choosing.

G. Within three (3) days following the informal appearance, the Board shall notify the affected employee in writing of its final determination.

Article XVIII

CLASS SIZE  
AS TO TEACHERS ONLY

- A. The Board and the Association recognize that overcrowded classrooms are detrimental to the educational process, and that reduction of class size is an important step toward solution of this problem.
- B. The Board will make every effort to establish and maintain appropriate class size.
- C. Problems relating to class size shall be the subject for discussion by the Association-Administration Liaison Committee.

Article XIX

CURRICULUM DEVELOPMENT  
AS TO TEACHERS ONLY

Should the Board finance the development or revision of a course of study, the decision shall be made by the superintendent and/or administration relative to the skills, abilities and talents of the teachers involved.

Adequate notice of all such development or revision shall be given to the Association prior to such undertaking so that teachers can make application to become involved.

Teachers involved shall function on released time, or if hours are spent in work beyond the thirty-five (35) hours work week herein otherwise provided for, teachers shall be paid \$19.22 per hour for such hours for the 1990-91 school year and \$20.83 per hour for such hours for the 1991-92 school year.

Alleged violations of the above shall be subject to Article III hereof.

Article XX

MEDICAL PLAN  
AS TO TEACHERS ONLY

- A. For those employees hired prior to July 1, 1991, the Board shall provide to the teacher and dependents, effective December 1, 1981, at no cost to the teacher, the following medical benefits coverage:

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;

And such other terms and conditions as are contained in the contracts in the possession of the parties.

- B. Effective July 1, 1991, and thereafter, for employees new to the district the Board shall provide to the employee and dependents, at no cost to the employee, the Medallion Plan medical benefits coverage.

- C. The Board shall provide each teacher and his/her dependents, at no cost to the teacher, a \$2 co-pay prescription plan consistent with the past practice of the parties.

- D. The Board shall provide each teacher, and his/her dependents, at no cost to the teacher, a dental plan as agreed upon by the parties.

- E. Since all medical benefits plans are limited in duration, the parties hereto shall participate jointly in selecting health benefits carriers.

MEDICAL PLAN  
AS TO PSYCHOLOGISTS ONLY

Those employees hired prior to July 1, 1991, shall continue to be included in the Medical Plan as established by the Board for teaching staff members.

There shall be no duplicating of coverage (viz. if psychologist's spouse has a medical plan, either for himself/herself and/or dependents, the Board will not be required to duplicate such coverage).

Effective July 1, 1991, and thereafter, for employees new to the district the Board shall provide to the employee and dependents, at no cost to the employee, the Medallion Plan medical benefits coverage.

PRESCRIPTION PLAN

Psychologists shall continue to be included in the Prescription Plan as established by the Board for teaching staff members.

DENTAL PLAN

Psychologists shall continue to be included in the Dental Plan as established by the Board for teaching staff members.

COVERAGE ON LEAVE

Those unit members not covered by the above plans are those on leave of absence, without pay, who are replaced by a full-time employee eligible to participate in the plan, except for those members who are on:

1. Maternity Leave
2. Medical Leave

HEALTH BENEFITS PLAN  
AS TO SECRETARIES AND SUPPORT ONLY

A. For those employees hired prior to July 1, 1991, the Board will provide New Jersey Blue Cross and Blue Shield coverage or equal coverage for the employees and their dependents. Such benefits are set forth in a booklet, a copy of which will be furnished by the Board to all employees. Effective November 1, 1982, the Board shall provide to the employee and dependents, the following medical and hospitalization coverage:

1. Blue Cross: Expanded/23, Rider J  
365/365, \$400 X-ray and lab,  
non-member rider;
2. Blue Shield: UCR/23, Rider J  
365/365, \$400 X-ray and lab;
3. Major Medical: Family \$100 aggregate deductible  
calendar year;
4. Catastrophic: 80% to first \$2,000 then 100% unlimited

B. Effective July 1, 1991, for employees new to the district and thereafter, the Board shall provide to the employee and dependents, at no cost to the employee, the Medallion Plan medical benefits coverage.

All other terms, conditions and restrictions are as contained in the contracts in the possession of the Board.

C. The Board shall provide to the employee and dependents, at no cost to the employee, a \$2 co-pay prescription plan consistent with the past practice of the parties.

D. The Board will continue the Dental Insurance Plan at a cost to the Board not to exceed \$700 per employee per year for the term of this Agreement. In the event premiums increase for more than \$700 per employee per year, the employee shall pay the difference by payroll deduction.

