

**AGREEMENT**  
**BETWEEN**  
**THE CHERRY HILL TOWNSHIP BOARD OF EDUCATION**  
**AND**  
**THE CHERRY HILL EDUCATION ASSOCIATION**  
**2021-2025**

## TABLE OF CONTENTS

<b>SECTION ONE – COMMON PROVISIONS</b>		
<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
1.1	PREAMBLE	5
1.2	DISTINCTION OF GROUPS OF EMPLOYEES	5
1.2	RECOGNITION AS TO CERTIFIED STAFF ONLY	6
1.2	RECOGNITION AS TO SECRETARIAL STAFF ONLY	6
1.2	RECOGNITION AS TO SUPPORT STAFF ONLY	7
1.2	RECOGNITION AS TO TECHNOLOGY STAFF ONLY	7
1.2	RECOGNITION AS TO FACILITIES STAFF ONLY	7
1.2	CIVIL UNIONS AS TO ALL EMPLOYEES	8
1.3	NEGOTIATION PROCEDURE AS TO ALL EMPLOYEES	8
1.4	GRIEVANCE PROCEDURE AS TO ALL EMPLOYEES	8
1.5	EMPLOYEE RIGHTS AS TO ALL EMPLOYEES	12
1.6	ASSOCIATION RIGHTS AND PRIVILEGES AS TO ALL EMPLOYEES	13
1.7	ASSOCIATION-ADMINISTRATION LIAISON AS TO ALL EMPLOYEES	15
1.8	INTRA-SCHOOL COMMUNICATIONS AS TO ALL EMPLOYEES	15
1.9	SALARY PROVISIONS AS TO ALL EMPLOYEES	16
1.10	EXTENDED LEAVES OF ABSENCE AS TO ALL EMPLOYEES	16
1.11	MISCELLANEOUS AS TO ALL EMPLOYEES	17
1.12	INSURANCE BENEFIT PLAN AS TO ALL EMPLOYEES	18
1.13	NONDISCRIMINATION AS TO ALL EMPLOYEES	23
1.14	MISCELLANEOUS PROVISIONS AS TO ALL EMPLOYEES	23
1.15	ADVANCEMENT OF PERSONNEL AS TO ALL EMPLOYEES	23
1.16	AGENCY FEE	24

<b>SECTION TWO – CERTIFIED STAFF</b>		
<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
2.1	TEACHING HOURS AND LOAD AS TO CERTIFIED STAFF ONLY	26
2.2	SALARIES AS TO CERTIFIED STAFF ONLY	30
2.3	EMPLOYEE EVALUATION AS TO CERTIFIED STAFF ONLY	32
2.4	EMPLOYMENT AS TO CERTIFIED STAFF ONLY	34
2.5	LEAVES OF ABSENCE AS TO CERTIFIED STAFF ONLY	35
2.6	PROMOTION AS TO CERTIFIED STAFF ONLY	38
2.7	BOARD'S FUNCTION AS TO CERTIFIED STAFF ONLY	39
2.8	SCHOOL CALENDAR AS TO CERTIFIED STAFF ONLY	39
2.9	TRANSFERS AS TO CERTIFIED STAFF ONLY	40
2.10	INVOLUNTARY REDUCTION OF CERTIFIED STAFF ONLY	43
2.11	CLASS SIZE AS TO CERTIFIED STAFF ONLY	43
2.12	CURRICULUM DEVELOPMENT AS TO CERTIFIED STAFF ONLY	43
2.13	TUITION REIMBURSEMENT AS TO CERTIFIED STAFF ONLY	44
2.14	MISCELLANEOUS PROVISIONS AS TO CERTIFIED STAFF ONLY	45



<b>SECTION THREE –SECRETARIAL STAFF</b>		
<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
3.1	WORK SCHEDULE AS TO SECRETARIAL STAFF ONLY	47
3.2	SUMMER WORK SCHEDULE AS TO SECRETARIAL STAFF ONLY	48
3.3	SALARIES AND CLASSIFICATIONS AS TO SECRETARIAL STAFF ONLY	49
3.4	EMPLOYEE EVALUATION AS TO SECRETARIAL STAFF ONLY	50
3.5	TEMPORARY LEAVES OF ABSENCE AS TO SECRETARIAL STAFF ONLY	51
3.6	EXTENDED LEAVES OF ABSENCE AS TO SECRETARIAL STAFF ONLY	52
3.7	TRANSFERS AS TO SECRETARIAL STAFF ONLY	53
3.8	NON-RENEWAL OF EMPLOYMENT AS TO SECRETARIAL STAFF ONLY	53
3.9	COMPLAINT PROCEDURE AS TO SECRETARIAL STAFF ONLY	53
3.10	PROTECTION OF EMPLOYEES AS TO SECRETARIAL STAFF ONLY	54
3.11	EXPENSES AS TO SECRETARIAL STAFF ONLY	54
3.12	TUITION REIMBURSEMENT AS TO SECRETARIAL STAFF ONLY	54
3.13	MISCELLANEOUS PROVISIONS AS TO SECRETARIAL STAFF ONLY	55

<b>SECTION FOUR – SUPPORT STAFF</b>		
<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
4.1	WORK SCHEDULE AS TO SUPPORT STAFF ONLY	56
4.2	SUMMER WORK SCHEDULE AS TO SUPPORT STAFF ONLY	58
4.3	SALARIES AND CLASSIFICATIONS AS TO SUPPORT STAFF ONLY	58
4.4	EMPLOYEE EVALUATION AS TO SUPPORT STAFF ONLY	59
4.5	TEMPORARY LEAVES OF ABSENCE AS TO SUPPORT STAFF ONLY	60
4.6	EXTENDED LEAVES OF ABSENCE AS TO SUPPORT STAFF ONLY	61
4.7	TRANSFERS AS TO SUPPORT STAFF ONLY	62
4.8	NON-RENEWAL OF EMPLOYMENT AS TO SUPPORT STAFF ONLY	62
4.9	COMPLAINT PROCEDURE AS TO SUPPORT STAFF ONLY	65
4.10	PROTECTION OF EMPLOYEES AS TO SUPPORT STAFF ONLY	63
4.11	EXPENSES AS TO SUPPORT STAFF ONLY	64
4.12	TUITION REIMBURSEMENT AS TO SUPPORT STAFF ONLY	64
4.13	MISCELLANEOUS PROVISIONS AS TO SUPPORT STAFF ONLY	64

<b>SECTION FIVE – TECHNOLOGY STAFF</b>		
<b>ARTICLE</b>	<b>TITLE</b>	
5.1	WORK SCHEDULE AS TO TECHNOLOGY STAFF ONLY	65
5.2	SUMMER WORK SCHEDULE AS TO TECHNOLOGY STAFF ONLY	66
5.3	SALARIES AND CLASSIFICATIONS AS TO TECHNOLOGY STAFF ONLY	67
5.4	EMPLOYEE EVALUATION AS TO TECHNOLOGY STAFF ONLY	68
5.5	TEMPORARY LEAVES OF ABSENCE AS TO TECHNOLOGY STAFF ONLY	68
5.6	EXTENDED LEAVES OF ABSENCE AS TO TECHNOLOGY STAFF ONLY	70
5.7	TRANSFERS AS TO TECHNOLOGY STAFF ONLY	71
5.8	NON-RENEWAL OF EMPLOYMENT AS TO TECHNOLOGY STAFF ONLY	71
5.9	COMPLAINT PROCEDURE AS TO TECHNOLOGY STAFF ONLY	71
5.10	PROTECTION OF EMPLOYEES AS TO TECHNOLOGY STAFF ONLY	72
5.11	EXPENSES AS TO TECHNOLOGY STAFF ONLY	72
5.12	TUITION REIMBURSEMENT AS TO TECHNOLOGY STAFF ONLY	72
5.13	MISCELLANEOUS PROVISIONS AS TO TECHNOLOGY STAFF ONLY	73

<b>SECTION SIX – FACILITIES STAFF</b>		
<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
6.1	WORK SCHEDULE AS TO FACILITIES STAFF ONLY	74
6.2	SALARIES AND CLASSIFICATIONS AS TO FACILITIES STAFF ONLY	76
6.3	EMPLOYEE EVALUATION AS TO FACILITIES STAFF ONLY	82
6.4	TEMPORARY LEAVES OF ABSENCE AS TO FACILITIES STAFF ONLY	82
6.5	EXTENDED LEAVES OF ABSENCE AS TO FACILITIES STAFF ONLY	84
6.6	MISCELLANEOUS PROVISIONS AS TO FACILITIES STAFF ONLY	85

<b>SECTION SEVEN – DURATION OF AGREEMENT</b>		
<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
7.1	DURATION OF AGREEMENT	92

<b>SECTION EIGHT – APPENDIXES</b>		
<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
APPENDIX 8.1	SIDEBAR AGREEMENTS AS TO CERTIFIED STAFF	93
APPENDIX 8.2	ADDENDUM TO SCHEDULE A AS TO CERTIFIED STAFF ONLY	93
APPENDIX 8.3	INCENTIVE PLAN CONCEPTS AS TO ALL EMPLOYEES	93

<b>SECTION NINE – SALARY SCHEDULES</b>		
<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
SCHEDULE A-1	CERTIFIED STAFF SALARY GUIDE 2021-2025	95
SCHEDULE A-2	CERTIFIED STAFF EXTENDED YEAR SALARY GUIDE 2022-2025	97
SCHEDULE A-3	CERTIFIED STAFF ADDITIONAL TEACHING PERIOD SALARY GUIDE 2021-2025	99
SCHEDULE B	ATHLETIC SALARIES 2021-2025	101
SCHEDULE C	CO-CURRICULAR SALARIES 2021-25	103
SCHEDULE D-4	SECRETARIAL STAFF SALARY GUIDE 2021-2025	107
SCHEDULE E	MISCELLANEOUS STIPENDS AND PAYMENTS 2021-2025	109
SCHEDULE F	SUPPORT STAFF SALARIES 2021-25	113
SCHEDULE G	TECHNOLOGY STAFF SALARIES 2021-25	113
SCHEDULE H	FACILITIES STAFF SALARIES 2021-25	113

## **SECTION ONE – COMMON PROVISIONS**

### **Article 1.1 PREAMBLE**

This Agreement entered into this 1st day of July, 2021, 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:

### **Article 1.2 DISTINCTION OF GROUPS OF EMPLOYEES**

Throughout this agreement that portion of the ARTICLES contained herein headed or labeled "CERTIFIED STAFF" shall apply only to those employees as defined in Article 1.2.

'RECOGNITION AS TO CERTIFIED STAFF ONLY". Throughout this agreement that portion of the ARTICLES contained herein headed or labeled "SECRETARIAL STAFF" shall apply only to those employees as defined in Article 1.2. 'RECOGNITION AS TO SECRETARIAL STAFF ONLY".

Throughout this agreement that portion of the ARTICLES contained herein headed or labeled "SUPPORT STAFF" shall apply only to those employees as defined in Article 1.2. 'RECOGNITION AS TO SUPPORT STAFF ONLY". Throughout this agreement that portion of the ARTICLES contained herein headed or labeled "TECHNOLOGY STAFF" shall apply only to those employees as defined in Article 1.2. 'RECOGNITION AS TO TECHNOLOGY STAFF ONLY". Throughout this agreement that portion of the ARTICLES contained herein headed or labeled "FACILITIES STAFF" shall apply only to those employees as defined in Article 1.2. "FACILITIES STAFF ONLY".

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.

### RECOGNITION AS TO CERTIFIED STAFF ONLY

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
- Psychologists
- Media Specialists
- Nurses
- Physical Therapists
- Occupational Therapists
- School Counselors
- Student Assistance Coordinators
- Summer School Teachers
- Summer Curriculum Developers
- Homebound Teachers
- Grant Funded Certified Staff
- Learning Disability Teacher Consultants
- Social Workers
- Speech and Language Specialists
- Athletic Trainers
- AFJR ROTC Instructors
- Teacher Coaches
- Teacher Coordinators

Unless otherwise indicated, the term "Certified Staff" 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 SECRETARIAL STAFF 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- School Principal
- Secretary- Director
- Secretary- CST
- Secretary- Building
- Secretary-Other (i.e. Markkress Facilities, Malberg Front Desk)
- Accounts Payable Clerk
- Bid Coordinator/Expediter
- Senior EDP Order Entry Clerk
- Pupil Accounting Technician
- Assistant Pupil Accounting Technician

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

Administrative Assistant to the Superintendent  
Administrative Assistant to the Assistant Superintendent  
Administrative Assistant for Human Resources  
Secretary to the Board Secretary  
Human Resources Coordinator  
Human Resources Benefits Coordinator  
Budget Specialist  
Payroll Clerk  
Payroll Clerk-Timekeeper

#### RECOGNITION AS TO SUPPORT STAFF 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:

School Copy Machine Operator  
Student Scheduling Registrar  
Bookkeeper (High School)

#### RECOGNITION AS TO TECHNOLOGY STAFF 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 following job titles:

Field Technician

Technology Systems Specialist

#### RECOGNITION AS TO FACILITIES STAFF 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 following job titles:

Elementary Head Custodian  
Malberg Head Custodian  
Groundskeeper  
Warehouse/Inventory (Central)  
Cleaners  
Lead Cleaner – High School  
Electrical Lead  
HVAC-R Controls Lead  
Messenger/Groundskeeper

Barclay Head Custodian  
High School Stock Clerks  
Grounds Crew Leader  
Maintenance Person  
Lead Cleaner – Elementary/Middle School  
Lead Automotive Mechanic  
HVAC-Lead  
Plumbing Lead

Excluding head custodians at the high schools and middle schools.



## CIVIL UNIONS

The parties agree that all benefits under the Agreement which apply to spouses also apply to partners in a civil union recognized by the State of New Jersey.

### **Article 1.3** NEGOTIATION PROCEDURE AS TO ALL EMPLOYEES

- 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 Certified Staff 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 Certified Staff benefit existing prior to its effective date. As to Secretarial Staff and Support Staff only: proposed new rules or modifications of existing rules governing working conditions of Secretarial Staff 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.

### **Article 1.4** GRIEVANCE PROCEDURE AS TO ALL UNIT MEMBERS

#### A. Definition

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

B. Procedure

1. A grievance may be filed by an individual unit member, a group of unit members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within 45 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 Certified Staff 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 certified staff. 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 Director of Human Resources.
5. Level One - Informal Presentation

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

6. Level Two – Principal or Immediate Supervisor

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 or immediate supervisor, 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. Level Two A – For Facilities Staff only

If the aggrieved Facilities Staff employee or the Association is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the designated Supervisor, he may, within five (5) school days after a decision by the designated Supervisor or fifteen (15) school days after the grievance was delivered to the designated Supervisor, whichever is sooner, the aggrieved person or the Association may submit its grievance to the Assistant Superintendent for Business.

8. Level Three - Superintendent

The grievant, no later than five (5) school days after receipt of the principal's or the immediate supervisor's decision, or in the case of Facilities Staff employees after receipt of the Assistant Superintendent for Business' 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 or the immediate supervisor 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/her decision in writing to the grievant and the principal or immediate supervisor.

9. Level Four - Board of Education

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.

10. Arbitration

- a. 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 that 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 arbitration shall be conducted under the rules of the American Arbitration Association.



11. 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.
12. Rights of Employees 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 individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievances.
13. 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.
14. 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 as to Certified Staff:

1. 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.

E. The following matters shall not be arbitrable as to Secretarial Staff, Support Staff, Technology Staff and Facilities Staff:

1. The termination of a contract of an employee.
2. 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.
3. 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.

F. Miscellaneous as to All Unit Members

1. Group Grievance

If, in the judgment 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/her designee directly and the processing of such grievance shall be commenced at Level Three.

2. Written Decisions

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

3. 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 by any participant in the grievance procedure by reason of such participation.

**Article 1.5**

**EMPLOYEE RIGHTS AS TO ALL EMPLOYEES**

- 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 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 Constitutions of New Jersey and the United States; that is, 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 of the Association and its affiliates, collective negotiations 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 1.4, 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 Certified Staff only:

No student's grade or evaluation shall be changed without written notification to the teacher.
- E. As to Certified Staff only:

Any criticism by a supervisor, administrator or Board member of an employee 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 employee.
- 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 2.3 Subsection F, hereof.

**Article 1.6**  
**ASSOCIATION RIGHTS AND PRIVILEGES AS TO ALL EMPLOYEES**

- 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 duplicating equipment, 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. Association President
  - 1. As long as section 3 of the Sidebar Agreement remains in effect, for the term of this Agreement, the parties agree to extend their October 23, 2000, Sidebar Agreement regarding the schedule of the Association President. Specific terms for each year will be placed into individual sidebars signed by the parties for each year of the 2021-2025 Agreement.
  - 2. If the Sidebar referred to in 1. above is not in effect, 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 1.7**  
**ASSOCIATION-ADMINISTRATION LIAISON AS TO ALL EMPLOYEES**

- 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 middle school having an assistant principal; and in secondary schools (grades 9 to 12), no more than the number of principals and assistant principals assigned to such schools.
  2. On each liaison committee shall be at least one CHEA faculty representative or alternate. 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.
  3. The president of the Association and/or his/her representative(s) shall meet with the superintendent and/or his/her 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 1.8**  
**INTRA-SCHOOL COMMUNICATIONS AS TO ALL EMPLOYEES**

- 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. Grievances under this section may not proceed beyond Level Three of the grievance procedure (Article 1.4, B. 4.).