Article XXI  
SABBATICAL LEAVE  
AS TO TEACHERS ONLY

A sabbatical leave program is hereby established to permit teachers to pursue a program of study that may not necessarily lead to an advanced degree but is part of an accredited college course of study, subject to the following conditions:

1. Such leave shall be taken during the 1990-91 and 1991-92 school year and shall be limited to nine (9) teachers for the 1990-91 school year and nine (9) teachers for the 1991-92 school year.
2. a. To be eligible for such leave, a teacher must have been employed continuously by the Board for seven (7) years and each sabbatical leave list shall be established based on district wide seniority.  
b. Where the seniority of two or more teachers is equal, selections for sabbatical eligibility shall be determined by the drawing of lots.
3. Such leave shall be for a period of one (1) school year.
4. A teacher on sabbatical leave shall be paid at seventy-five (75%) percent of the salary he/she would have received had he/she remained on active duty in the district. Such payments shall be made on regular salary payment dates.
5. The program of study to be pursued during a sabbatical leave shall be subject to administrative approval and shall consist of a minimum of twelve (12) graduate and/or twelve undergraduate credits not available at the graduate level. If the program of study includes only graduate credits and meets the criteria established above, it shall be approved. If the program includes undergraduate credits, the sabbatical candidate must document the value of such program to the district which value may include recertification credits based on the needs of the district as certified by the administration.
6. The administration and the applicant shall agree in writing on a method of monitoring the program of study. In the event of a failure to pursue said program of study the Board shall have the right to terminate the salary payments provided for herein. Any such termination shall be subject to Article III hereof.
7. Applications for such leave shall be made on or before November 1st in the year preceding the school year for which it is requested on forms provided by the Board.

- 8. The Board shall post the sabbatical leave list on or before December 1st in the year preceding the school year for which it is requested. A copy of such list shall be forwarded to the Association. Within ninety (90) days of notification of eligibility for a sabbatical leave, a teacher must submit a program of study to the administration or lose eligibility for sabbatical leave for that year.
- 9. It is anticipated that the teacher will return to employment in the school district for a period of at least two (2) years after completion of his/her sabbatical leave in his/her original position and upon return from such leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he/she remained on active duty in the district.
- 10. The return to duties following a sabbatical leave shall establish the fiducial point for the teacher's eligibility for additional sabbatical leave.

ARTICLE XXII

UNDERSTANDINGS BETWEEN CHEA AND CHERRY HILL BOARD OF EDUCATION REGARDING DEPARTMENT CHAIRPERSONS

- A. The following conditions in the CHEA/BOE contract regarding extra pay do not apply to Department Chairpersons:
  - 1. Covering classes when teachers are absent and no substitute or teacher is available (Article VIII.E.).
  - 2. Curriculum development (Article XIX). It is understood the Department Chairpersons will perform curriculum development responsibilities as part of their basic job description. Preparing and presenting in-service programs. It is understood the Department Chairpersons will prepare and present in-service programs as part of their basic job description.
  - 4. Supervising as listed in Article IX.7.a-b.
  - 5. Summer work. Extra days in the summer will be paid on a summer per diem rate (1/5 of the weekly rate).
- B. Department Chairpersons are ineligible to:
  - 1. Teach summer school (Article IX.A.6).
  - 2. Coach except in an emergency approved by the Superintendent. It is understood that the Department Chairpersons may continue in their current coaching assignments for the 1991-92 school year as part of a transition.
  - 3. Hold co-curricular positions except in an emergency approved by the Superintendent. It is understood the Department Chairpersons may continue in their current co-curricular assignments for the 1991-92 school year as part of a transition.

- C. The Department Chairpersons workday is flexible and Article VIII.A.2 does not apply.

- D. Teaching load
  - 1. Basic plan

All Department Chairpersons will teach at least the equivalent of a full year class each year. The number of teaching classes will first be determined by the total number of teachers supervised and evaluated.

NUMBER OF TEACHERS	NUMBER OF CLASSES
12 or less	3
13 - 20	2
21 - 30	1
over 30	2 classes with assistant Department Chair teaching 2 classes

- 2. Other responsibilities

- a) The Department Chairpersons' teaching load will be reduced by the Administration one class for serving as the designated leader of a Standing Curriculum Committee.
- b) The teaching load may be reduced by the Administration one or two classes for the following responsibilities:
  - 1) Supervising and evaluating teachers in more than one building or department
  - 2) Supervising and evaluating five or more non-tenured teachers with less than three years teaching experience
  - 3) New State or District mandates in curriculum needing immediate attention
  - 4) Ongoing extra program responsibilities including basic skills

- 3. Since teaching schedules may already be in place, it is agreed that there will be flexibility during the 1991-92 transition year that could result in a department chairperson teaching fewer or more of their classes than indicated in the Basic Plan.

- E. The Department Chairpersons' work year is the teachers calendar plus two (2) to six (6) weeks in the summer as assigned by the administration beginning in the 1992-93 school year.

- 1. For the 1991-92 school year junior school department chairpersons will work two (2) weeks in the summer and high school department chairpersons will work four (4) weeks in the summer.

2. All department chairpersons and assistant department chairpersons will work at least two weeks in the summer.
3. Department chairpersons in the following positions will work additional summer weeks beyond the basic two weeks as listed below:
  - a. Junior School (7-8)  
English/Reading - 1 week
  - b. High School (9-12)
    - 1) English without an assistant department chairperson - 4 weeks
    - 2) English with an assistant department chairperson - 2 weeks
    - 3) Math - 3 weeks
    - 4) Social Studies - 2 weeks
    - 5) Foreign Language - 1 week
    - 6) Biology - 1 week
    - 7) Physical Science - 1 week
    - 8) Science - 2 weeks
    - 9) Business/Special Education - 1 week
    - 10) Guidance - 2 weeks
  - c. Other
    - 1) Art K-12 - 1 week
    - 2) Industrial Technology/Home Economics - 1 week

- H. It is expected that Department Chairpersons needed to interview, attend in-service and work on curriculum development above and beyond the days allocated during the summer will be paid at the summer per diem rate.
- I. Salary
  1. 1991 - 92
    - a. Teachers' guide plus current stipend with adjustments to five department chairpersons.
    - b. Department chairs appointed after July 15, 1991 for the first time will be paid on the Teachers' guide plus \$5000. This is for the teachers calendar plus two weeks in the summer.
    - c. The minimum stipend paid for a current department chair or assistant department chair will be \$5000.
    - d. The total 1991-92 salary will become each department chairs' fixed salary based on a teacher calendar plus 2 or 4 weeks summer work.
    - e. The range of the 1991-92 stipends will form the basic stipend range for future stipends.
  2. 1992 - 93
    - a. The 1991-92 actual stipend will be extended by an amount to be agreed upon. 1992-93 salary for department chairpersons will be determined by teacher salary guide plus stipend plus summer week adjustments.
    - b. Department chairs increased or decreased one summer week by the administration will have their salaries adjusted accordingly based upon the amount of \$1000 per week. See attached guide.

4. The number of summer weeks will be phased in over two years by adding or subtracting one week in 1992-93 and one week in 1993-94 until the number of assigned weeks is reached.

5. The number of summer weeks assigned will be reviewed by September 1, 1992 and adjustments made by the administration.

A separate job description will be prepared for each Department Chairperson following individual meetings held with the Curriculum Supervisor K-12. Board approval will not be sought until the Curriculum Supervisor K-12 has completed discussions with each department chairperson.

The position of coordinating teachers may be created by the administration beginning in the 1991-92 school year.

1. The person serving as a coordinating teacher may assist the Department Chairperson in all responsibilities except evaluation.
2. The coordinating teacher would be released from one teaching assignment and would have no regularly assigned supervisory duties.
3. The position of coordinating teacher would be for one year and would be readvertised with the specific needs for each year.
4. An individual is allowed to serve as a coordinating teacher for more than one year but must apply each year for the position.
5. There is no stipend for this position.

DEPARTMENT CHAIRPERSONS' STIPEND GUIDE

STEP	STIPEND FOR 10 MONTHS PLUS 2 WEEKS
1	\$5,000
2	5,335
3	5,671
4	6,006
5	6,341
6	6,700
7	7,040
8	7,346
9	7,633



10	7,857
11	8,057
12	8,354

For each additional week of summer work \$1,000 will be added to the stipend listed above.

Article XXIII

COMPLAINT PROCEDURE

AS TO SECRETARIES AND SUPPORT ONLY

A. The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of any complaint made to any member of the administration by any parent, student or other person, and they shall attempt an informal resolution of the same. At the request of the employee, the employee shall have the right to be represented by the Association at this or any meetings or conferences regarding said complaint. If a request for representation is not made at the informal meeting and it proceeds, any grievance arising out of the resolution of the complaint at the informal level shall not be subject to arbitration.

B. Other than material addressed to the employees, no material derogatory to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee had the opportunity to review such material. The employee shall acknowledge such material by affixing the employee's signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. In the event an employee refuses to sign the material then an Association representative shall acknowledge in writing that the employee has seen the material and has refused to sign the same. This acknowledgment shall be inserted in the employee's personnel file. The employee shall also have the right to submit a written answer to such material and the employee's answer shall be reviewed by the Superintendent and attached to the file copy.