**Article 1.9**  
**SALARY PROVISIONS AS TO ALL EMPLOYEES**

- A. Effective as soon as reasonably possible after ratification, all salary payments shall be made on 15th and the 30th of the month.
- B. All unit members' payments shall be made by direct deposit.
- C. All reimbursements under this Agreement for travel and related expenses must be consistent with State law and regulation.
- D. Any retroactive payments due under a new ratified Agreement shall not be paid if they total under \$5.00 for an employee.
- E. No stipend amount can be negotiated by an individual receiving or interviewing for a stipend position.
- F. The "splitting" of stipend money can only be done after agreement between the Association and the HR Department.

**Article 1.10**  
**EXTENDED LEAVES OF ABSENCES AS TO ALL EMPLOYEES**

A. **Extended Disability Leave**

- 1. Due to a medical disability, an employee 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 work performance;
  - b. The production of a certification from a medical doctor that the employee is medically unable to continue to work.
- 2. The Board shall have the right to have such an employee examined by its own physician and in the event of a disagreement between the Board's physician and the employee's physician on such ability or inability, the question shall be referred to a physician engaged at the joint expense of the employee 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 employee is medically able to continue to work.
- 4. During the period of the employee'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, an employee 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, subject to medical confirmation, the employee proposes to return. Upon the termination of the medical disability, (subject to paragraph 3 above) the employee 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 an employee 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 employee'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 or secretary who has not been granted tenure in the absence of this contract or to offer a contract for a new school year for any employee who would not otherwise have been offered such a contract.

**B. Child-Rearing Leave**

An employee 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 employee may be adjusted by the Board, in its discretion, to commence in January or September following the end of the requested leave.

**Article 1.11**  
**MISCELLANEOUS AS TO ALL EMPLOYEES**

**A. Death in the Immediate Family**

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, grandchild, any member of the employee's immediate household, and any person over whom the staff member has legal guardianship providing appropriate documentation.
2. An allowance of one (1) day shall be granted to attend the services of other relatives of the employee.

3. In addition to the one day specifically listed in 2. a. above, employees shall be allowed to use up to a total two (2) additional days which are deducted from personal leave. The deduction will occur in this order: first from available personal leave from the current year; and, then, from any available unused personal leave from the year immediately preceding the current year.
- B. 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.
  - C. Notwithstanding any provision in this Agreement to the contrary, employees may use up to four (4) accumulated unused sick leave days in any one school year to provide care for an ill family member. For purposes of this provision, the definition of "family member" shall be the same as set forth under the New Jersey Paid Family Leave Insurance Program at *N.J.S.A. 43:21-27 (n)*, as amended or supplemented from time to time. That definition currently includes: sibling, grandparent, grandchild, child, spouse, domestic partner, civil union partner, parent-in-law, or parent of an employee, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.
  - D. Effective during the 2021-22 school year, the parties agree to establish and implement a sick leave bank utilizing a voluntary donation program to assist employees who experience a catastrophic health condition or injury and have exhausted their paid leave benefits. The sick leave bank shall allow employees to voluntarily donate accumulated sick leave days to the bank. The sick leave bank shall be established and operated pursuant to *N.J.S.A. 18A:30-10* and the provisions of Board Policy and Regulation 3432.2, developed in consultation between the Board and the Association.

**Article 1.12**  
**INSURANCE BENEFIT PLANS AS TO ALL EMPLOYEES**

A. Eligibility for Board-paid insurances for unit members except for Facilities Staff:

1. Health and hospitalization insurance under C. below

The Board shall contribute the appropriate percentage of the single premium for all new employees otherwise eligible for insurance under G. 1. below and who are in their first two years of employment with the District. The Board shall also contribute 25% of the difference between the additional cost over single enrollment for any other enrollment the employee is eligible for in his/her first year of employment; and, 50% of the difference between the additional cost over single enrollment for any other enrollment the employee is eligible for in his/her second year of employment. A "year of employment" is defined to mean twelve months commencing on the first day of work for a first day certified staff employee, or the first anniversary date of initial employment or the second anniversary date of initial employment, as relevant. On the first of the month following the second anniversary of initial employment, he/she shall be eligible for any level of SEHBP enrollment under C. below for which he/she is



eligible under the terms of G. 1. below. The Board shall contribute the appropriate percentage for this coverage.

2. Insurance under D. and E. below

The Board shall provide individual and dependent coverage for the insurances under D. and E. below for all employees otherwise eligible for insurance under the terms of G. 2. and 3. below. The Board shall contribute the appropriate percentage for these coverages.

3. Insurance under F. below

The Board shall provide individual and dependent coverage for the insurance under F. below for all employees otherwise eligible for insurance under the terms of G. 2. and 3. below.

B. Eligibility for Board-paid insurances for Facilities Staff employees:

1. Grades I, II, III, IV, and VIII

a. Insurances under C., D. and E. below

The Board shall contribute the appropriate percentage of the single premium for all new employees otherwise eligible for insurance under C., D. and E. below and who are in their first year of employment with the District. A "year of employment" is defined to mean twelve months commencing on the first day of work for an employee, or the first anniversary date of initial employment. On the first of the month following the first anniversary of initial employment, he/she shall be eligible for any level of under C., D. and E. below for which he/she is eligible under the terms of G. 1. and G. 4. below. The Board shall contribute the appropriate percentage for these coverages.

b. Insurance under F. below

The Board shall provide individual and dependent coverage for the insurance under F. below for all employees otherwise eligible for insurance under the terms of G. 4. below.

2. Grades V, VI and VII

a. Insurances under C., D. and E. below

The Board shall contribute the appropriate percentage of the single premium for all employees otherwise eligible for insurance under C., D. and E. below under the terms of G. 1. and G. 4. below.

b. Insurance under F. below

The Board shall provide individual and dependent coverage for the insurance under F. below for all employees otherwise eligible for insurance under the terms of G. 4. below.

C. Health and Hospitalization Insurance

1. The carrier for health/hospitalization insurance shall be the School Employees Health Benefits Program.

Effective January 1, 2017, the threshold health/hospitalization plan shall be the SEHBP Direct 15 plan option. If the employee chooses not to enroll in the Direct 15 plan option, the employee shall have the ability to choose from any of SEHBP option. If an eligible employee chooses enrollment in a plan option which exceeds the Board's premium cost for that enrollment under Direct 15, the employee shall pay the premium difference in addition to the required employee premium share.

2. With 90 days written notice to the Association by the Board, the health/hospitalization coverage provided by the Board to eligible employees may be changed to either: a) a plan with identical benefits as SEHBP, or b) a plan which has benefit levels identical to the Horizon PPO, which was in place immediately before the shift to the SEHBP. The District shall also offer employees an HMO which has benefit levels identical to the Aetna HMO which was in place immediately before the shift to the SEHBP. Should the HMO premium exceed the Board contribution to health hospitalization under J below, the employee shall pay the premium difference. Effective the date of a shift from SEHBP, these shall be the only plans available to eligible employees.
3. Effective July 1, 2018, as soon as physically practical, the base health insurance plan for all employees shall be changed from Direct 15 to Direct 15/25.

For Facilities Staff employees:

With 90 days written notice to the Association by the Board, the health/hospitalization coverage provided by the Board to eligible employees may be changed to either: a) a plan with identical benefits as SEHBP, or b) a plan which has benefit levels identical to the Citizen X (\$15 HMO) which was in place immediately before the shift to the SEHBP. Effective the date of a shift from SEHBP, this shall be the only plan available to eligible employees.

Effective July 1, 2018, as soon as physically practical, the base health insurance plan for all employees shall be changed from Direct 15 to Direct 15/25.

D. Prescription Insurance

The employee co-payment shall be \$20 for brand-name drugs; \$10 for generic drugs; and one co-payment (\$20 for brand-name drugs; \$10 for generic) for a 90-day supply by mail-order.

Effective July 1, 2016, the #2 Advantage UM package, without the step therapy feature, shall be added as riders to the prescription plan.

The Board may change the prescription carrier to the SEHBP plan with the lowest patient employee co-pays.

E. Dental Insurance

1. The Board shall provide to an eligible employee and his/her dependents a dental plan as agreed to by the parties. Except for custodial/maintenance employees, all eligible employees shall be enrolled in the "04" subgroup plan. All eligible custodial/maintenance employees shall be enrolled in the "05" plan.
2. All eligible employees shall be enrolled in the "04" subgroup plan.
3.
  - a. The dental plan shall have a \$25 individual annual deductible to a maximum of \$75 annually per family. This deductible is waived for preventive services.
  - b. The maximum benefit level per year per patient shall be \$3,000.
  - c. The orthodontic limit (lifetime) shall be \$2,000.
4. Custodial/maintenance employees, all eligible employees shall be enrolled in the "05" subgroup plan.
5.
  - a. The dental plan shall have a \$25 individual annual deductible to a maximum of \$75 annually per family. This deductible is waived for preventive services.
  - b. The maximum benefit level per year per patient shall be \$3,000.
  - c. The orthodontic limit (lifetime) for custodial/maintenance employees shall be \$1,500.

F. Vision Plan

The Board shall provide the benefits described in the VSP eye care plan handout which was shared with the Association during the negotiations for a 2009–2012 Agreement.

G. ELIGIBILITY FOR INSURANCE COVERAGES

1. Employees must regularly work twenty-five (25) hours or more per week to be eligible for the insurance coverage described above in this Article.

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

I. The Board shall provide a Section 125 HSA account approach which allows voluntary participation by employees.

J. There shall be a voluntary waiver incentive plan for insurances under C., D. and E. above. An incentive payment will be made to the employee waiving any or all of such insurance coverage in the following amounts:

2021-22: (Effective January 1, 2022 for the 2022 waiver period): 25% of the relevant premium the Board would have been required to pay under C., D. and E. above, not to exceed a total payment of \$6,500.

- 2022-23: 25% of the relevant premium the Board would have been required to pay under C., D. and E above, not to exceed a total payment of \$5,500.
- 2023-24: 25% of the relevant premium the Board would have been required to pay under C., D. and E above, not to exceed a total payment of \$5,000.
- 2024-25: 25% of the relevant premium the Board would have been required to pay under C., D. and E above, not to exceed a total payment of \$5,000.

The waiver period shall be January 1 through December 31. The payment will be made upon the close of the insurance year. Details of the plan appear in Appendix 3.

- K. There shall be an Employee Assistance Plan for all employees. The maximum Board contribution to such a plan shall be \$35.00 per eligible employee.
- L. Effective with the mutual ratification of the 2004-2007 Agreement, the parties agree to discontinue the practice of providing District paid dental and prescription insurance to employees who are on unpaid leaves of absence.
- M. Effective July 1, 2016, the Board shall not be required to provide more than one coverage under D. and E. above to employees who are married, or are registered domestic partners, or are in a civil union, and who are both employed by the District.
- N. The parties agree to create a committee consisting of four (4) Association members and four (4) administrators to oversee any health plans that could potentially save money for all parties.
- O. Healthcare Contributions:
1. Effective July 1, 2021, the State mandated/required insurance contribution paid by each employee under P.L. 2011, c. 78, shall NOT exceed the following annual amounts for each contract year:

2021-2022:	\$ 9,000
2022-2023:	\$10,000
2023-2024:	\$11,000
2024-2025:	\$11,000
  - (This limit shall only apply to the State mandated/required contribution, and not to any "buy-up" for a more expensive healthcare plan.)
  2. Effective June 30, 2025, the aforementioned provisions regarding healthcare contribution limits, shall "sunset," and be deleted from the contract language, thereupon reverting to the State mandated contribution in effect at the time of ratification.
  3. For the duration of the contract, any Association unit member receiving dental and/or vision insurance coverage shall not pay the insurance premium contribution

for such coverage which would otherwise be required under the terms of Chapter 78. This provision pertaining to the Chapter 78 contribution shall expire on June 30, 2025 or upon ratification of a successor collective negotiations agreement, whichever is later, at which time unit members will commence payment of the Tier 4 Chapter 78 contribution on dental and vision insurance premiums unless the parties mutually agree on a different arrangement.

- P. In the event legislation is adopted amending healthcare insurance coverage options and/or contributions for unit members, the parties may upon mutual agreement to do so reopen negotiations on this sole issue for the 2021-25 school years.

**Article 1.13**  
**NONDISCRIMINATION AS TO ALL EMPLOYEES**

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system and the Association shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, representation or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or union membership.

**Article 1.14**  
**MISCELLANEOUS PROVISIONS AS TO ALL EMPLOYEES**

CHEA unit members shall get the same SACC discount as employees working in the SACC program receive.

**Article 1.15**  
**ADVANCEMENT OF PERSONNEL AS TO ALL EMPLOYEES**

Written 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 1.2.
- b. Senior Supervisors: Operational
- c. Assistant Supervisors: Operational, Maintenance, Electrical, Mechanical and Transportation
- d. Administrative Assistant to the Superintendent; Administrative Assistant to the Assistant Superintendent; Administrative Assistant for Human Resources; Human Resources Coordinators, provided that it is understood that those positions listed under b through d. 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.

**Article 1.16**  
**AGENCY FEE AS TO ALL EMPLOYEES**

**A. Purpose of Fee**

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

**B. Amount of Fee/Notification**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

**C. Deduction and Transmission of Fee**

**1. Notification**

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

**2. Payroll Deduction Schedule**

The Board will deduct from the salaries of the employees referred to in Section C.1. the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February

**3. Termination of Employment**

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

**4. Mechanics**

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.



5. Changes

The Association will notify the Board in writing of any changes in the list provided for in C.1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security number, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

D. Indemnification

1. The CHEA shall indemnify and save harmless the Board against any and all claims, demands, suits, judgments, settlements, or any other forms of liability including reasonable counsel fees and other costs of defense, that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article, including but not limited to, any actions in connection with defending the legality of this indemnification provision.
  - a. Neither the Board nor the CHEA will challenge the legality of indemnification provisions of this Article. In the event this indemnification of the Board by the CHEA is challenged in any forum by any person or entity, the Board and the CHEA agree to defend the legality of the indemnification provision. In the event that this indemnification provision is deemed to be illegal or against public policy by any court or administrative agency or competent jurisdiction, then effective the date on which the CHEA no longer remits payments to the Board as provided herein above, the CHEA agrees it will eliminate the representation fee in effect at this time.
  - b. The Board shall retain its right to determine its course of conduct, including but not limited to, the right to select counsel and determine strategy, in any action arising out of or by reason of the provisions of this Article.
  - c. The indemnification provisions of this Article shall continue during any extension of this Agreement or during any period in which the CHEA is collecting representation fees in accordance with this Article.

## SECTION TWO –CERTIFIED STAFF

### Article 2.1

#### A. TEACHING HOURS AND LOAD AS TO CERTIFIED STAFF ONLY

1. Certified Staff shall indicate each daily arrival and each daily final departure there from by initialing the appropriate column on the employees' "sign-in" roster. During the course of the school day, if the employee shall leave the building, said employee shall indicate the time of departure and the expected time of return, and upon return shall initial the appropriate "sign-in" roster. Only disputes concerning leaving the building, docking/deduction of pay, accuracy of attendance/lateness record, and disciplinary disputes shall be subject to binding arbitration.
2. Certified Staff (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 student's school day, except that, for any given half year, nurses and librarians may be required to report 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 volunteers, as assigned by the building principal.

Effective with the 2013-2014 school year, Certified Staff shall not be required to teach and/or supervise more than thirty-seven and one-half (37 and ½) 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. Consistent with the ratified 2012-2014 Memorandum of Agreement, one-half (1/2 hour) was added to the teacher work day. At the high school and middle school levels, this time shall be used for instructional purposes. At the elementary level, this time shall be used for Professional Learning Community time, and not for a prep period or for supervision of students. It is agreed that the additional time will be at the beginning of the day for all schools.

3. Twelve hours for related professional functions
  - a. Certified Staff 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: Back-to-School Night, Higher Education Night, P.T.A. meetings, art and music festivals and similar educational programs, Career Night, Student Achievement Night, and mandated parent conferences scheduled for the teachers (which must be completed within one hour after the conclusion of the students' regular school day) and IEP conferences (which must be completed within one hour after the conclusion of the students' regular school day).
  - b. Parent conferences 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 in Article 2.1. A. 3. a.