Article XXIV

PROTECTION OF EMPLOYEES

AS TO SECRETARIES AND SUPPORT ONLY

A. An employee may use reasonable force as is necessary to protect himself/herself from attack. In the absence of a certificated person or special officer, an employee may use reasonable force to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil. Special officers shall defer to certificated persons when requested.

B. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

Article XXV

EMPLOYEE EQUIPMENT AND EXPENSES

AS TO SECRETARIES ONLY

All employees shall be provided with the appropriate equipment necessary to do a high quality of work.

A. Electric typewriters shall be replaced, when necessary, as determined by the School Business Administrator/Board Secretary.

B. 1. Expenses incurred by the employees that are subject to reimbursement by the Board shall be paid upon prior approval by the immediate supervisor and School Business Administrator/Board Secretary.

2. When Association employees are called upon to use their privately owned vehicles, they will be reimbursed for their mileage at the rate established in the then current Board policy upon submitting a proper voucher.

Article XXVI

EMPLOYEE EQUIPMENT, UNIFORMS AND EXPENSES

AS TO SUPPORT ONLY

A. Employees where applicable shall be provided with the following uniforms and equipment after 90 days of employment in the job classification:

ENGINEERS -- three black shirts and three pairs of black trousers. One set of black coveralls per year.

PRINT SHOP OPERATOR -- Three shirts, three pairs of trousers and one smock.

IMC TECHNICIAN (REPAIRMAN) -- two shirts, two pairs of trousers and one smock.

SCHOOL MEDIA TECHNICIAN -- two smocks.

COPY MACHINE OPERATOR -- two smocks.

DISTRICT MEDIA TECHNICIAN -- two smocks.

5. 1. Employees shall sign for the above uniforms and equipment and will be responsible for the cleaning of the uniforms and replacement cost of uniforms or equipment if lost or stolen.
2. Replacement uniforms and equipment shall be made available to employees upon requisition by the employee and return of clean, used uniforms or equipment recognized by the supervisor as unfit for further use. Employees shall return clean uniforms and equipment upon leaving the Board's employment for any reason.
3. The wearing of the uniform shall be limited to the Board's premises during the course of employee's workday or in travel to and from the employee's home to work.
- C. 1. Expenses incurred by the employees that are subject to reimbursement by the Board shall be paid upon prior approval by the immediate supervisor and School Business Administrator/Board Secretary.
2. When unit employees are called upon to use their privately owned vehicles, they will be reimbursed for their mileage at the rate established in the then current Board policy upon submitting a proper voucher.

MISCELLANEOUS PROVISIONS  
AS TO TEACHERS ONLY

- A. 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.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified letter at the following addresses:
  1. If by Association, to Board at:
 

Browning Lane, P.O. Box 5015  
Cherry Hill, New Jersey 08034
  2. If by Board, to Association at:
 

President  
Cherry Hill Education Association  
1201 Marlkrass Road  
Cherry Hill, New Jersey 08003

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- C. All employees are expected to report for work on every workday designated by the official school calendar unless properly excused. Unexcused absences are to be treated as acts of insubordination and may be constituted as cause for dismissal.
- D. In case of an accident to an employee while on duty, no matter how slight, it is necessary to notify the immediate supervisor without delay, and then give in writing the details of the accident or injury. The paid absence of an employee due to injury which is compensable under the New Jersey Worker's Compensation Act shall be subject to deduction of such payments as may be made by the insurance company for loss of wages.
- E. The Board of Education will pay reasonable expenses, fees, meals, lodging and transportation incurred by teachers who attend sessions which are required and/or requested by the Cherry Hill School District. This paragraph shall not apply to the New Jersey Education Association Conventions.
- F. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, and assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, domicile, or marital status, age or sex.
- G. Any individual contract between the Board and an individual teacher, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- H. The Board of Education shall provide additional compensation to teachers who participate in the district's "Outdoor Education" program, at the rate of \$102.84 per day for the 1990-91 school year and \$111.48 per day for the 1991-92 school year to those teachers who stay overnight. It is expected that all sixth grade teachers shall participate in the program provided, however, in the event a sixth grade teacher cannot so participate for personal reasons, such teacher shall be excused therefrom.
- I. Beginning of school year orientation of teachers shall be scheduled to provide a uniform two (2) hours lunch break for all new professional staff members.
- J. The Board of Education will maintain an up-to-date, district-wide seniority list of all tenured members of the bargaining unit, which will be available in the personnel office for examination by the Association. Such list shall be consistent with law and/or N.J.A.C. 6:3-1.10.