- c. Notice of required attendance for activities covered by this Article must be given to the Certified Staff at least two (2) weeks prior to the event, except in the case of an emergency when less notice may be given. Failure to give said notice eliminates the mandate for attending this event.
  - d. Time toward the satisfaction of the twelve (12) hour requirement will be established before each event and will include time for the length of the event.
  - e. Credit toward attaining the twelve (12) hour mandate shall be in 15 minute increments rounded up to the next 15 minutes.
  - f. Records of assignments under the 12-hour requirement shall be maintained by the building level principal, and will include the events and hours credited. Certified Staff will be able to review these records following procedures established in each building by the building principal and CHEA Liaison.
4. Certified Staff 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 Certified Staff presence shall be consistent with the in-school work year as defined in Article 2.8. If a full day is scheduled, it shall begin at 9:00 A.M. and extend to 4:00 P.M., except for in-service days, which shall be scheduled as follows:
- a. High Schools 8:00 a.m. to 3:00 p.m.
  - b. Middle Schools 8:30 a.m. to 3:30 p.m.
  - c. Elementary Schools 9:00 a.m. to 4:00 p.m.
  - d. Multi-level in-service: 8:30 a.m. to 3:30 p.m.  
(Examples: K-12, Art, K-8 & K-12 Social Studies, District-wide Program)
- If a partial student day is scheduled, the Certified Staff employee 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 school 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 principal 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.
6. Each school may schedule up to two (2) evening parent-teacher conferences per year. These parent-teacher conferences may be up to two (2) hours in length. On the

day of a parent-teacher evening conference, teachers in the building shall be released early per practice of early releases. The administration shall schedule evening conferences with parents. An administrator shall be present in the building for entire evening conference time.

- B.
1. Elementary Certified Staff 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 the annual stipend set forth in Schedule E.
  2. Elementary Certified Staff will have free use of time during which a specialist is teaching their class. Effective September 1, 2002, the first student day at the elementary level shall be a four-hour day for students. That day shall be a regular length day for certified staff.
  3. Elementary Certified Staff will not be required to perform morning bus duty.
  4. Educational Assistant times may be assigned to each elementary school effective to provide relief as necessary and such para-professional assistance to the teachers as may be determined by the principal after discussion with the liaison committee. Grievances under this section may proceed beyond Level Four of the grievance procedure (Article 1.4, B. 9.), however, the arbitrator's award shall be advisory only.
  5. Secondary Certified Staff shall have the equivalent of at least one (1) unassigned preparation-conference period per day. Psychologists, Social Workers, Learning Disability Teacher Consultants, Teacher Coaches, Teacher Coordinator, School Counselors and Nurses are not covered by this clause.
  6. Teaching preparations
    - a. Secondary Certified Staff 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.
    - b. Exceptions to the three (3) teaching preparations limit in a. above does not apply to teachers in Related Arts (Art, Business, Technology Education), Music, Special Education and World Language. The Administration will make every reasonable effort to avoid exceeding the limits in a. above. Prior to scheduling any such exceptions, the CHEA will be consulted.
  7. Every effort will be made to avoid having secondary Certified Staff 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 Certified Staff 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. In elementary schools, each Certified Staff employee shall have 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. When a four hour day is scheduled for students, the classroom Certified Staff employees are guaranteed a twenty-five to thirty minute preparation period during those four hours that students are present. Psychologists, Social Workers, Learning Disability Teacher Consultants, Teacher Coach, Teacher Coordinator, School Counselors and Nurses are not covered by this clause.
10. Every effort will be made to rotate lunchroom supervision amongst available Certified Staff employee 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. Faculty and Departmental Meetings

Effective upon ratification of the 2014-2018 Agreement by the parties, faculty and departmental meetings beyond the school day shall be scheduled no more often than once a month, such meeting to convene directly after the close of the school day and to conclude within one (1) hour. The notice 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.

- D. The "Certified Staff day" defines only the period a Certified Staff employee is expected to spend in school. Regardless of this specified period, every Certified Staff employee 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. The time for conferring with parents shall be set at a mutually agreeable time between the teacher and parent. However, if such a time cannot be agreed upon, the principal shall set the time of the meeting.
- E. Despite the provisions of Article 2.1, B. 5. and B. 9., if a substitute cannot be found to meet the absence of a Certified Staff employee, the Principal shall have the right to assign another Certified Staff employee (who may be a volunteer) to cover the vacancy. Such assigned employee shall be compensated at the rate set forth in Schedule E per each 45 minutes, prorated. In the event the absent employee'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. Certified Staff employees who may be required to use their automobiles in the performance of their duties shall be reimbursed for all such travel at the rate established by the State of New Jersey.
- G. Those Certified Staff employees regularly assigned to special education classes shall have one in-service meeting during the school day per year.

**Article 2.2**  
**SALARIES AS TO CERTIFIED STAFF ONLY**

**A. SALARIES**

The salaries of all ten month Certified Staff employees by this Agreement are set forth in Schedules "A-1" through "A-2". The salaries of all ten month Certified Staff employees covered by this Agreement who teach an Additional Period are set forth in Schedules "A-3" through "A-4". The salaries of all Extended Year Certified Staff covered by this Agreement are set forth in Schedules "A-5" through "A-6".

**COLUMN ADVANCEMENT**

Any courses which are taken by a Certified Staff employee who commenced employment after March 1, 1971, 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 and unless they are not courses required to be taken for proper initial certification. All courses must meet the requirements of relevant statutes and the Administrative Code.

**INCREMENT MOVEMENT FOR 2014-2015**

The parties agree that the increments on the Certified Staff Salary Guide built in to the 2017-2018 guide shall not be paid in 2018-2019 until the parties ratify a successor agreement to the 2014-2018 Agreement.

- B.**
1. Effective upon mutual ratification of the 1996-1998 Agreement, the Board and the newly-hired employee shall agree on initial guide placement.
  2. 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. The employee shall notify the Director of Human Resources, in writing prior to September 1 and February 1 of anticipated movement on the guide.
  3. Extended Year Certified Staff employees shall be paid according to Schedules "A-5" and "A-6".
  4. Certified Staff performing homebound instruction will be paid at the per hour rate set forth in Schedule E.
  5. Summer school teachers will be paid at the per week rate set forth in Schedule E.
  6. Certified Staff who provide instruction in District at-risk support programs beyond the contractual hours of the school day shall be compensated at the rate of \$42.60. The hourly rate will be \$43.73 effective July 1, 2023. This agreement does not preclude teachers from working with children without monetary compensation beyond the contracted school day as cited in Article 2.1, D.

7. The Board of Education shall provide additional compensation to Certified Staff who participate in the district's "Environmental Education" program, at the rate set forth in Schedule E to those employees who stay overnight. It is expected that all sixth grade Certified Staff employees shall participate in the program provided, however, in the event a sixth grade teacher cannot so participate for personal reasons, such employee shall be excused therefrom.

8. Co-curricular

a. Certified Staff shall be paid at the per hour rate set forth in Schedule E 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 certified staff are 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. Certified Staff shall be paid at the per hour rate set forth in Schedule E for Saturday School Detention.

9. The 15 minutes before and the 15 minutes after teaching time is included in an ESY Certified Staff employee's payment and shall not be additionally compensated.

C. Certified Staff 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.

D. When a payday falls on a holiday, employees shall receive their paychecks on the last previous working day.

E. Certified Staff shall receive their final checks on their last working day of the year, but not until all work is completed.

F. The salaries set forth in Schedule B will be used in determining the annual remuneration to be paid Certified Staff 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.

G. The salaries set forth in Schedule C will be used in determining the annual remuneration to be paid Certified Staff 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.



- H. School 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 School Counselors employed in each building desirous of being assigned summer work.
- I. Certified Staff given the responsibility of Acting Elementary Principal shall receive an annual stipend at the annual stipend set forth in Schedule E. This responsibility and stipend shall cease should the Board accept and implement a lead teacher concept.
- J. Speech-Language Specialists – employees providing speech-language services under the speech-language specialist endorsement and who maintain a Certificate of Clinical Competence in Speech-Language Pathology (“CCC-SLP”) through the American Speech-Language-Hearing Association (“ASHA”) shall be reimbursed by the District for the ASHA annual dues payment necessary to maintain the CCC-SLP following submission of the employee’s proof of payment, not to exceed \$250 per year. The total cost to the District for such reimbursement each contract year shall count toward the maximum District annual cost for tuition reimbursement under Article 2.13.

**Article 2.3**  
**EVALUATION AS TO CERTIFIED STAFF ONLY**

- A. All evaluation of the work performance of Certified Staff 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 Certified Staff employee 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 any 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 Certified Staff employee 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. The parties agree to fully discuss all elements of the Certified Staff evaluation approach in the District. The Board further agrees to negotiate in good faith over any proposals the Association makes concerning the negotiable aspects of teacher evaluation.
- H.
  - 1. Prior to May 31 of each year, a non-tenured probationary Certified Staff employee 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 Certified Staff employee's contract of employment, in compliance with the timeliness parameters set forth above.
    - b. The Certified Staff employee 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 Certified Staff employee 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.
- I. Certified Staff 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.
- J. 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.
- K. Personnel Records
  - 1. A Certified Staff employee shall have the right to review the contents of his/her personnel file at any reasonable time upon written request to the Director of Human

Resources. The Certified Staff employee shall be entitled to have representatives of the Association accompany him/her during such review. No information in an employee'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 employee to the Director of Human Resources. The Certified Staff employee 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 an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review same. The employee 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 employee 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 2.3.
3. If upon examining his/her personnel file the employee has reason to believe that there are inaccuracies in documents contained therein, he/she may submit a written memorandum to the Director of Human Resources explaining the alleged inaccuracy. If the Director of Human Resources concurs with the employee's contentions, he/she shall either remove the faulty document or attach the employee'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 2.3.

#### **Article 2.4**

#### **EMPLOYMENT AS TO CERTIFIED STAFF ONLY**

- A. 1. Tenured Certified Staff will automatically be re-employed for the following year unless otherwise notified in accordance with the Administrative Code and statute. Non-tenured Certified Staff will receive notification of renewal of employment for the following year in accordance with NJSA 18A:27-10. Such notification to all shall include:
  - 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, 4-5, 6-8, 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 contract which will provide appropriate remuneration as set forth in Article 2.2, Paragraphs F. and G.
- B. Appointments for summer school positions shall be made on or prior to May 15th of each year. At the same time, employees 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 2.5

### LEAVES OF ABSENCE AS TO CERTIFIED STAFF ONLY

#### A. Sick Leave

1. As of September 1, 1970, all full-time ten (10) month Certified Staff shall be entitled to ten (10) days sick leave per year. Unused days of sick leave shall be accumulated from year to year. Extended Year Certified Staff who are paid on Schedules A. 9. through A. 12. receive 11 accumulative sick leave days per year.

For employees who work fewer than five (5) days per week, this shall be the sick leave entitlement:

Four days per week	8 days
Three days per week	6 days
Two days per week	4 days
One day per week	2 days

For employees in their first year who join the District on other than a September 1<sup>st</sup> (for ten month employees) or on July 1<sup>st</sup> (for 12 month employees), this shall be the sick leave entitlement: one day credited upon hire per full calendar month left in the year. "Year" is defined as July 1 through June 30 for 12 month employees; and September 1 through June 30 for ten month employees. A "day" is defined as the number of hours which the employee works on his/her regularly-scheduled day.

2. Certified Staff who teach more than 20 days in an At-Risk Program are entitled to two (2) additional non-accumulative sick leave days. Certified Staff who teach a 15-20

day At-Risk Program are entitled to one (1) additional non-accumulative sick leave day. Certified Staff who work on a per diem basis in the summer are not entitled to leave days during the summer.

3. 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.
4. 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.
5. Continuous personal illness absence of five (5) days or more must be certified to by a properly licensed physician.
6. When a Certified Staff employee retires from the Cherry Hill School District for age and service or disability pursuant to the provisions of the Teacher's' Pension and Annuity Fund, with immediate receipt of pension payment, such employee shall be paid at the rate set forth in Schedule E for each day of accumulated unused sick leave days that have been accumulated as a result of employment in the Cherry Hill School District. At the time of retirement, each accumulated unused sick leave day shall be compensated at the full negotiated per day rate even if the employee is a part-time employee at the time of retirement. If termination of employment is due to death, the teacher's estate shall receive such pay.
7. Notice of Retirement  
  
The employee must provide the District with 90 days' written notice of intention to retire, except in cases of medical or disability retirement. If he/she fails to do so, the payment for unused sick leave will be delayed until July 15th of the second budget year after retirement. This notification is required in order to be eligible for payment for unused accumulated sick leave as set forth in 6. above.
8. Certified Staff shall be given a written accounting of accumulated sick leave days no later than October 15<sup>th</sup> of each school year.

B. Temporary Leaves of Absence

As of September 1, 1970, all full-time Certified Staff shall be entitled to the following non-cumulative leaves of absence with pay during each school year:

1. Personal Leave

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 the one (1) day 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.

For employees who work fewer than five days per week, this shall be the personal leave entitlement:

Four days per week	1.5 days
Three days per week	1 day
Two days per week	.5 day
One day per week	0 days

Effective upon ratification of the 2014-2018 Agreement by the parties, personal leave may not be taken on orientation or in-service days. The Superintendent may approve a teacher's written request to take personal leave on said day. The Superintendent's denial of such a request shall not be subject to the grievance procedure.

2. In case of required jury duty, the employee shall notify his/her immediate supervisor, and shall be allowed time off for jury service. The employee shall be paid the difference between his/her regular pay and jury pay.
3. An employee shall be granted a paid leave of absence for appearances in any legal proceeding connected with the employee's employment with the school system except in cases where the employee is a plaintiff or defendant. In addition, any other court appearance by an employee may be approved by the Superintendent. This is limited to one (1) day per year. The decision of the Superintendent in this regard is not subject to arbitration under this Agreement.
4. Attendance of employees at professional meetings is authorized within the framework of the budget, and with the approval of the Superintendent.
5.
  - 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 year.
  - 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.

#### C. WEDDING/MARRIAGE

1. A Certified Staff employee may use up to two (2) days' personal leave under B. 3. above in the event of his/her wedding/marriage.

2. Additionally, a Certified Staff employee may apply for up to three (3) consecutive work days' leave without pay in the event of his/her wedding/marriage. Such written application shall be made to the Superintendent at least 60 days before the intended commencement of said unpaid leave.
  3. The Superintendent shall determine, in his/her sole judgment, whether said unpaid leave can be accommodated with respect to its impact on the instruction of the teachers' students. The Superintendent shall make such a determination at least 10 days after the receipt of the request for said unpaid leave.
- D. Other leaves of absence, without pay, may be granted by the Board at its discretion.
  - E. 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.
  - F. For each period of absence, the employee 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.
  - G. In the event an employee 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.
  - H. A Certified Staff employee 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 Certified Staff employee 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 the employee 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.

**Article 2.6**  
**PROMOTION AS TO CERTIFIED STAFF ONLY**

- A. A notice of vacancy for any position for which a Certified Staff employee may qualify 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 therefore are pending.

B. When there is a vacancy for any position for which an employee may qualify, all qualified employees shall be given 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 position within sixty (60) days of the last day for the filing 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. Schedule B and C Vacancies

When there is a vacancy in any position on Schedules B and C of this Agreement, notice of said vacancy shall be disseminated electronically by posting same on the employment section of the District's website and emailing a copy to the Association President.

**Article 2.7**

**BOARD'S FUNCTION AS TO CERTIFIED STAFF 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 2.8**

**SCHOOL CALENDAR AS TO CERTIFIED STAFF ONLY**

- A. Effective July 1, 2003, the in-school work year of Certified Staff employed on a ten (10) month basis shall not exceed 187 days, with a maximum of 182 instructional days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which Certified Staff attendance is required.
- B. In addition to A. above, Learning Disability Teacher Consultants, Social Workers, Teacher Coaches, Teacher Coordinators, AFJR ROTC Instructors and Psychologists shall work an additional 20 work days.

In addition to A. above, facilitators and other positions approved by the Board shall work up to an additional 20 work days. These positions shall be posted by April 1 for the succeeding July 1 through June 30 school year.

1. These positions shall be entitled "Extended Year Certified Staff".
2. The scheduling of the additional days shall be developed by the employee and his/her immediate supervisor in order to meet the needs of the District and the employee.
3. Compensation for these individuals shall be as per Schedules A. 5. through A. 6.



4. Payment shall occur as follows: individuals shall receive five percent (5%) of their salary figure as stated in Schedules A. 5. through A. 6. on the last District pay day prior to August 1; and, an additional five percent (5%) on the last District pay day prior to September 1. Thereafter, these individuals shall receive payment of the remaining 90% of the annual salary over the remaining paychecks in the year.

C. New Teachers

1. Effective July 1, 2001, new personnel may be required to attend up to five (5) additional days over the work year set forth in A. above during their first work year. These additional days shall be for orientation and in-service purposes.
2. Effective July 1, 2002, Certified Staff who are beginning their second full year with the District and who had less than five (5) years of prior teaching experience upon initial hire in the District may be required to attend up to two (2) additional days over the work year set forth in A. above during their second work year. These additional days shall be for orientation and in-service purposes.
3. Effective July 1, 2013, new personnel hired on or after July 1, 2013, may be required to attend up to seven (7) additional days over the work year set forth in A. above during their first work year. These additional days shall be for orientation and in-service purposes.
4. Effective July 1, 2013, Certified Staff who were hired on or after July 1, 2013, and who are beginning their second full year with the District and who had less than five (5) years of prior teaching experience upon initial hire in the District shall be required to attend up to three (3) additional days over the work year set forth in A. above during their second work year. These additional days shall be for in-service purposes.
5. During one of these days, the CHEA may utilize up to three (3) hours for Association business.