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MISCELLANEOUS PROVISIONS  
AS TO PSYCHOLOGISTS ONLY

- A. Psychologists required to use their own automobiles in performance of their duties shall be reimbursed at a rate consistent with other employees of the district and approved by their appropriate supervisor.
- B. Psychologists shall have input in the establishment of work assignments for the next school year or changes in work assignments during the school year. This input shall be through meetings with the appropriate supervisor. This input shall not be interpreted as limiting in any way the administration's prerogative to make final decisions regarding work assignments.
- C. 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.

MISCELLANEOUS PROVISIONS  
AS TO SECRETARIES AND SUPPORT ONLY

- A. If any provision, or any application thereof, of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.
- C. Dues shall be deducted in accordance with N.J.S. 52:14-15.9 (e) as it may be amended or supplemented.

WITHHOLDING AN INCREMENT

The provisions of N.J.S.A. 18A:29-14 and all interpretations of it by the Commissioner of Education, the State Board of Education and the Courts of the State of New Jersey shall be a term and condition of employment between the parties hereto. The Board shall have the right to withhold an increment from an employee and the employee shall have the right to appeal such action.

AS TO SUPPORT ONLY

- E. Overtime work at high schools shall be equally rotated between engineers and head custodians. If neither is available, then it may be offered to qualified non-unit personnel.

Article XXVIII

DURATION OF AGREEMENT

Unless otherwise provided herein, this Agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1992 subject to the Association's right to negotiate a successor 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.

AS TO TEACHERS ONLY

Schedules "A," "A-1," "B," "B-1," and "C," "C-1" are made a part hereof.

AS TO PSYCHOLOGISTS AND SUPPORT ONLY

Schedules "A" and "A-1" are made a part hereof.

AS TO SECRETARIES ONLY

Schedules "A," "A-1," and "B" are made a part hereof.

CHERRY HILL EDUCATION ASSOCIATION  
By Vivian Robinson, President

BOARD OF EDUCATION OF THE  
TOWNSHIP OF CHERRY HILL  
By Falch Jerome, President

**SALARY GUIDE PLACEMENT  
EXPERIENCE CHART (Teachers)**

**CHEERY HILL PUBLIC SCHOOLS  
Cherry Hill, New Jersey**

Years of Experience Completed As of 6/30/90	Step on Guide	Years of Experience Completed As of 6/30/91	Step on Guide
0	1	0	1
1	2	1	2
2	3	2	3
3	4	3	4
4	5	4	5
5-9	6	5	6
10	7	6-10	7
11	8	11	8
12	9	12	9
13	10	13	10
14	11	14	11
15	12	15	12
16	13	16	13
17	14 A&B	17	14 A&B
18	15 A&B	18	15 A&B
19	15B	19	15B
20	CAREER	20	CAREER

**TEACHERS' SALARY GUIDE  
1990-91  
SCHEDULE A**

Step on Guide	(B) BA	(C) B+15	(D) BA+30	(E) MA	(F) B+15	(G) B+30	(H) DOC
1	24644	25244	25944	26944	28044	29244	30844
2	24944	25544	26244	27244	28344	29544	31144
3	25532	26132	26832	27832	28932	30132	31732
4	26298	26898	27598	28598	29698	30898	32498
5	26969	27569	28269	29269	30369	31569	33169
6	28041	28641	29341	30341	31441	32641	34241
7	29106	29706	30406	31406	32506	33706	35306
8	30237	30837	31537	32537	33637	34837	36437
9	31349	31949	32649	33649	34749	35949	37549
10	32505	33105	33805	34805	35905	37105	38705
11	33567	34167	34867	35867	36967	38167	39767
12	34652	35252	35952	36952	38052	39252	40852
13	36294	36894	37594	38594	39694	40894	42494
14	42787	43387	44087	45087	46187	47387	48987
15	48023	48623	49323	50323	51423	52623	54223
CAREER	49023	49623	50323	51323	52423	53623	55223

**ACTUAL FULL YEAR SALARIES FOR THE FOLLOWING STEPS:**

14 A&B	40515	41121	41801	42836	43891	45103	46721
15 A&B	45445	46031	46699	47699	48740	49930	51489

CHERRY HILL PUBLIC SCHOOLS  
Cherry Hill, New Jersey

APPENDUM TO SCHEDULE A  
AS TO TEACHERS ONLY

TEACHERS' SALARY GUIDE  
1991-92  
SCHEDULE A-1

Step on Guide	(B) MA	(C) PA+15	(D) PA+30	(E) MA	(F) PA+15	(G) PA+30	(H) DOC
1	27048	27748	28448	29548	30648	31848	33448
2	27348	28048	28748	29848	30948	32148	33748
3	27648	28348	29048	30148	31248	32448	34048
4	28168	28868	29568	30668	31768	32968	34568
5	29086	29786	30486	31586	32686	33886	35486
6	30034	30734	31434	32534	33634	34834	36434
7	31175	31875	32575	33675	34775	35975	37575
8	32387	33087	33787	34887	35987	37187	38787
9	33578	34278	34978	36078	37178	38378	39978
10	34816	35516	36216	37316	38416	39616	41216
11	35953	36653	37353	38453	39553	40753	42353
12	37116	37816	38516	39616	40716	41916	43516
13	38874	39574	40274	41374	42474	43674	45274
14	45829	46529	47229	48329	49429	50629	52229
15	51437	52137	52837	53937	55037	56237	57837
CAREER	52437	53137	53837	54937	56037	57237	58837
<b>ACTUAL FULL YEAR SALARIES FOR THE FOLLOWING STEPS:</b>							
14 A&B	43445	44120	44820	45895	46995	48195	49795
15 A&B	48707	49383	50078	51162	52251	53453	55058

In the event the Board and the Association do not reach agreement for a successor contract for the 1992-93 school year prior to July 1, 1992 and the salary schedule attached hereto as Schedule A-1 must, by operation of law, be implemented temporarily for the 1992-93 school year, each teacher shall receive a salary increase equal to his percentage increment on Schedule A-1; provided, however, no teacher shall receive a salary increase greater than 4.76%. The limitation of advancement of a teacher on the salary schedule as a result of this restraint shall not result in the addition of another guide step.

SCHEDULES "B", "B-1",  
ATHLETIC SALARIES

HIGH SCHOOL SPORTS	POSITION	1990-1991		1991-1992	
		MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
FOOTBALL	Head Coach	3843	6113	4166	6626
	Assistant	2321	3463	2516	3754
BASKETBALL, WRESTLING	Head Coach	3083	5368	3342	5819
	Assistant	1943	3083	2106	3342
BASEBALL/SOFTBALL, GYMNASIICS, SOCCER, CROSSCOUNTRY, FIELD HOCKEY, SWIMMING, TENNIS	Head Coach	3083	4223	3342	4578
	Assistant	1943	3083	2106	3342
INDOOR WINTER TRACK	Head Coach	1543	2667	1673	2891
	Assistant	971	2112	1053	2289
CROSS COUNTRY	Head Coach	1543	2667	1673	2891
	Head Coach	1163	2288	1261	2480
TENNIS, TENNIS	Head Coach	1941	3083	2104	3342
	Assistant	1350	1906	1463	2066
PEERLEADING (Fall)	Director	1165	1849	1263	2004
	Assistant	810	1144	878	1240
PEERLEADING (Winter)	Director	1456	2312	1578	2506
	Assistant	1012	1429	1097	1549

JUNIOR SCHOOLS

	1990-1991		1991-1992	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
HEAD COACHES	1943	3083	2106	3342
CHEERLEADING DIRECTOR	1350	1906	1463	2066
ASSISTANT COACHES	1350	1906	1463	2066
BOWLING COACHES	1350	1906	1463	2066

SCHEDULES "C", "C-1",  
CO-CURRICULAR SALARIES

HIGH SCHOOLS		1990-1991		1991-1992	
		MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
SENIOR CLASS ADVISOR			2098		2274
JUNIOR CLASS ADVISOR			2098		2274
SOPHOMORE CLASS ADVISOR			1500		1626
FRESHMAN CLASS ADVISOR			1411		1530
SCHOOL STORE		763	1061	827	1150
PUBLICITY DIRECTOR		971	1521	1053	1649
STUDENT COUNCIL DIRECTOR		1733	2288	1879	2480
YEARBOOK ADVISOR		1943	3083	2106	3342
YEARBOOK ART ADVISOR		678	954	735	1034
YEARBOOK LITERARY ADVISOR		678	954	735	1034
YEARBOOK BUSINESS ADVISOR		678	954	735	1034
NEWSPAPER ADVISOR		1733	2288	1879	2480
LITERARY MAGAZINE ADVISOR		864	1141	937	1237
LITERARY MAGAZINE ART ADVISOR		379	678	411	735
FORENSICS ADVISOR		1247	1521	1352	1649
PHOTOGRAPHY ADVISOR		1247	1521	1352	1649
PRINT SHOP ADVISOR		1247	1521	1352	1649
NATIONAL HONOR SOCIETY ADVISOR		481	763	521	827
LIVING SPECIMEN MAINTENANCE FOR BIOLOGY ADVISOR		864	1141	937	1237
FUTURE TEACHERS OF AMERICA ADVISOR		589	864	638	937
MARCHING BAND	DIRECTOR	3463	4571	3754	4955
	ASSISTANT	2321	3463	2516	3754
CO-CURRICULAR CONCERTS		1103	1577	1196	1709
CO-CURRICULAR MUSIC	A	1543	2667	1673	2891
	B	775	1337	840	1449