**Article 2.9**

**TRANSFERS AS TO CERTIFIED STAFF ONLY**

The transfer of professional personnel would normally take place at the request of a Certified Staff employee. 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 candidate 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 school counselor.
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 personality 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 employee 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 Director of Human Resources for endorsement.
4. The Director of Human Resources 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 Human Resources 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 Director of Human Resources of his/her decision in writing.
7. The Director of Human Resources shall inform the transfer candidate of the final decision and advise the Human Resources Office and the principals concerned of the successful candidates.

D. Step 1. Procedures prior to initial posting of vacancies

- a. The administration shall place on a RIF list all non-tenured personnel except in those positions where assignments are known due to specialized certification.
- b. Notification of involuntary transfers into known vacancies will take place prior to the district's initial posting of vacancies.
- c. If a teacher is reassigned from one grade to another within the building, principals should make every attempt to advise the affected employee prior to the end of the transfer period so that she/he may have the opportunity to post for other positions within the District if she/he so chooses.
- d. Certified Staff who are involuntarily transferred either within the current school (i.e. different grade level) or to another school shall be verbally given the educational reason for the forced transfer.

Step 2. Posting of list of known vacancies as agreed upon by administration and the Association.

Step 3. Receive transfer requests from tenured Certified Staff. All requests must be submitted within the agreed transfer period. If vacancies occur after the transfer period, any Certified Staff may apply and shall be considered for such position.

Step 4. Tenured Certified Staff requesting transfers, tenured Certified Staff transferred due to RIF (volunteers and non-volunteers) and tenured Certified Staff who are returning from leaves of absence will be considered for placement in positions that are available as of the initial posting.

- a. All tenured Certified Staff who have put in a transfer request and possess proper credentials must be interviewed for the position for which they applied.
- b. All Certified Staff have the opportunity to be considered for any openings for which they are qualified within their current school before any interviews with tenured staff from other schools are conducted, if at all possible.

Step 5. Non-tenured Certified Staff who were on the RIF list (#1 above) will be considered for open positions.

Step 6. Tenured Certified Staff 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 the initial posting and July 30th.

- E. When a Certified Staff employee is to be transferred due to a reduction in the number of Certified Staff 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.

#### **Article 2.10**

##### **INVOLUNTARY REDUCTION AS TO CERTIFIED STAFF ONLY**

- A. The Association's President shall receive written notice of the layoff before notification is given to any of the individual teachers affected.
- B. The Association shall be supplied at all times with an accurate list of all personnel who are currently on layoff.
- C. 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.

#### **Article 2.11**

##### **CLASS SIZE AS TO CERTIFIED STAFF 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 2.12**

##### **CURRICULUM DEVELOPMENT AS TO CERTIFIED STAFF ONLY**

- A. 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.
- B. 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.
- C. Certified Staff involved shall function on released time, or if hours are spent in work beyond the thirty-seven and a half (37.5) hours work week herein otherwise provided for, teachers shall be paid at the rate set forth in Schedule E.
- D. Alleged violations of the above shall be subject to Article 1.4 hereof.

Article 2.13  
TUITION REIMBURSEMENT AS TO CERTIFIED STAFF ONLY

Certified Staff who take certain graduate level courses shall be eligible to receive reimbursement for the tuition costs associated with the course(s) according to the following provisions:

1.     a.     Maximum District annual cost: \$110,000.  
       b.     Maximum annual reimbursement per teacher: \$1,000
2.     In order to be eligible for reimbursement: 1) the graduate level course must be directly related to the assignment of the teacher at the time the course is taken, (except see 3. below); 2) it must be in a traditional, in-classroom course (except, see 4. below); 3) the course must be approved by the Superintendent or his/her designee in writing before registration; 4) the teacher must obtain a grade of B or better in the course; and, 5) the District must obtain a copy of the official transcript and proof of the tuition cost of the course(s) prior to June 30th.
3.     The Superintendent or his/her designee may approve a course or courses that are not directly related to the assignment of the teacher at the time the course is taken if, in his/her discretion, it is deemed that the course will be of value to the District. The Superintendent or his/her designee may also approve undergraduate courses necessary to meet ESEA (Elementary and Secondary Education Act) requirements. The Superintendent's denial is grievable but not arbitrable.
4.     In addition to traditional, in-classroom courses, tuition reimbursement under this Article may be available to Certified Staff for college-sponsored graduate-level non-classroom courses such as video courses, Internet courses and other non-traditional courses. Such a course may be approved by the Superintendent or his/her designee when, in his/her discretion, it is deemed that the course will be of value to the District.
5.     The Superintendent's determinations as to the direct relationship of the course to the assignment of the teacher at the time the course is taken under 2. above, and to the value of courses under 3. and 4. above are not grievable.
6.     If the terms of 2. are met, the Board shall make tuition reimbursement payments before the end of the August following when the course was successfully completed.
7.     If all tuition reimbursement claims under this provision exceed the cap set forth in 1. a. above, all claims shall be pro-rated. For example, if the cap set forth in 1. a. above can cover 95% of all claims under 2. above, all individual claims will be reimbursed at 95% of the claimed amount, up to the maximum set forth in 1. b. above.
8.     Reimbursement may not exceed the cost of the course.
9.     All courses must meet the requirements of relevant statutes and the Administrative Code.
10.    A Certified Staff employee who receives reimbursement and who then leaves the District's employment within two (2) years of the receipt of the reimbursement, except



in a retirement situation, a separation due to disability, death, or a reduction-in-force shall reimburse the District 100% of that reimbursed amount within the first year after receipt of the reimbursement, and 50% in the second year after receipt of the reimbursement. The application form for reimbursement shall contain an acknowledgement by the applying unit member that the provisions of the prior sentence are in effect and that the unit member shall reimburse the District pursuant to it, and that the above monies may be withheld from the final paycheck(s) of the departing unit member. Any money reimbursed shall be placed back in the pool for tuition reimbursement above the allocated amount in the year in which it is received.

#### **Article 2.14**

#### **MISCELLANEOUS PROVISIONS AS TO CERTIFIED STAFF 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 fax or e-mail or certified letter at the following addresses:
  - 1. If by Association, to Board at:  
  
45 Ranoldo Terrace  
P.O. Box 5015  
Cherry Hill, New Jersey 08034
  - 2. If by Board, to Association at:  
  
President  
Cherry Hill Education Association  
1998 Springdale Road, Suite 104  
Cherry Hill, New Jersey 08003
- C. 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.
- D. 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 Convention.
- E. 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.

- F. Any individual contract between the Board and an individual Certified Staff employee, 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.
- G. Beginning of school year orientation of teachers shall be scheduled to provide a uniform normal lunch break for all new professional staff members.
- H. 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 Human Resources Office for examination by the Association. Such list shall be consistent with law and/or N.J.A.C. 6:3-1.10.

## **SECTION THREE – SECRETARIAL STAFF**

### **Article 3.1**

#### **WORK SCHEDULE AS TO SECRETARIAL STAFF ONLY**

##### **A. Regular Hours of Work**

All employees shall work a thirty-six and a quarter (36.25) hour week, seven and a quarter (7.25) hours per day, on those days when Certified Staff are present, as scheduled by the immediate supervisor. Employees do not work during the school calendar when Certified Staff are not present. After the school calendar year ends, 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 (1½) times the employee's hourly rate as calculated above, plus holiday pay.

##### **C. Vacation Schedule**

Vacations may be taken in ½ days, full days or weekly segments through the entire school year, total or partial weeks as scheduled with immediate supervisor. The only exception to this is when twelve-month secretarial staff may have a .25 or .75 balance due to time taken during the summer schedule.

All employees shall adhere to the following schedule:

All employees hired after January 1 and prior to June 30  
shall receive one-half 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

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.

Effective with the mutual ratification of the 2004-2007 Agreement, employees may carry up to five (5) accrued vacation days into the next school year.

Employees shall submit request for vacation leave to their supervisor at least two weeks prior to commencement of the requested vacation. In extenuating circumstances where two weeks' notice is not possible, the employee should promptly enter the absence into the District's electronic time management system and communicate with the employee's supervisor as soon as possible to obtain authorization for the vacation.

Employees commencing work on the first workday after January 1 will be credited with one full month's employment for purposes of vacation calculation

**D. Paid Holidays**

The following paid holidays will be in effect for all Secretarial Staff:

- July 4th
- Labor Day
- Columbus Day\*
- Thanksgiving Day and Friday following
- Winter Recess
- Presidents' Weekend (2 days)\*
- Martin Luther King Day
- Spring Recess
- Memorial Day
- One additional day as coordinated with immediate supervisor

\*If school is in session on these days, substitute days shall be scheduled in coordination with the 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. Inclement Weather Days**

Employees shall not report to work when schools are closed for inclement weather. In an emergency situation (e.g. Board packet day) when an inclement weather closing occurs, an employee(s) may be called in to work if there is a supervisor present in the work location. Said employee(s) shall receive compensatory time off for the time worked.

**Article 3.2**

**SUMMER WORK SCHEDULE AS TO SECRETARIAL STAFF ONLY**

During the summer months, commencing and ending on such dates as shall be determined by the Superintendent, 12 month Secretaries shall work 8.75 hours per day and Monday through Thursday; in return, such employees will have Fridays off. The specifics, relative to "when" the additional time will be worked as part of the Monday through Thursday work day, will be determined between the unit employee and his/her immediate supervisor. Any employee using paid time off during the summer work schedule will be charged 1.25 days of paid leave time for each summer schedule work day missed, and .75 day for each half-day of paid leave taken.

**Article 3.3**  
**SALARIES AND CLASSIFICATIONS AS TO SECRETARIAL STAFF ONLY**

**A. Salaries**

1. The salaries of all employees covered by this Agreement are set forth on Schedules D-1 through D-4 attached hereto and made a part hereof. Initial placement on Schedule D shall be pursuant to 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 D attached hereto and made a part hereof.
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. When a payday falls on a holiday, Secretarial Staff shall receive their paychecks on the last preceding working day.
7. Secretarial Staff shall be paid at the rate set forth in Schedule E per hour for supervision of co-curricular activities such as sporting events, ticket taking and supervising dances.
8. 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.

**B. Miscellaneous**

1. 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.
2. Employees shall not dispense prescription drugs, and are relieved from performance of nursing duties except emergency first aid.



**Article 3.4**  
**EVALUATION AS TO SECRETARIAL STAFF ONLY**

**A. Personnel Records**

Upon reasonable notice, as scheduled with the Human Resources Office, an employee shall be permitted to examine the employee's personnel file. Prior to the employee's examination of the file, the Director of Human Resources shall remove any documents in the file from third parties that could be construed to be employment references.

- B.** Employee performance evaluations 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 3.5**  
**TEMPORARY LEAVES OF ABSENCE AS TO SECRETARIAL STAFF ONLY**

**A. Types of Leave**

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

**1. Sick Leave**

- a. All employees will receive twelve (12) days paid sick leave per year. The unused days shall accumulate from year to year.
- b. When an employee retires from the Cherry Hill School District after ten (10) years of continuous service pursuant to the provisions of the Teacher's' Pension and Annuity Fund or the Public Employee's' Retirement System for age and service or disability, with immediate receipt of pension payment, such employee shall be paid at the rate set in Schedule E for each day of accumulated unused sick leave days that have been accumulated as a result of employment in the Cherry Hill School District. At the time of retirement, each accumulated unused sick leave day shall be compensated at the full negotiated per day rate even if the employee is a part-time employee at the time of retirement. 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.

**c. Notice of Retirement**

The employee must provide the District with 90 days' written notice of intention to retire, except in cases of medical or disability retirement. If he/she fails to do so, the payment for unused sick leave will be delayed until July 15th of the second budget year after retirement. This notification is required in order to be eligible for payment for unused accumulated sick leave as set forth in b. above.

2. 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 one (1) day 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.

For employees who work fewer than five days per week, this shall be the personal leave entitlement:

Four days per week	1.5 days
Three days per week	1 day
Two days per week	.5 day
One day per week	0 days

3. Conference Days

- 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.

4. Legal

An employee shall be granted a paid leave of absence for appearances in any legal proceeding connected with the employee's employment with the school system except in cases where the employee is a plaintiff or defendant. In addition, any other court appearance by an employee may be approved by the Superintendent. This is limited to one (1) day per year. The decision of the Superintendent in this regard is not subject to arbitration under this Agreement.

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.

### **Article 3.6**

#### **EXTENDED LEAVES OF ABSENCE AS TO SECRETARIAL STAFF ONLY**

A. **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 herein shall be made for absence during the waiting period and 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 worker's 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 3.7**  
**TRANSFERS AS TO SECRETARIAL STAFF 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 3.8**  
**NON-RENEWAL OF EMPLOYMENT AS TO SECRETARIES 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 3.9**  
**COMPLAINT PROCEDURE AS TO SECRETARIAL STAFF 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 3.10**

##### **PROTECTION OF EMPLOYEES AS TO SECRETARIAL STAFF 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 3.11**

##### **EMPLOYEE EQUIPMENT AND EXPENSES AS TO SECRETARIAL STAFF ONLY**

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

- A. 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.
- B. 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 3.12**

##### **TUITION REIMBURSEMENT AS TO SECRETARIAL STAFF ONLY**

- A. Effective July 1, 2005, there shall be a tuition reimbursement program for secretaries and support staff. Courses to be reimbursed shall include graduate courses, undergraduate courses (both requiring a grade of B or better) and continuing education. The parties shall



work out prior approval procedures. The per employee annual reimbursement limit is \$750. Effective July 1, 2006, the annual maximum payment for all secretaries, support staff and technology staff shall be \$15,000 in total.

### **Article 3.13**

#### **MISCELLANEOUS PROVISIONS AS TO SECRETARIAL STAFF 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.
- D. 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.

## **SECTION FOUR – SUPPORT STAFF**

### **Article 4.1**

#### **WORK SCHEDULE AS TO SUPPORT STAFF ONLY**

##### **A. Hours of Work**

1. Ten (10) month employees shall work a thirty-five (35) hour week, seven (7) hours per day as scheduled by the immediate supervisor.

School Copy Machine Operators are ten (10) month employees, who are required to work a 40-work week schedule shall work the thirty-six (36) school week calendar and an additional two weeks (10 days) before school opens in September and an additional two weeks (10 days) after school closes in June. The schedule must be coordinated with the building administrator.

2. As to 12-month employees, all employees shall work a thirty-six and a quarter (36.25) hour week, seven and a quarter (7.25) hours per day on those days when teachers are present, as scheduled by the immediate supervisor. Employees do not work during the school calendar when teachers are not present. After the school calendar year ends, all employees shall work a thirty-five (35) hour week, (7) hours per day, as scheduled by the immediate supervisor.
3. Any lunch time shall not be included in the above hours of work.

##### **B. Overtime**

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. Vacation Schedule**

Vacations may be taken in ½ days, full days or weekly segments through the entire school year, total or partial weeks as scheduled with immediate supervisor. The only exception to this is when twelve-month support staff may have a .25 or .75 balance due to time taken during the summer schedule.

All 12 month employees will adhere to the following schedule:

All employees hired after January 1 and prior to June 30 shall receive ½ 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
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.

Effective with the mutual ratification of the 2004-2007 Agreement, employees may carry up to five (5) accrued vacation days into the next school year.

Employees shall submit request for vacation leave to their supervisor at least two weeks prior to commencement of the requested vacation. In extenuating circumstances where two weeks' notice is not possible, the employee should promptly enter the absence into the District's electronic time management system and communicate with the employee's supervisor as soon as possible to obtain authorization for the vacation.

Employees commencing work on the first workday after January 1 will be credited with one full month's employment for purposes of vacation calculation.

#### D. Paid Holidays

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

- July 4th
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Winter Recess
- Martin Luther King Day
- President's Day
- Spring Recess
- Memorial Day
- One additional day as coordinated with immediate supervisor

Ten (10) month and 40 week employees will follow the school calendar.

#### E. Inclement Weather Days

Employees shall not report to work when schools are closed for inclement weather. In an emergency situation (e.g. Board packet day) when an inclement weather closing occurs, an employee(s) may be called in to work if there is a supervisor present in the work location. Said employee(s) shall receive compensatory time off for the time worked.

**F. Ten Month - 40 Week Positions**

Ten (10) month - 40-week positions (School Copy Machine Operators) 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 4.1, A for the work year for 40 week employees.

- I. When a payday falls on a holiday, employees shall receive their paychecks on the last preceding working day.