SCHEDULES "C", "C-1",  
CO-CURRICULAR SALARIES

SCHEDULES "C", "C-1",  
CO-CURRICULAR SALARIES

HIGH SCHOOLS	1990-1991		1991-1992	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
AMA/MUSICALS	1543	2667	1673	2891
ASSISTANTS/SHOW	864	1147	937	1243
LEATER WORKSHOP DIRECTOR	864	1147	937	1243
LEATER TECHNICAL ASSISTANT	864	1147	937	1243
PAGE MANAGER	864	1147	937	1243
GHITING/SOUND MANAGER	864	1147	937	1243
AVAS	763	1061	827	1150
ST/WEST H.S. BAND DIRECTOR		601		651
S. STUDENT ACTIVITIES ADVISOR		6789		7359

ELEMENTARY SCHOOLS	1990-1991		1991-1992	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
SAFETY PATROL DIRECTORS	763	1061	827	1150
AUDIO-VISUAL COORDINATORS	763	1061	827	1150
ALL C.H. ELEMENTARY BAND DIRECTOR	1247	1523	1352	1651
ASSISTANT DIRECTOR	1061	1350	1150	1463
ALL C.H. ELEMENTARY ORCHESTRA DIR.	1247	1523	1352	1651
ALL C.H. ELEMENTARY CHORUS DIRECTOR	1247	1523	1352	1651
ALL C.H. ELEMENTARY CHORUS ELEM. ASSISTANT DIRECTOR/ACCOMP.	1061	1350	1150	1463

JUNIOR SCHOOLS	1990-1991		1991-1992	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
ND/ORCHESTRA DIRECTORS	1247	1523	1352	1651
EE CLUB DIRECTORS	1247	1523	1352	1651
L C. H. JUNIOR SCHOOL BAND DIRECTOR		601		651
L C. H. JUNIOR SCHOOL ORCHESTRA DIRECTOR		601		651
NIOR SCHOOL STUDENT ACTIVITIES ADVISOR		6789		7359
ARBOOK DIRECTORS	864	1141	937	1237
UDENT COUNCIL DIRECTORS	1061	1350	1150	1463
WSPAPER DIRECTORS	864	1141	937	1237
BLICITY DIRECTORS	864	1141	937	1237
NIOR DRAMA DIRECTOR	864	1141	937	1237
NIOR DRAMA ASSISTANT DIRECTOR	489	860	530	932

CHERRY HILL EDUCATION ASSOCIATION: SCHOOL PSYCHOLOGISTS

**SCHEDULES A and A-1 SALARIES**

1990-91 (7/1/90 - 6/30/91)

and

1991-92 (7/1/91 - 6/30/92)

NAME	SALARY 1990-1991	SALARY 1991-1992
FALK, Libby	60,388	65,171
JACKSON, Ronald	58,388	63,171
MELTZER, Lewis	60,136	64,919
NAYLOR, Bruce	44,509	49,292
SALATINO, Mildred	60,701	65,484
WUHL, Gloria	57,516	62,299

**SCHEDULE B**

**CLASS I AND CLASS II SECRETARIES**

**CREDIT FOR EXPERIENCE ON SALARY GUIDE**

Years of Experience	Step
0	1
1-2	2
3-7	3
8	4
9	5
10	6
11	7
12	8
13	9
14	10
15	11
16	12
17	13
18	14
19	15
20+	16



SCHEDULE A  
CHEA SECRETARIAL -- YEAR 1  
1990-91

Step	Class I	Class II
1	12,600	11,900
2	13,057	12,295
3	13,655	12,676
4	14,229	13,166
5	14,863	13,818
6	15,497	14,449
7	16,133	15,103
8	16,767	15,737
9	17,401	16,372
10	18,036	17,028
11	18,670	17,641
12	19,306	18,275
13	20,020	18,909
14	20,637	19,585
15	21,395	20,300
16	22,395	21,300

Effective July 1 of the year following completion of the tenth year of secretarial service in Cherry Hill, a \$500 career increment will be paid each year through the twentieth year.