**Article 4.2**

**SUMMER WORK SCHEDULE AS TO 12 MONTH SUPPORT STAFF ONLY**

During the summer months, commencing and ending on such dates as shall be determined by the Superintendent, 12-month Support Staff shall work 8.75 hours per day and Monday through Thursday; in return, such employees will have Fridays off. The specifics, relative to "when" the additional time will be worked as part of the Monday through Thursday work day, will be determined between the unit employee and his/her immediate supervisor. Any employee using paid time off during the summer work schedule will be charged 1.25 days of paid leave time for each summer schedule work day missed, and .75 day for each half-day of paid leave taken.

**Article 4.3**

**SALARIES AND CLASSIFICATION AS TO SUPPORT STAFF ONLY**

**A. Salary**

1. The salaries of all employees covered by this Agreement are as set forth on records in the Human Resources Office.
2. Employees hired after January 31<sup>st</sup> of the school year shall not receive any salary increase for the next 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 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. Effective July 1 of the school year following the completion of ten (10) consecutive years of employment in the district, a \$250 career increment will be paid each school year through and including the fifteenth year of employment.

Effective July 1 of the school year following the completion of fifteen (15) consecutive years of employment in the district, a \$500 career increment will be paid each school year through and including the twentieth year of employment.

Effective July 1 of the school year following the completion of twenty (20) consecutive years of employment in the district, a \$750 career increment will be paid each school year. This is the total career increment to be paid. Career increments are not cumulative.

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.

B. Classifications

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

School Copy Machine Operators (40 weeks)  
Student Schedule Registrar  
Bookkeeper (High School)

2. No employees shall supervise any students except in emergencies.

**Article 4.4**

**EVALUATION AS TO SUPPORT STAFF ONLY**

A. Personnel Records

Upon reasonable notice, as scheduled with the Human Resources Office, an employee shall be permitted to examine the employee's personnel file. Prior to the employee's examination of the file, the Director of Human Resources shall remove any documents in the file from third parties that could be construed to be employment references.

- B. Employee performance evaluations 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 4.5**  
**TEMPORARY LEAVES OF ABSENCE AS TO SUPPORT STAFF ONLY**

**A. Types of Leave**

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

**1. Sick Leave**

- a. All twelve month employees will receive twelve (12) days paid sick leave per year. The unused days shall accumulate from year to year. Ten month employees will receive ten (10) days paid sick leave per academic year.
- b. When an employee retires from the Cherry Hill School District after ten (10) years of continuous service pursuant to the provisions of the Teacher's' Pension and Annuity Fund or the Public Employee's' Retirement System for age and service or disability, with immediate receipt of pension payment, such employee shall be paid at the rate set in Schedule E for each day of accumulated unused sick leave days that have been accumulated as a result of employment in the Cherry Hill School District. At the time of retirement, each accumulated unused sick leave day shall be compensated at the full negotiated per day rate even if the employee is a part-time employee at the time of retirement. 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.

**c. Notice of Retirement**

The employee must provide the District with 90 days' written notice of intention to retire, except in cases of medical or disability retirement. If he/she fails to do so, the payment for unused sick leave will be delayed until July 15th of the second budget year after retirement. This notification is required in order to be eligible for payment for unused accumulated sick leave as set forth in b. above.

**2. 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 one (1) day 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.

For employees who work fewer than five days per week, this shall be the personal leave entitlement:

Four days per week	1.5 days
Three days per week	1 day
Two days per week	.5 day
One day per week	0 days

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. The Technology Staff are included in the calculation of days.

4. Legal

An employee shall be granted a paid leave of absence for appearances in any legal proceeding connected with the employee's employment with the school system except in cases where the employee is a plaintiff or defendant. In addition, any other court appearance by an employee may be approved by the Superintendent. This is limited to one (1) day per year. The decision of the Superintendent in this regard is not subject to arbitration under this Agreement.

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.

**Article 4.6**

**EXTENDED LEAVES OF ABSENCE AS TO SUPPORT STAFF ONLY**

A. 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

herein shall be made for absence during the waiting period and 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 worker's 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 4.7**

**TRANSFERS AS TO SUPPORT STAFF 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 4.8**

**NON-RENEWAL OF EMPLOYMENT AS TO SUPPORT STAFF 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 4.9**

#### **COMPLAINT PROCEDURE AS TO SUPPORT STAFF 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 4.10**

#### **PROTECTION OF EMPLOYEES AS TO SUPPORT STAFF 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 4.11**

##### **EXPENSES AS TO SUPPORT STAFF ONLY**

- A. 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.
- B. 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.

#### **Article 4.12**

##### **TUITION REIMBURSEMENT AS TO SUPPORT STAFF ONLY**

- B. Effective July 1, 2005, there shall be a tuition reimbursement program for secretaries and support staff. Courses to be reimbursed shall include graduate courses, undergraduate courses (both requiring a grade of B or better) and continuing education. The parties shall work out prior approval procedures. The per employee annual reimbursement limit is \$750. Effective July 1, 2006, the annual maximum payment for all secretaries, support staff and technology staff shall be \$15,000 in total.

#### **Article 4.13**

##### **MISCELLANEOUS PROVISIONS AS TO SUPPORT STAFF 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.



## SECTION FIVE – TECHNOLOGY STAFF

### Article 5.1

#### WORK SCHEDULE AS TO TECHNOLOGY STAFF ONLY

##### A. Hours of Work

1. As to 12-month employees, all employees shall work a forty (40) hour week, eight (8.0) hours per day Monday through Friday.
2. Employees hired after January 31<sup>st</sup> of the school year shall not receive any salary increase for the next school year.
3. Any lunch time shall not be included in the above hours of work.

##### B. Overtime

All overtime must be authorized in writing by the immediate supervisor. Compensation shall be paid at time and one-half, 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. Vacation

Vacations may be taken in ½ days, full days or weekly segments through the entire school year, total or partial weeks as scheduled with immediate supervisor. The only exception to this is when twelve-month support staff may have a .25 or .75 balance due to time taken during the summer schedule.

Upon ratification of the 2014-2018 Agreement, this shall be the vacation entitlement for employees:

Less than six months -	1 day
Six months – 5 years completed -	8 days
5 years or more completed -	13 days
10 years or more completed -	18 days

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.

Effective with the mutual ratification of the 2004-2007 Agreement, employees may carry up to five (5) accrued vacation days into the next school year.

Employees shall submit request for vacation leave to their supervisor at least two weeks prior to commencement of the requested vacation. In extenuating

circumstances where two weeks' notice is not possible, the employee should promptly enter the absence into the District's electronic time management system and communicate with the employee's supervisor as soon as possible to obtain authorization for the vacation.

Employees commencing work on the first workday after January 1 will be credited with one full month's employment for purposes of vacation calculation.

**F. Holidays**

1. Effective upon ratification of the 2014-2018 Agreement by the parties, these are the holidays for employees:

Labor Day  
Thanksgiving Day and the day after  
Winter recess days received by teachers  
Martin Luther King Day  
President's Day  
Spring recess days received by teachers  
Memorial Day  
July 4<sup>th</sup>

2. If the ratification of the 2014-2018 Agreement occurs after the Spring Recess in 2016, the terms of 1. above shall commence on July 1, 2016.

**G. Inclement Weather Days**

Employees shall not report to work when schools are closed for inclement weather. In an emergency situation (e.g. Board packet day) when an inclement weather closing occurs, an employee(s) may be called in to work if there is a supervisor present in the work location. Said employee(s) shall receive compensatory time off for the time worked.

- H. When a payday falls on a holiday, employees shall receive their paychecks on the last preceding working day.

**Article 5.2**

**SUMMER WORK SCHEDULE AS TO TECHNOLOGY STAFF ONLY**

During the summer months, commencing and ending on such dates as shall be determined by the Superintendent, Technology shall work 10 hours per day and Monday through Thursday; in return, such employees will have Fridays off. The specifics, relative to "when" the additional time will be worked as part of the Monday through Thursday work day, will be determined between the unit employee and his/her immediate supervisor. Any employee using paid time off during the summer work schedule will be charged 1.25 days of paid leave time for each summer schedule work day missed, and .75 day for each half-day of paid leave taken.

**Article 5.3**  
**SALARIES AND CLASSIFICATION AS TO TECHNOLOGY STAFF ONLY**

**A. Salary**

1. The salaries of all employees covered by this Agreement are as set forth on records in the Human Resources Office.
2. Employees hired after January 31<sup>st</sup> of the school year shall not receive any salary increase for the next 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).
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 1/2080th 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. Effective July 1 of the school year following the completion of ten (10) consecutive years of employment in the district, a \$250 career increment will be paid each school year through and including the fifteenth year of employment.

Effective July 1 of the school year following the completion of fifteen (15) consecutive years of employment in the district, a \$500 career increment will be paid each school year through and including the twentieth year of employment.

Effective July 1 of the school year following the completion of twenty (20) consecutive years of employment in the district, a \$750 career increment will be paid each school year. This is the total career increment to be paid. Career increments are not cumulative.

**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.

**B. Classifications**

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

Field Technician  
Technology Systems Specialist

2. No employees shall supervise any students except in emergencies.

**Article 5.4**

**EVALUATION AS TO TECHNOLOGY STAFF ONLY**

**A. Personnel Records**

Upon reasonable notice, as scheduled with the Human Resources Office, an employee shall be permitted to examine the employee's personnel file. Prior to the employee's examination of the file, the Director of Human Resources shall remove any documents in the file from third parties that could be construed to be employment references.

- B. Employee performance evaluations 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 5.5**

**TEMPORARY LEAVES OF ABSENCE AS TO TECHNOLOGY STAFF ONLY**

**A. Types of Leave**

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

1. **Sick Leave**

- a. All employees will receive twelve (12) days paid sick leave per year. The unused days shall accumulate from year to year.
- b. When an employee retires from the Cherry Hill School District after ten (10) years of continuous service pursuant to the provisions of the Teacher's' Pension and Annuity Fund or the Public Employee's' Retirement System for age and service or disability, with immediate receipt of pension payment, such employee shall be paid at the rate set in Schedule E for each day of accumulated unused sick leave days that have been accumulated as a result of employment in the Cherry Hill School District. At the time of retirement, each accumulated unused sick leave day shall be compensated at the full negotiated per day rate even if the employee is a part-time employee at the time of retirement. 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.

c. Notice of Retirement

The employee must provide the District with 90 days' written notice of intention to retire, except in cases of medical or disability retirement. If he/she fails to do so, the payment for unused sick leave will be delayed until July 15th of the second budget year after retirement. This notification is required in order to be eligible for payment for unused accumulated sick leave as set forth in b. above.

2. 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 one (1) day 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.

For employees who work fewer than five days per week, this shall be the personal leave entitlement:

Four days per week	1.5 days
Three days per week	1 day
Two days per week	.5 day
One day per week	0 days

3. Conference Days

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. The Support Staff are included in the calculation of days.

4. Legal

An employee shall be granted a paid leave of absence for appearances in any legal proceeding connected with the employee's employment with the school system except in cases where the employee is a plaintiff or defendant. In addition, any other court appearance by an employee may be approved by the Superintendent. This is



limited to one (1) day per year. The decision of the Superintendent in this regard is not subject to arbitration under this Agreement.

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.

**Article 5.6**

**EXTENDED LEAVES OF ABSENCE AS TO TECHNOLOGY STAFF ONLY**

A. 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 herein shall be made for absence during the waiting period and 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 5.7**

**TRANSFERS AS TO TECHNOLOGY STAFF 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 5.8**

**NON-RENEWAL OF EMPLOYMENT AS TO TECHNOLOGY STAFF 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 5.9**

**COMPLAINT PROCEDURE AS TO TECHNOLOGY STAFF 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 5.10**

##### **PROTECTION OF EMPLOYEES AS TO TECHNOLOGY STAFF 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 5.11**

##### **EXPENSES AS TO TECHNOLOGY STAFF ONLY**

- A. 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.
- B. 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.

#### **Article 5.12**

##### **TUITION REIMBURSEMENT AS TO TECHNOLOGY STAFF ONLY**

- A. Effective July 1, 2005, there shall be a tuition reimbursement program for support staff, including Technology staff. Courses to be reimbursed shall include graduate courses, undergraduate courses (both requiring a grade of B or better) and continuing education. The

parties shall work out prior approval procedures. The per employee annual reimbursement limit is \$750. Effective July 1, 2006, the annual maximum payment for all secretaries, support staff and technology staff shall be \$15,000.

**Article 5.13**

**MISCELLANEOUS PROVISIONS AS TO TECHNOLOGY STAFF 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.

## **SECTION SIX – FACILITIES STAFF**

### **Article 6.1**

#### **WORK SCHEDULE AS TO FACILITIES STAFF ONLY**

- A. The regular work week for daytime shift employees, including Cleaners and Lead Cleaners, shall be forty (40) hours. The regular work week for night time shift employees, except Cleaners and Lead Cleaners, shall be thirty-seven and one-half (37-1/2) hours.
- B. Any shift which has a beginning time between 6:00 a.m. and 10:30 a.m. shall be eight and one-half (8 1/2) hours in length, and any shift which has a beginning time between 11:00 a.m. and 5:00 a.m. shall be eight (8) hours in length, except for Cleaners and Lead Cleaners whose shift, regardless of commencement time shall be eight and one-half (8 ½) hours in length.
- C. As of July 1, 1997, Groundskeepers shall not be transferred to the night shift to replace an absent custodian or to fill a vacancy.
- D. The work week for all employees shall be scheduled by their respective Supervisors. Employees may be scheduled on a Monday through Friday or Tuesday through Saturday schedule.
- E. Emergency Closings
  - 1. Unit members shall be required to work on days of weather emergencies unless they are personally contacted by the Director of Operations and Facilities Management and directed not to report to work.
  - 2. Bargaining unit members are considered essential personnel and, as such, are required to report to work in emergency situations, including but not limited to snow storms and extraordinary weather conditions even when a state of emergency is declared. Only when a state emergency is declared which orders all essential and emergency personnel to stay home shall employees not be required to report to work. If a unit employee is issued a ticket while in compliance with the first sentence of this clause, the District shall supply information to the relevant court to defend the employee and/or reimburse the employee for any fine which occurs.
  - 3. When schools are closed due to inclement weather but no directive has been issued under 2. above, all unit members who make a reasonable effort to report to work shall not be docked pay for the time that they are late. The determination of whether a "reasonable effort" has been made shall rest solely with the Director of Operations and Facilities Management on a case-by-case basis.
- F. Any employee who must leave work due to an emergency and who has worked four (4) hours or less shall be paid for the full day but shall have 1/2 day charged against sick days. Employees who have worked more than four (4) hours shall be paid for the full day.

For the purpose of this paragraph, emergency shall mean accident or illness of a member of the employee's immediate family requiring hospitalization or medical care. The Board may



condition payment as outlined above upon submission of such proof as the Board may require.

- G. When an employee retires from the Cherry Hill School District pursuant to the provisions of the Public Employees' Retirement System for age and service or disability, with immediate receipt of pension payment, such employee shall be paid at the rate of \$41.00 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 employee's estate shall receive such pay.

H. Holidays

The following paid holidays shall be in effect for all employees covered by this Agreement:

July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
The day after Thanksgiving  
Christmas Eve  
Christmas  
New Year's Eve  
New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
Two floating holidays \*

- \* Effective July 1, 1997, there shall be two (2) days of the employee's choice (floating holidays) which are to be assigned by the Administration. A specific day may be a floating holiday for one, some or all employees. Employees first hired on or after the date of mutual ratification shall be eligible for only one (1) of these floating holidays during their first three (3) years of employment. Beginning on the July 1st which follows the third anniversary of employment said new employees shall be eligible for the second floating holiday.

If an employee is not permitted to take a listed holiday, as verified by his/her supervisor, he/she shall receive another day off as mutually agreed between the employee and the supervisor.

I. Vacation

1. Employees shall be entitled to paid vacations in accordance with the following schedule:
  - 1 week - after the completion of six (6) months of service.
  - 2 weeks -after the completion of two (2) years of service.
  - 3 weeks -after the completion of three (3) years of service.
  - 4 weeks -after the completion of ten (10) years of service.
2. Effective July 1, 2005, all vacation entitlements shall be credited on July 1 each year. For the purposes of this section, in establishing the prorated calculation, any date

within a month is treated as a full month and a proration which results in a partial vacation day shall be rounded up to the next full day.

3. Seniority shall prevail in the selection of vacation time off when practicable.
4. Employees shall be paid vacation pay before the start of their vacation, if application for said vacation pay is made at least two (2) weeks in advance using forms provided by the Board.
5. Vacation time off shall be taken in units of full weeks, except that those employees entitled to three (3) or more weeks of vacation may schedule two (2) weeks of vacation in days provided one (1) week notice is given to his immediate supervisor or the supervisor's designee.
6. Employees shall be permitted to take their vacation to which eligible, any time during the ensuing twelve (12) month period after it is earned. An employee may carry over all unused days granted the prior year until July 1, but may carry over only five (5) days beyond that time. Scheduling of vacations shall be subject to the manpower requirements of the school system.
7. Written requests for vacation to be taken during July and August shall be submitted to the immediate supervisor not later than June 1 and the supervisor shall respond within two weeks. Requests for vacations during any other time of year shall be submitted at least two weeks in advance and the supervisor shall respond within one week. Once vacation schedules have been approved by the supervisor, the supervisor may not change the vacation schedule except in the case of an emergency need of the school or the district.
8. When an observed holiday falls during an employee's scheduled vacation, the employee shall receive an additional day off with pay.
9. If an employee is unable to take his vacation as scheduled, due to illness or disability, and such illness or disability occurs prior to the employee's scheduled vacation, the employee's vacation will be re-scheduled.
10. Should an employee become ill or disabled during the course of his scheduled vacation, such portion of his vacation shall be deemed to be sick time, provided he has accumulated sick leave equal to or in excess of such time, and the remainder of his vacation shall be re-scheduled provided:
  - a. The employee notifies the Board immediately of his illness or disability, and
  - b. The illness or disability is verified by a competent Doctor's certificate.

#### **Article 6.2**

#### **SALARIES AND CLASSIFICATION AS TO FACILITIES STAFF ONLY**

##### **A. Pay Increases and Starting Rates**

1. Pay increases, as modified by A. 3. below, are set forth in Schedule G.

2. These are the entry level salaries for Grades I through IV and for Grade VIII during this Agreement:

7/1/2021-12/31/2021:

Grade I -	\$29,500
Grade II -	\$30,500
Grade III-	\$31,500
Grade IV-	\$32,500
Grade V -	\$28,000
Grade VI -	\$28,500
Grade VII -	\$29,000
Grade VIII -	\$45,000

As of 1/1/2022:

Grade I -	\$35,000
Grade II -	\$35,500
Grade III-	\$36,500
Grade IV-	\$37,500
Grade V -	\$33,500
Grade VI -	\$34,000
Grade VII -	\$34,500
Grade VIII -	\$50,000

7/1/2022-12/31/2025:

Grade I -	\$40,000
Grade II -	\$42,000
Grade III-	\$44,000
Grade IV-	\$45,000
Grade V -	\$38,500
Grade VI -	\$39,000
Grade VII -	\$39,500
Grade VIII -	\$55,000

The established rates for the first year of employment represents the new starting rates. No new employee shall be started at a salary range higher than the lowest paid existing employee in that grade, except for a licensing increment.

3. Effective July 1, 1997, an employee in Grades I through VIII must have been on staff one half year in order to earn a raise for the following year. For example, an employee hired on November 1, 2013, shall receive a raise on July 1, 2014, but an employee hired on May 1, 2014, shall remain on the previous salary until July 1, 2015.
4. A bonus of \$100.00 shall be paid in a lump sum upon the execution of an employment contract for the 10th year of employment and for the 15th year of employment.

5. Effective July 1 of the school year following the completion of ten (10) consecutive years of employment in the District, a \$250 career increment will be paid each school year through and including the fifteenth year of employment.

Effective July 1 of the school year following the completion of fifteen (15) consecutive years of employment in the District, a \$500 career increment will be paid each school year through and including the twentieth year of employment.

Effective July 1 of the school year following the completion of twenty (20) consecutive years of employment in the District, a \$750 career increment will be paid each school year. This is the total career increment to be paid. Career increments are not cumulative.

6. A stipend of \$500 shall be paid to all Grade IV positions after the completion of five years of service in the district (all five years of service need not be in the Grade IV titles). In subsequent years, the said \$500 (with no increase in same) shall be added to the employee's base salary and salary increases shall be calculated and added to said base salary.

7. When an employee is promoted from one Grade to another Grade, he/she shall have the dollar difference between the entry levels for the two Grades added to his/her salary. For example, if an employee is promoted from Grade 1 to Grade 2 and the difference between the two entry levels for those Grades is \$1,000, the promoted employee shall have \$1,000 added to his/her salary.

- B. When an employee is temporarily transferred to a job calling for a higher rate of pay for a minimum of four (4) hours, he shall be paid the higher rate of pay for all work done on such job. When an employee is temporarily transferred to a job calling for a lower rate of pay, he shall be paid the rate of his normal job. This paragraph shall not apply to the stipends for the possession and/or use of a black seal or better license.

- C. Employees who are temporarily assigned to act as Secondary School Head Custodian shall receive an additional \$1.00 per hour over and above their present hourly rate for the time spent on said higher non-bargaining unit work.

- D. Effective July 1, 2015, the District shall use a 2080 hour divisor to determine a Facilities Staff hourly rate for the year. This hourly rate shall be used for all purposes for which the hourly rate is used.

The calculation is:

$$\frac{\text{Employee's base annual salary}}{2080} \text{ equals employee's hourly rate}$$

Deductions which are made for time off without pay shall be made on the basis of the employee's standard hourly rate.

- E. When school is closed because of weather, all employees who, in the opinion of the Board, make reasonable efforts to report to work shall not be docked pay for the time that they are late.
- F. Any retroactive payments due under a new ratified Agreement shall not be paid if they total under \$5.00 for an employee.
- G. OVERTIME
1. All hours worked in excess of eight (8) hours or in excess of seven and one-half (7 1/2) hours, where applicable, in any one day, or in excess of forty (40) hours, or in excess of thirty-seven and one-half (37 1/2) hours, where applicable, in any week, shall be paid for at the rate of time and one-half (1 1/2) of the employee's basic hourly rate of pay.
  2. The employee may elect to receive compensatory time in lieu of payment under the following terms:
    - a. Compensatory time off may only be earned by working a full shift (8 hours) or a half shift (4 hours) of overtime.
    - b. Compensatory overtime may only be used when the employee has earned three (3) days off under the terms of f. below.
    - c. Compensatory time off may only be used in full day amounts with the advanced approval of the immediate supervisor. Approval of leaves will not be unreasonably withheld.
    - d. Compensatory time off may only be used on days when school is not in session.
    - e. Eight (8) hours of overtime equals twelve (12) hours of compensatory time off.
    - f. The maximum number of compensatory time off days which an employee may earn in a year is three (3). In order to earn three (3) days, the employee must work 16 hours of overtime consistent with a. above. Sixteen (16) hours of overtime worked equals three (3) days of compensatory time off.
    - g. Any compensatory time earned but not taken by the close of business on June 30 shall be compensated in payment by the District in July.
  3. Effective July 1, 1995, for employees who are not scheduled to work a Tuesday through Saturday work week pursuant to Article 6.1, D., all hours worked on a Saturday shall be paid for at a rate of time and one-half (1 1/2) of the employee's basic hourly rate, except that for purposes of overtime scheduling an employee who has not worked 40 hours in a given week, for reasons other than sickness or any other excused time covered by any article contained in this Agreement, Sunday, 12:01 a.m. to the end of his shift on Friday of that week shall not qualify for overtime seniority rotation.



4. All hours worked on Sunday or on an observed holiday shall be paid for at the rate of double time (2X) of the employee's basic hourly rate, except that for purposes of overtime scheduling an employee who has absented himself, for reasons other than sickness or any other excused time covered by any article contained in this Agreement from his post during the week in which the holiday occurs or the week prior to the Sunday on which work is required shall forfeit his right to overtime seniority rotation.
5. Payment for all overtime worked shall be paid for not later than the close of the next following pay period.

H. Overtime Rotation

1. An overtime rotation schedule will be established for each school, department or area in the district for those employees who volunteer for overtime. The order for each list shall initially be established with the most senior volunteer being first to the least senior being last. As overtime work is available, the Board shall choose from the volunteer overtime list the first available employee who is qualified in the order of rotation. Any employee on this list who refuses an overtime assignment shall be moved to the bottom of the list. In the event an employee accepts an overtime assignment and fails to report for the same without calling in to his supervisor to advise of such absence shall be ineligible for overtime for two (2) rotations.
2. The Board shall also establish a list of all employees in each school, department or area in order of seniority with the most senior employee first to the least senior employee being last. In the event the Board is unable to secure an employee from the voluntary overtime list in paragraph "E. 1." above, it shall assign said overtime to the least senior qualified employee on the seniority list in order of rotation.

I. Call-In

1. When an employee is called into work during his non-working hours, without advance notification, this shall constitute a CALL-IN.
2. When an employee is notified during his working hours to report to work during his non-working hours, or when an employee is scheduled in advance to work an assignment outside of his normal tour of duty, this shall not be considered a CALL-IN, but an overtime assignment.
3. An employee called in to work shall be paid a minimum of two (2) hours' pay at his normal rate of pay, the overtime and premium rates where applicable.
4. If an employee is notified that he/she must come in to work before his/her normal reporting time and that notification is made after 10 p.m., the employee shall be paid one (1) additional hour's pay at time and one half.

J. On-Call

The undersigned agree to the following effective December 1, 2014:

1. It is deemed necessary that the Maintenance Staff employed by the Board and covered by the Agreement between the Association and the Board are needed to be "on call" to respond to after school hours' emergencies that arise. To that end:
  - a. The District will provide a beeper or calling device with a dedicated number to be used to contact the employee.
  - b. A list will be established of the District employed Maintenance Staff. This list will signify the order in which each staff member will be "on call" for a week, a 7-day period.
  - c. Should an employee not be able to fulfill his week, it is his responsibility to find a replacement and notify the supervisor of the change.
  - d. When called, the employee will either go to the school where there is a problem or to the District Maintenance Yard for a truck.
  - e. Employees will be paid the amount of \$175.00 for each week (7-day period) that they are "on call" effective upon ratification of the Memorandum of Agreement dated September 23, 2021.

K. Employee's paychecks shall be placed in an envelope before delivery to them.

L. Black Seal

1. An additional stipend of \$344.00 per year will be added to the salary of every employee who holds and discharges the rights and responsibilities of a Black Seal or better boiler license. Responsibilities shall include posting of license in school boiler room to which the individual is assigned, supervision of the boilers in the event of absence of primary boiler operators in a school, and assisting in scheduled boiler cleaning and repairing. Mechanics shall not be eligible for the Black Seal License Stipend.

In addition, a unit member who utilizes said license on a regular daily basis in the performance of his duties by supervision of the boilers on his shift in his assigned building as the primary boiler operator, shall be paid an additional stipend of \$648.00 per year.

M. CDL License

Effective July 1, 2013, employees who are required to and do hold a valid New Jersey CDL shall receive a \$100 stipend per year. Effective July 1, 2014, the Board shall reimburse employees who are required to have CDL licenses for the fee associated with the license. The CDL requirement is limited to grounds personnel. Those grounds personnel hired before imposition of the CDL requirement will not be subject to discharge if not obtained.

N. Articulated License Tests

The Board will pay the one-time cost of taking the articulated license test (\$35.00) for any employee whose job description requires an articulated license.

**Article 6.3**  
**EVALUATION AS TO AS TO FACILITIES STAFF ONLY**

- A. All employees shall be evaluated and shall receive written evaluation reports at least two times per year.
- B. After each written evaluation, employees will meet with the evaluator within 10 school days to discuss the evaluation report. The employee shall sign the report at the conclusion of the meeting which signature shall not indicate the employee's agreement with the contents of the report. In the event that the employee refuses to sign the report after being requested to do so, the evaluator shall note such refusal on the report.
- C. Any rating on the report below "satisfactory" shall be accompanied by written suggestions for improvement.
- D. Within 10 days of the meeting between the evaluator and the employee, the employee may submit a written response to the evaluation for inclusion in the employee's file.

**Article 6.4**  
**TEMPORARY LEAVES OF ABSENCE AS TO AS TO FACILITIES STAFF ONLY**

A. **Personal Illness**

- 1. An employee shall be allowed twelve (12) days' absence in any contract year for personal illness, without deduction of pay.

The number of unused days in any year shall be accumulated from year to year, as long as the employee's employment with the Board is continuous. However, in the case of a prolonged sick leave extending into a new school year, an employee shall not be credited with the twelve (12) days for the new year until active duty actually begins, except as provided in Paragraph 3 hereof.

- 2. Termination of employment shall result in immediate cancellation of accumulated sick leave. Subsequent re-employment shall not reinstate any old sick leave accumulation, and the person re-employed shall begin anew his personal illness benefits. In a return from a reduction-in-force, the employee's previously accumulated sick leave shall be restored.
- 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 shall be in violation of contract, provided, however, extension of sick leave for employees covered by this agreement may be made at the discretion of the Board of Education.
- 4. N.J.S.A. 18A:30-4. In case of sick leave claimed, a board of education may require a physician's certificate to be filed with the secretary of the board of education in order to obtain sick leave.

5. Each employee who meets the qualifications enumerated below and is absent because of personal illness, may be paid, upon application to the Board, up to an additional two (2) weeks' salary at half pay. The qualifications for said payment are as follows:
  - a. Employee must have exhausted all current and accumulated sick leave.
  - b. The benefit shall be a yearly benefit, shall be non-accumulative and shall be effective as of the anniversary date of the fifth year of employment.
  - c. There shall be a qualification period of five (5) consecutive work days of sickness for which period no payment shall be made, provided however, that regular accumulated sick leave days (for which payment shall be made) may be utilized in establishing said qualification period.
  - d. The physician's certification required by Paragraph 4 above shall be filed with the Administration.
6. Employees who are absent due to personal illness shall call their immediate supervisor or his designee within one (1) hour before they are scheduled to begin work and advise him of the illness and expected date of return. No further communication from the employee is required unless he cannot return to work on the date given, in which case the employee shall notify his immediate supervisor of the new expected date of return.

**B. Jury Duty and Court Appearance**

1. Any employee who is required by law to serve on a jury in a court of record, upon satisfactory proof to the Board of such service rendered, shall be reimbursed by the Board for and during the time he is required to be in attendance in court in an amount equal to the difference between his regular pay and his jury pay.
2. When an employee is called for jury service, he shall be excused from work on the days when he is required to be in court, provided, however, that if the time required for jury service in any one day does not extend beyond 12:00 o'clock noon, the employee will be required to report for work for the remainder of the day.
3. An employee shall be granted a paid leave of absence for appearances in any legal proceeding connected with the employee's employment with the school system except in cases where the employee is a plaintiff or defendant. In addition, any other court appearance by an employee may be approved by the Superintendent. This is limited to one (1) day per year. The decision of the Superintendent in this regard is not subject to arbitration under this Agreement.
4. Each employee requiring time off for jury duty or court appearance shall notify his immediate superior as soon as possible of the day or days involved.

**C. Personal Business**

An employee shall be granted two (2) days' leave with pay in any contract year to attend to personal business.

Requests for such absence must be filed five (5) days in advance with the immediate supervisor or his designee, and on a form prescribed by the Board, except in the case of medical emergency as orally approved by the Building Principal.

**D. Association Conferences and Conventions**

The Board agrees to allocate a number of working days not to exceed ten percent (10%) of the number of members in the unit plus four (4) days with pay per school fiscal year in aggregate, to delegates chosen by the Association to attend bona fide Association conferences and conventions. Any employee for whom the Association makes such a request must present to the Board one week in advance of the conference or convention a written request for time off, specifying the dates for each occasion such employee is required to be absent. Such request will be honored unless conditions at work at the time are such that the employee's services cannot be spared. In such case an alternate representative may be designated by the Association.

It is agreed that in the calculation of the term "members in the unit" above, Cleaners and Cleaning Leads shall not be included in the calculation for the purposes of this section. However, Cleaners or Cleaning Leads shall be entitled to use days from those in the above paragraph if so designated by the Association.

**Article 6.5**

**EXTENDED LEAVES OF ABSENCE AS TO FACILITIES STAFF ONLY**

**A. Maternity Leave**

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

1. Any employee seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent or his designee at least sixty (60) 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; provided, however, an employee may apply for early reinstatement by filing a written request therefore with the Superintendent or his designee. Said request for early reinstatement is subject to Board approval.
2. The Board may require as a condition of an employee's return to service, production of a certificate from a physician certifying that the employee is medically able to resume her duties.
3. In no event shall any such leave be granted beyond the end of the contract year in which leave is requested to commence.
4. In the event there is any question concerning her ability to continue to perform her duties the Board may require a medical certification from her physician that she is medically able to perform her duties. The Board shall have the right to have the employee examined by a physician designated by the Board. If there is a difference of medical opinion between 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, shall be dispositive of the issue. If it becomes necessary to seek the opinion of a third physician, his fee shall be shared equally by the Board and the employee involved.

**B. Leave for Cause**

1. An employee shall be granted a leave of absence without pay for good and sufficient personal reasons for a period not to exceed three (3) months. The employee must give written notice of his/her intention to return to work at least 20 days before the proposed date of return. During this leave, seniority shall accumulate. If the employee overstays his leave of absence or accepts employment elsewhere during such leave of absence, without the Board's permission, his employment with the Board shall be terminated.
2. Except in emergencies, reasonable notice shall mean notice given prior to the first Monday of the month preceding the month in which the leave is to commence.