Effective July 1 of the year following completion of the twentieth year of secretarial service in Cherry Hill, and each year thereafter, a \$1,000 career increment will be paid.

SCHEDULE A-1  
CHEA SECRETARIAL -- YEAR 2  
1991-92

Step	Class I	Class II
1	13,175	12,475
2	13,611	12,908
3	14,134	13,311
4	14,761	13,724
5	15,403	14,254
6	16,089	14,959
7	16,776	15,642
8	17,464	16,350
9	18,150	17,037
10	18,836	17,725
11	19,524	18,435
12	20,210	19,098
13	20,899	19,783
14	21,671	20,470
15	22,594	21,368
16	23,790	22,623

Effective July 1 of the year following completion of the tenth year of secretarial service in Cherry Hill, a \$500 career increment will be paid each year through the twentieth year.

Effective July 1 of the year following completion of the twentieth year of secretarial service in Cherry Hill, and each year thereafter, a \$1,000 career increment will be paid.

CHERRY HILL EDUCATION ASSOCIATION: SUPPORT

SCHEDULES A and A-1 SALARIES

1990-91 (7/1/90 - 6/30/91)  
and  
1991-92 (7/1/91 - 6/30/92)

NAME	SALARY 1990-1991	SALARY 1991-1992
AKIN, Marie	10,919	11,836
DeVALLE, Ricardo	31,729	34,394
FAIRBANKS, Barbara	22,210	24,076
FLEISHER, Ruth	13,099	14,199
HALES, Yolanda	17,360	18,818
HAMSON, Gordon	22,991	24,922
MARUT, Norma	14,561	15,784
MASCIO, Robert	31,355	33,989
MORRISON, Evelyn	15,205	16,482
PAOLINE, Richard	31,652	34,311
REIM, Albert	15,969	17,310
RICHARDS, Rhoda	13,099	14,199
SHINN, Walter	35,031	37,974
SUTCLIFFE, Elizabeth	17,374	18,833

APPENDIX I  
SIDEBAR AGREEMENTS  
AS TO TEACHERS ONLY

1. On a non-contractual basis, the Board will continue its policy of giving consideration to the promotion of teachers in its employ to administrative positions. This is not to be construed as a waiver by the Board of its management functions nor as a commitment that it will not hire administrative personnel from the outside should it determine that the best interests of the district require such action.
2. The Board shall allocate annually to each elementary school the sum of \$100, to each junior school the sum of \$300, and to each high school the sum of \$500, to be used for a professional library.
3. Article XII A-7 as it appeared in the 1976-79 agreement between the parties was deleted as being illegal and unenforceable. In the event the law of the State of New Jersey changes so that said provision becomes legal and enforceable, said provision shall automatically become part of the current agreement between the parties without negotiation or further action on the part of the parties to this agreement. In the interim period the Board shall give consideration for such absence on a case to case basis consistent with N.J.S.A. 18A:30-6.
4. In accordance with Article VIII A.4, the Board shall schedule two partial student days at the elementary level at the beginning of the school year. The partial days shall be utilized for activities relating to the opening of school as may be determined by the principal after discussion with the building liaison committee.
5. New hires shall not be placed at a step greater than the salary step of a current employee with the same number of years of service and training.

SIDE LETTER  
AS TO SUPPORT ONLY

Current employees who are teacher aides and functioning as school copy machine operators at High School East and West (Richards, Fleisher, Aiken) shall become part of the CHASP Support Unit effective 7/1/88. These employees shall work a 40-week year, 35 hours per week. Effective 7/1/88 salaries shall be adjusted up or down based on previous number of hours per week, and 1987-88 hourly rate as teacher aides. The adjusted salaries shall be increased by 8.5% in 1988-89 and 8.5% in 1989-90.

CHEERY HILL EDUCATION ASSOCIATION OFFICERS 1991-92

Vivian L. Robinson	President
Mitzi Brams	Vice President (Secondary)
Linda Dobulik	Vice President (Junior Schools)
Richard Baker	Vice President (Elementary)
Mark Pincur	Treasurer
Harriet Rosenberg	Secretary
Glenn Nec	CEA Chlef Negotiator
Tim Sadar	Chairperson
	Grievance Committee
	1990-91
Mitzi Brams and	Co-Chairpersons
Caryl Gorman	Grievance Committee
	1991-92