**Article 6.6**

**MISCELLANEOUS PROVISIONS AS TO FACILITIES STAFF ONLY**

**A. Seniority of Facilities Staff employees**

1. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board.
2. All employees shall be considered as probationary employees for the first sixty (60) days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board, without recourse to the provisions of the grievance procedure of this Agreement. Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment.
3. Employees who obtain new positions in the bargaining unit due to promotion or requested transfer will have a 60-day probationary period. If during this period, or at its conclusion, the Board, through its administration, and in its sole discretion, determines to transfer the employee back to the last prior position, it may do so without employee or Association recourse to the grievance procedure.
4. If the employee gives notice, during the probationary period in 1. above, that he/she wishes to move back into the job title previously held, he/she shall be moved back to that title as soon as administratively possible.
5. The Association and the employee shall be notified of the completion of the probationary period.
6. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by a lottery.

7. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Union upon request but not more than three (3) times in a contract year.
8. An employee's seniority shall cease and his/her employee status shall terminate for any of the following reasons:
  - a. Resignation or retirement
  - b. Discharge for cause
  - c. In the event of a lay-off, an employee's employment status shall cease immediately upon lay-off, however, seniority shall not be lost except in case of continuous lay-off for a period exceeding twelve (12) months.
  - d. Failure of laid-off employees to report for work either, (1) on the date specified in written notice of recall mailed 14 or more calendar days prior to such date; or (2) within three (3) working days after date specified in written notice of recall mailed less than 14 calendar days prior to such date, unless the employee has a justifiable excuse for his failure to return to work as provided herein. The Board shall give careful consideration to an employee's reasons, which may have caused a delay in his return to work. Written notice of recall to work shall be sent by the Board by certified mail, return receipt requested, to the employee's last known address, as shown on the Board's personnel records.
  - e. Failure to report to work for a period of three (3) consecutive scheduled working days without notification to the Board of a justifiable excuse for such absence.
  - f. Failure to report back to work immediately upon expiration of vacation leave of absence or any renewal thereof, unless return to work is excused by the Board.

B. When circumstances necessitate a reduction of the work force, the Board shall take the following appropriate steps:

1. The Board shall advise the Association in advance of the number of employees to be affected and the job titles and grade levels of the affected employees.
2. The Board shall first consider for lay-off the employees with the least seniority in the job titles and grade levels affected.
3. Employees considered for lay-off shall first be considered for filling any existing vacancy in another job title of the same grade level provided they have the requisite qualifications and the ability to perform the work. If no vacancy exists in the same grade level, the employee may displace, in his same grade level, an employee with less seniority in the job title that the displacing employee has the requisite qualifications and ability to perform the work and likewise in successively lower grades. An employee placed in a lower grade shall be paid according to the salary

guide for the grade level and job title actually worked. An employee not placed under these provisions shall be laid off. These provisions shall also apply to a displaced employee.

- C. Employees may be recalled to work from lay-off provided that they have the requisite qualifications and ability to perform the available work.
- D. A permanent job opening in the bargaining unit shall be posted on appropriate bulletin boards for a period of five (5) consecutive work days. Permanent employees may apply for such job openings. However, probationary employees are ineligible to apply for permanent job openings.
- E. In filling permanent promotional job vacancies within the bargaining unit, the Board will first attempt to fill such vacancies by promoting an employee from the next lower rated job title who had bid for the opening and who has, in the Board's sole discretion, the requisite qualifications and ability to perform the work. Where, in the Board's sole discretion, two (2) or more employees possess equal qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit who had bid for the job will be given preference.
- F. Lateral Vacancies
  - 1. When a lateral job vacancy occurs, employees in that category who desire to transfer to another school and who have filed a written request for such transfer with the Board shall be considered for transfer by the Board. If such a request is to be granted, it will be granted on the basis of the most senior employee being given preference. Once such transfer has been granted or a transfer offered and refused, the employee applying therefore or refusing shall be ineligible for further transfer for a period of two months. Nothing herein shall be construed to limit the right of the Board to transfer employees as the needs of the school system require.
  - 2. All filling of vacancies in grade titles shall be by seniority except for the following positions that are generic in nature. An individual wishing to transfer must demonstrate the skill to perform the job to which he wishes to transfer. Example: plumber to plumber by seniority; plumber to electrician by demonstrated skill.
    - a. Maintenance Person (Grade III or IV)
    - b. Grounds Crew Leader/Athletic
    - c. Ground Crew Leader
  - 3. Effective July 1, 1995, existing language and practice which would restrict transfer of employees possessing a Black Seal license is removed. In the case of Black Seal transfers the Administration will designate buildings and shifts where it intends to appoint a Black Seal employee; the Board will seek volunteers for the building/shift from the pool of employees who possess a Black Seal license but are not currently assigned to a situation where it is used; if one employee volunteers, the volunteer will be appointed to the building/shift; if more than one employee volunteers, assignment will be made by seniority, if there is no volunteer for a building/shift, the Board may assign in reverse order of seniority. Those employees displaced by transfer of Black

Seal employees shall apply for any vacancy within their grade level and will be appointed in order of seniority.

It is recognized that Cleaners used as "floaters" who possess a Black Seal license and who are assigned on a temporary basis to a building to replace an absent cleaner are not considered to have been "transferred" within the meaning of the above.

Employees in the titles of Grounds Crew Leader, Grounds Keeper, Electrical Lead, and HVAC Lead and HVAC-R Controls Lead are now required to possess and maintain a Black Seal license. Employees in these titles employed on or before March 1, 2013, will be required to obtain such a license by June 30, 2015. Employees in these titles hired after March 1, 2013, shall have two years from the date of hire to obtain such a license.

Employees in the following titles have been required to possess and maintain a Black Seal license: Elementary Head Custodian, Maintenance Person, Cleaning Leads – Elementary School, Cleaning Leads - Middle School, and Cleaning Lead – High School.

- G. It is recognized that seniority is only one criteria to be considered by the Board. The Board retains all authority and discretion allowed by law with respect to reductions in force, recall from lay-offs, transfers and promotion of employees.
- H. Work Assignment
  - 1. All work shall be assigned to employees by the Director of Operations and Facilities Management or his designee. The Association recognizes that the school principal is individually responsible for the operation of the school. In the case of emergency or when immediate action is required, employees may be given work assignments by any superior within the employee's job jurisdiction.
  - 2. Employees who utilize their own motor vehicles on official school business shall be reimbursed at the rate established from time to time by Board policy provided they submit a proper voucher and subject to the approval of the Supervisor of Buildings and Grounds.
- I. Non-renewal of Employment
  - 1. 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.
  - 2. 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.

3. 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.
4. The Board shall exercise its discretion in determining a reasonable length of time for the proceeding.
5. The Board shall provide adequate written notice to the employee of the date, time and place of the informal appearance.
6. The employee may be represented by counsel or one individual of his choosing.
7. Within three (3) days following the informal appearance, the Board shall notify the affected employee in writing of its final determination.

J. Uniforms and Tools

1. Upon the completion of one (1) year of service: the system in place for the provision and cleaning of uniforms for unit members at the beginning of the 2004-2005 year shall remain in place. Effective July 1, 2013, the District will provide all unit members with five (5) tee shirts. A new employee employed after that date shall receive five (5) tee shirts within a reasonable time after their initial employment. Worn out and damaged tee shirts shall be replaced.

Effective July 1, 2022, the District will provide each unit member with one (1) new pair of work boots each contract year.

2. Replacement uniforms shall be made available to employees upon requisition by employees and return of clean, used uniforms recognized by the Director of Facilities Management as unfit for further use. Employees shall sign for all uniforms, tools and keys and shall be responsible for the same and for any other property of the school district. Upon termination of employment with the district for any reason, all tools, uniforms, keys and equipment shall be returned in good condition, reasonable wear and tear excepted, or the cost of the same may be withheld from the employee's pay.

Employees shall not be held financially responsible for loss or theft of tools or keys due to circumstances beyond their control.

3. The wearing of the uniform shall be limited to the Board's premises during the course of an employee's tour of duty, or in travel to and from his home to the Board's premises.
4. Protective clothing will be furnished to all employees who are required to work under conditions where such clothing is necessary. Employees shall sign out and sign in for such clothing.
5. Employees shall wear the uniforms listed under A. 1. above at all times when working on Cherry Hill School District property. The Director of Facilities Management will annually issue a memo to all unit members indicating the dates between which District-provided tee shirts displaying the District logo may be worn in lieu of the uniform shirt.



6. No employee is required to bring or use his own tools. If a job is assigned to an employee which requires a specific tool and the District does not have that tool, the employee is not required to do the job.

K. Notification of a change in work location shall occur at least two (2) hours prior to the scheduled arrival time for the employee. If the notice occurs within two (2) hours of the scheduled arrival time, the District shall provide the employee with transportation to and from the new work location if the employee needs it.

I. Temporary Part-Time Employees

1. Temporary part-time employees employed by the Board for work shall not be subject to the provisions of this Agreement and shall not acquire any rights hereunder.
2. The work performed by temporary part-time student employees shall be limited to grass cutting, grounds keeping and, during the months of June, July, August and September, warehouse persons. The employment of part-time student employees in the warehouse for during the months of June, July, August and September is not affected by 4. below.
3. Temporary part-time employees shall not be assigned to work on Sundays or Holidays and, except as delineated in Paragraph 2 above, shall not perform work normally performed by regular employees and shall not be utilized for the purpose of circumventing overtime assignments to regular employees.
4. Effective as soon as possible after mutual ratification of the 1996-1999, a part-time employee pool for all unit positions may be established to:
  - a. Replace employees who use compensatory time under the terms of Article 6.2, SALARIES AND CLASSIFICATION AS TO FACILITIES STAFF ONLY, Section G.
  - b. Replace full shift absences
  - c. Temporarily fill vacancies of 30 days or less.

M. Classifications

GRADE I

Grounds Keeper

Messenger/Grounds Keeper

GRADE II

Grounds Crew Leader

GRADE III

Maintenance Person

High School Stock Clerks

Elementary Head Custodian

Malberg Head Custodian

Barclay Head Custodian  
Automotive Mechanic  
Warehouse/Inventory (Central)

GRADE IV

Maintenance Person

GRADE V

Cleaner

GRADE VI

Lead Cleaner – Elementary/Middle School

GRADE VII

Lead Cleaner – High School

GRADE VIII

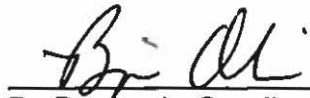
Electrical Lead  
HVAC Lead  
HVAC-R Controls Lead  
Plumbing Lead  
Lead Auto Mechanic

## SECTION SEVEN

### Article 7.1 DURATION OF AGREEMENT

- A. Unless otherwise provided herein, this Agreement shall be effective as of July 1, 2021, and shall continue in effect through June 30, 2025, subject to the Association's right to negotiate a successor Agreement as provided in Article 1.3 This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.


BOARD OF EDUCATION OF THE TOWNSHIP OF CHERRY HILL



By Benjamin Ovadia, President

Date: 6/28/2022

CHERRY HILL EDUCATION ASSOCIATION



By Steven Redfearn, President

Date: 6-23-2022

## **SECTION EIGHT – APPENDIXES**

### **APPENDIX 1**

#### **SIDEBAR AGREEMENTS AS TO CERTIFIED STAFF ONLY**

1. On a non-contractual basis, the Board will continue its policy of giving consideration to the promotion of Certified Staff 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 middle school the sum of \$300, and to each high school the sum of \$500, to be used for a professional library.
3. Following a medical leave of absence or a child rearing leave, it is anticipated that the employee will return to employment in his/her original position if feasible, or be assigned to a position within the scope of the employee's certification. Nothing in the foregoing shall deprive the Board or the employee of rights granted under law.

### **APPENDIX 2**

#### **ADDENDUM TO SCHEDULE**

The parties agree that upon the expiration of the 2020-21 Collective Negotiations Agreement, employees shall not advance on the Salary Guide or otherwise receive an increment, until the parties ratify a successor Agreement.

### **APPENDIX 3**

#### **INCENTIVE PLAN CONCEPTS**

As long as the District is covered by SEHBP for health/hospitalization and prescription insurance, the following language is not applicable to those coverages.

1. Which employees are eligible for this incentive?

*Employees who are eligible to receive any enrollment level above single for any of the insurances under Article 1.12, C., D. or E.*

2. Is the Incentive Plan voluntary?

*Yes. No employee must participate if she or he chooses not to do so*

3. What is the purpose of the Plan?

*The purpose of the plan is to encourage eligible employees to waive unnecessary duplicate family coverage.*

4. What is the "Incentive" portion of the Plan?

*Employees who are eligible for any enrollment and who waive all coverage for any of the three types of insurance for a full calendar year shall receive the percentage set forth in Article 1.12 J.*

5. May an employee waive only one type of insurance and not others?

*Yes.*

6. May an employee who has no other health/hospitalization coverage waive the health/hospitalization coverage?

*No. Such a waiver will not be allowed. An employee waiving coverage under C. (health/hospitalization) must provide proof of alternative coverage or the waiver will not be allowed.*

7. May an employee who has no other dental or prescription coverage waive any or all of those coverages?

*Yes.*

8. If an employee waives coverage, may he/she re-enroll?

*Yes, but only at the open enrollment periods, subject to carrier rules. The only exception is that if a spouse's health/hospitalization coverage (Article 1.12 C.) is terminated during an insurance year, the employee may re-enroll immediately in the District's plan. If such re-enrollment occurs during the insurance year, no incentive payment will be made to the employee for that year.*

9. What happens to the waiver payment if the employee re-enrolls on other than after enrollment period?

*No incentive payment will be made for that insurance for that year.*

10. If an employee waives coverage for an entire year, may he/she re-enter the plans on the next open enrollment date?

*Yes.*

11. When do employees receive their incentive payment?

*The payment shall be made upon the close of the calendar year in which the waiver occurs.*

12. How does an employee sign up for this Plan?

*Each potentially eligible employee will receive a form from the administration. It will contain a final return date and waiver of coverage, and will specify the incentive payment which will be received.*

13. Are there any other matters which the parties must attend to with respect to this issue?

*Yes. In order, to protect all employees from Federal and State taxation of existing benefits if this plan is in effect, the District is setting up a Section 125 account. Note that employees who receive such a waiver incentive are subject to normal Federal and State withholding on such payment.*



**SECTION NINE – SALARY SCHEDULES**  
**2021-2022 and 2022-2023**  
**SCHEDULE A-1**

Certified Staff Salary Guide 2021 - 2022							
	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
STEP 1	50,853	51,998	53,142	54,974	56,805	58,865	61,496
STEP 2-3	51,500	52,645	53,789	55,621	57,452	59,512	62,143
STEP 4-5	51,900	53,045	54,189	56,021	57,852	59,912	62,543
STEP 6	52,400	53,545	54,689	56,521	58,352	60,412	63,043
STEP 7	52,900	54,045	55,189	57,021	58,852	60,912	63,543
STEP 8	53,400	54,545	55,689	57,521	59,352	61,412	64,043
STEP 9	54,000	55,145	56,289	58,121	59,952	62,012	64,643
STEP 10	54,725	55,870	57,014	58,846	60,677	62,737	65,368
STEP 11	55,547	56,692	57,836	59,668	61,499	63,559	66,190
STEP 12	59,291	60,436	61,580	63,412	65,243	67,303	69,934
STEP 13	64,377	65,522	66,666	68,498	70,329	72,389	75,020
STEP 14	70,077	71,222	72,366	74,198	76,029	78,089	80,720
STEP 15	76,077	77,222	78,366	80,198	82,029	84,089	86,720
STEP 16	82,377	83,522	84,666	86,498	88,329	90,389	93,020
STEP 17	88,777	89,922	91,066	92,898	94,729	96,789	99,420
STEP 18	98,248	99,393	100,537	102,369	104,200	106,260	108,891

Certified Staff Salary Guide 2022 - 2023							
	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
STEP 1-2	51,870	53,015	54,159	55,991	57,822	59,882	62,513
STEP 3-4	52,270	53,415	54,559	56,391	58,222	60,282	62,913
STEP 5-6	52,770	53,915	55,059	56,891	58,722	60,782	63,413
STEP 7	53,270	54,415	55,559	57,391	59,222	61,282	63,913
STEP 8	53,770	54,915	56,059	57,891	59,722	61,782	64,413
STEP 9	54,370	55,515	56,659	58,491	60,322	62,382	65,013
STEP 10	55,095	56,240	57,384	59,216	61,047	63,107	65,738
STEP 11	55,751	56,896	58,040	59,872	61,703	63,763	66,394
STEP 12	59,548	60,693	61,837	63,669	65,500	67,560	70,191
STEP 13	65,248	66,393	67,537	69,369	71,200	73,260	75,891
STEP 14	71,048	72,193	73,337	75,169	77,000	79,060	81,691
STEP 15	77,148	78,293	79,437	81,269	83,100	85,160	87,791
STEP 16	83,548	84,693	85,837	87,669	89,500	91,560	94,191
STEP 17	90,248	91,393	92,537	94,369	96,200	98,260	100,891
STEP 18	99,148	100,293	101,437	103,269	105,100	107,160	109,791

**SECTION NINE – SALARY SCHEDULES**  
**2023-2024 and 2024-2025**  
**SCHEDULE A-1**

Certified Staff Salary Guide 2023 - 2024							
	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
STEP 1	52,070	53,215	54,359	56,191	58,022	60,082	62,713
STEP 2-3	52,470	53,615	54,759	56,591	58,422	60,482	63,113
STEP 4-5	52,970	54,115	55,259	57,091	58,922	60,982	63,613
STEP 6-7	53,470	54,615	55,759	57,591	59,422	61,482	64,113
STEP 8	53,970	55,115	56,259	58,091	59,922	61,982	64,613
STEP 9	54,570	55,715	56,859	58,691	60,522	62,582	65,213
STEP 10	55,295	56,440	57,584	59,416	61,247	63,307	65,938
STEP 11	55,870	57,015	58,159	59,991	61,822	63,882	66,513
STEP 12	59,919	61,064	62,208	64,040	65,871	67,931	70,562
STEP 13	66,019	67,164	68,308	70,140	71,971	74,031	76,662
STEP 14	72,319	73,464	74,608	76,440	78,271	80,331	82,962
STEP 15	78,748	79,893	81,037	82,869	84,700	86,760	89,391
STEP 16	85,298	86,443	87,587	89,419	91,250	93,310	95,941
STEP 17	92,848	93,993	95,137	96,969	98,800	100,860	103,491
STEP 18	100,148	101,293	102,437	104,269	106,100	108,160	110,791

Certified Staff Salary Guide 2024 - 2025							
	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
STEP 1-2	52,920	54,065	55,209	57,041	58,872	60,932	63,563
STEP 3-4	53,420	54,565	55,709	57,541	59,372	61,432	64,063
STEP 5-6	53,920	55,065	56,209	58,041	59,872	61,932	64,563
STEP 7-8	54,420	55,565	56,709	58,541	60,372	62,432	65,063
STEP 9	55,020	56,165	57,309	59,141	60,972	63,032	65,663
STEP 10	55,745	56,890	58,034	59,866	61,697	63,757	66,388
STEP 11	56,589	57,734	58,878	60,710	62,541	64,601	67,232
STEP 12	61,648	62,793	63,937	65,769	67,600	69,660	72,291
STEP 13	67,648	68,793	69,937	71,769	73,600	75,660	78,291
STEP 14	74,148	75,293	76,437	78,269	80,100	82,160	84,791
STEP 15	80,748	81,893	83,037	84,869	86,700	88,760	91,391
STEP 16	87,448	88,593	89,737	91,569	93,400	95,460	98,091
STEP 17	94,248	95,393	96,537	98,369	100,200	102,260	104,891
STEP 18	101,148	102,293	103,437	105,269	107,100	109,160	111,791

**SECTION NINE – EXTENDED YEAR SALARY SCHEDULES**  
**2021-2022 and 2022-2023**  
**SCHEDULE A-2**

Certified Staff Extended Year Salary Guide 2021 - 2022							
	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
STEP 1	55,938	57,198	58,456	60,471	62,486	64,752	67,646
STEP 2-3	56,650	57,910	59,168	61,183	63,197	65,463	68,357
STEP 4-5	57,090	58,350	59,608	61,623	63,637	65,903	68,797
STEP 6	57,640	58,900	60,158	62,173	64,187	66,453	69,347
STEP 7	58,190	59,450	60,708	62,723	64,737	67,003	69,897
STEP 8	58,740	60,000	61,258	63,273	65,287	67,553	70,447
STEP 9	59,400	60,660	61,918	63,933	65,947	68,213	71,107
STEP 10	60,198	61,457	62,715	64,731	66,745	69,011	71,905
STEP 11	61,102	62,361	63,620	65,635	67,649	69,915	72,809
STEP 12	65,220	66,480	67,738	69,753	71,767	74,033	76,927
STEP 13	70,815	72,074	73,333	75,348	77,362	79,628	82,522
STEP 14	77,085	78,344	79,603	81,618	83,632	85,898	88,792
STEP 15	83,685	84,944	86,203	88,218	90,232	92,498	95,392
STEP 16	90,615	91,874	93,133	95,148	97,162	99,428	102,322
STEP 17	97,655	98,914	100,173	102,188	104,202	106,468	109,362
STEP 18	108,073	109,332	110,591	112,606	114,620	116,886	119,780

Certified Staff Extended Year Salary Guide 2022 - 2023							
	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
STEP 1-2	57,057	58,317	59,575	61,590	63,604	65,870	68,764
STEP 3-4	57,497	58,757	60,015	62,030	64,044	66,310	69,204
STEP 5-6	58,047	59,307	60,565	62,580	64,594	66,860	69,754
STEP 7	58,597	59,857	61,115	63,130	65,144	67,410	70,304
STEP 8	59,147	60,407	61,665	63,680	65,694	67,960	70,854
STEP 9	59,807	61,067	62,325	64,340	66,354	68,620	71,514
STEP 10	60,605	61,864	63,122	65,138	67,152	69,418	72,312
STEP 11	61,326	62,586	63,844	65,859	67,873	70,139	73,033
STEP 12	65,503	66,762	68,021	70,036	72,050	74,316	77,210
STEP 13	71,773	73,032	74,291	76,306	78,320	80,586	83,480
STEP 14	78,153	79,412	80,671	82,686	84,700	86,966	89,860
STEP 15	84,863	86,122	87,381	89,396	91,410	93,676	96,570
STEP 16	91,903	93,162	94,421	96,436	98,450	100,716	103,610
STEP 17	99,273	100,532	101,791	103,806	105,820	108,086	110,980
STEP 18	109,063	110,322	111,581	113,596	115,610	117,876	120,770

**SECTION NINE – EXTENDED YEAR SALARY SCHEDULES**  
**2023-2024 and 2024-2025**  
**SCHEDULE A-2**

Certified Staff Extended Year Salary Guide 2023 - 2024							
	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
STEP 1	57,277	58,537	59,795	61,810	63,824	66,090	68,984
STEP 2-3	57,717	58,977	60,235	62,250	64,264	66,530	69,424
STEP 4-5	58,267	59,527	60,785	62,800	64,814	67,080	69,974
STEP 6-7	58,817	60,077	61,335	63,350	65,364	67,630	70,524
STEP 8	59,367	60,627	61,885	63,900	65,914	68,180	71,074
STEP 9	60,027	61,287	62,545	64,560	66,574	68,840	71,734
STEP 10	60,825	62,084	63,342	65,358	67,372	69,638	72,532
STEP 11	61,457	62,717	63,975	65,990	68,004	70,270	73,164
STEP 12	65,911	67,170	68,429	70,444	72,458	74,724	77,618
STEP 13	72,621	73,880	75,139	77,154	79,168	81,434	84,328
STEP 14	79,551	80,810	82,069	84,084	86,098	88,364	91,258
STEP 15	86,623	87,882	89,141	91,156	93,170	95,436	98,330
STEP 16	93,828	95,087	96,346	98,361	100,375	102,641	105,535
STEP 17	102,133	103,392	104,651	106,666	108,680	110,946	113,840
STEP 18	110,163	111,422	112,681	114,696	116,710	118,976	121,870

Certified Staff Extended Year Salary Guide 2024 - 2025							
	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
STEP 1-2	58,212	59,472	60,730	62,745	64,759	67,025	69,919
STEP 3-4	58,762	60,022	61,280	63,295	65,309	67,575	70,469
STEP 5-6	59,312	60,572	61,830	63,845	65,859	68,125	71,019
STEP 7-8	59,862	61,122	62,380	64,395	66,409	68,675	71,569
STEP 9	60,522	61,782	63,040	65,055	67,069	69,335	72,229
STEP 10	61,320	62,579	63,837	65,853	67,867	70,133	73,027
STEP 11	62,248	63,507	64,766	66,781	68,795	71,061	73,955
STEP 12	67,813	69,072	70,331	72,346	74,360	76,626	79,520
STEP 13	74,413	75,672	76,931	78,946	80,960	83,226	86,120
STEP 14	81,563	82,822	84,081	86,096	88,110	90,376	93,270
STEP 15	88,823	90,082	91,341	93,356	95,370	97,636	100,530
STEP 16	96,193	97,452	98,711	100,726	102,740	105,006	107,900
STEP 17	103,673	104,932	106,191	108,206	110,220	112,486	115,380
STEP 18	111,263	112,522	113,781	115,796	117,810	120,076	122,970



**SECTION NINE – ADDITIONAL TEACHING PERIOD SALARY SCHEDULES**  
**2021-2022 and 2022-2023**  
**SCHEDULE A-3**

Certified Staff Additional Teaching Period Salary Guide 2021 - 2022							
	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
STEP 1	59,330	60,666	62,001	64,138	66,274	68,678	71,747
STEP 2-3	60,085	61,421	62,756	64,893	67,029	69,433	72,502
STEP 4-5	60,552	61,888	63,222	65,360	67,496	69,899	72,969
STEP 6	61,135	62,471	63,806	65,943	68,079	70,483	73,552
STEP 7	61,718	63,054	64,389	66,526	68,663	71,066	74,136
STEP 8	62,302	63,638	64,972	67,110	69,246	71,649	74,719
STEP 9	63,002	64,338	65,672	67,810	69,946	72,349	75,419
STEP 10	63,848	65,184	66,518	68,656	70,792	73,195	76,265
STEP 11	64,807	66,143	67,477	69,615	71,751	74,154	77,224
STEP 12	69,175	70,511	71,845	73,983	76,119	78,522	81,592
STEP 13	75,109	76,445	77,779	79,917	82,053	84,456	87,526
STEP 14	81,759	83,095	84,429	86,567	88,703	91,106	94,176
STEP 15	88,759	90,095	91,430	93,567	95,703	98,107	101,176
STEP 16	96,109	97,445	98,780	100,917	103,053	105,457	108,526
STEP 17	103,576	104,912	106,247	108,384	110,520	112,924	115,993
STEP 18	114,626	115,962	117,297	119,434	121,570	123,974	127,043

Certified Staff Additional Teaching Period Salary Guide 2022 - 2023							
	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
STEP 1-2	60,517	61,853	63,187	65,325	67,461	69,864	72,934
STEP 3-4	60,983	62,319	63,654	65,791	67,928	70,331	73,401
STEP 5-6	61,567	62,903	64,237	66,375	68,511	70,914	73,984
STEP 7	62,150	63,486	64,821	66,958	69,094	71,498	74,567
STEP 8	62,733	64,069	65,404	67,541	69,678	72,081	75,151
STEP 9	63,433	64,769	66,104	68,241	70,378	72,781	75,851
STEP 10	64,279	65,615	66,950	69,087	71,224	73,627	76,697
STEP 11	65,045	66,381	67,715	69,853	71,989	74,392	77,462
STEP 12	69,475	70,811	72,145	74,283	76,419	78,822	81,892
STEP 13	76,125	77,461	78,795	80,933	83,069	85,472	88,542
STEP 14	82,892	84,228	85,562	87,700	89,836	92,239	95,309
STEP 15	90,009	91,344	92,679	94,817	96,953	99,356	102,426
STEP 16	97,475	98,811	100,146	102,283	104,420	106,823	109,893
STEP 17	105,292	106,628	107,963	110,100	112,237	114,640	117,710
STEP 18	115,676	117,012	118,347	120,484	122,620	125,024	128,093



**SECTION NINE – ADDITIONAL TEACHING PERIOD SALARY SCHEDULES**  
**2023-2024 and 2024-2025**  
**SCHEDULE A-3**

Certified Staff Additional Teaching Period Salary Guide 2023 - 2024							
	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
STEP 1	60,750	62,086	63,421	65,558	67,694	70,098	73,167
STEP 2-3	61,217	62,553	63,887	66,025	68,161	70,564	73,634
STEP 4-5	61,800	63,136	64,471	66,608	68,744	71,148	74,217
STEP 6-7	62,383	63,719	65,054	67,191	69,328	71,731	74,801
STEP 8	62,967	64,303	65,637	67,775	69,911	72,314	75,384
STEP 9	63,667	65,003	66,337	68,475	70,611	73,014	76,084
STEP 10	64,513	65,849	67,183	69,321	71,457	73,860	76,930
STEP 11	65,184	66,519	67,854	69,991	72,128	74,531	77,601
STEP 12	69,907	71,243	72,578	74,715	76,852	79,255	82,325
STEP 13	77,024	78,360	79,695	81,832	83,969	86,372	89,442
STEP 14	84,375	85,710	87,045	89,183	91,319	93,722	96,792
STEP 15	91,875	93,211	94,546	96,683	98,819	101,223	104,292
STEP 16	99,517	100,853	102,188	104,325	106,461	108,865	111,934
STEP 17	108,326	109,662	110,996	113,134	115,270	117,673	120,743
STEP 18	116,843	118,179	119,513	121,651	123,787	126,190	129,260

Certified Staff Additional Teaching Period Salary Guide 2024 - 2025							
	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
STEP 1-2	61,742	63,078	64,412	66,550	68,686	71,089	74,159
STEP 3-4	62,325	63,661	64,996	67,133	69,269	71,673	74,742
STEP 5-6	62,908	64,244	65,579	67,716	69,853	72,256	75,326
STEP 7-8	63,492	64,828	66,162	68,300	70,436	72,839	75,909
STEP 9	64,192	65,528	66,862	69,000	71,136	73,539	76,609
STEP 10	65,038	66,374	67,708	69,846	71,982	74,385	77,455
STEP 11	66,022	67,358	68,693	70,830	72,967	75,370	78,440
STEP 12	71,925	73,261	74,595	76,733	78,869	81,272	84,342
STEP 13	78,925	80,261	81,595	83,733	85,869	88,273	91,342
STEP 14	86,508	87,844	89,179	91,316	93,453	95,856	98,926
STEP 15	94,209	95,545	96,879	99,017	101,153	103,556	106,626
STEP 16	102,026	103,361	104,696	106,834	108,970	111,373	114,443
STEP 17	109,959	111,295	112,630	114,767	116,903	119,307	122,376
STEP 18	118,009	119,345	120,680	122,817	124,954	127,357	130,427

**SCHEDULE B  
ATHLETIC SALARY GUIDE  
2021-2022 and 2022-23**

<b>HIGH SCHOOL SPORTS:</b>	<b>Position</b>	<b>MIN</b>	<b>2<sup>ND</sup></b>	<b>3<sup>RD</sup></b>	<b>MAX</b>
Football	Head Coach	6829	8174	9518	11352
	Assistant	3880	4638	5396	6431
Basketball; Wrestling	Head Coach	5478	6832	8186	9969
	Assistant	3452	4128	4804	5725
Baseball/Softball; Soccer; Lacrosse; Field Hockey; Swimming; Track	Head Coach	5478	6153	6828	7841
	Assistant	3452	4128	4804	5725
Indoor Winter Track	Head Coach	2744	3409	4075	4953
	Assistant	1729	2402	3076	3920
Cross Country	Head Coach	2744	3409	4075	4953
	Assistant	1729	2402	3076	3920
Golf	Head Coach	2069	2734	3400	4249
Bowling; Tennis; Volleyball	Head Coach	3452	4128	4804	5725
	Assistant	2398	2727	3056	3538
Cheerleading (Fall)	Director	2072	2447	2881	3433
	Assistant	1440	1637	1835	2124
Cheerleading (Winter)	Director	2586	3093	3600	4291
	Assistant	1798	2044	2290	2651
Esports	Head Coach				3000
	Assistant				1000
Unified Bowling	Head Coach				1000
Unified Track	Head Coach				1000
Athletic Trainer		4099	5094	6090	7405

<b>MIDDLE SCHOOL SPORTS:</b>	<b>MIN</b>	<b>2<sup>ND</sup></b>	<b>3<sup>RD</sup></b>	<b>MAX</b>
Head Coach	3452	4128	4804	5725
Assistant Coach	2398	2727	3056	3538
Bowling Coach	2398	2727	3056	3538
Cross Country *	2398	2727	3056	3538
Cheerleading Director	2398	2727	3056	3538
Esports Head Coach				2000
Esports Assistant Coach				1000
Student Athletic Coordinator				6038

\* When the number of students participating in cross country is 50 or higher, this position shall be paid at the Head Coach level for Middle School Sports.

A committee shall be formed for the purpose of reviewing curricular and co-curricular stipend positions and payments, and for making recommendations about these positions.

The committee will include both Association and administration representatives.

**SCHEDULE B  
ATHLETIC SALARY GUIDE  
2023-2024 and 2024-25**

<b>HIGH SCHOOL SPORTS:</b>	<b>Position</b>	<b>MIN</b>	<b>2<sup>ND</sup></b>	<b>3<sup>RD</sup></b>	<b>MAX</b>
Football	Head Coach	7010	8391	9770	11653
	Assistant	3983	4761	5539	6601
Basketball; Wrestling	Head Coach	5623	7013	8403	10233
	Assistant	3543	4237	4931	5877
Baseball/Softball; Soccer; Lacrosse; Field Hockey; Swimming; Track	Head Coach	5623	6316	7009	8049
	Assistant	3543	4237	4931	5877
Indoor Winter Track	Head Coach	2817	3499	4183	5084
	Assistant	1775	2466	3158	4024
Cross Country	Head Coach	2817	3499	4183	5084
	Assistant	1775	2466	3158	4024
Golf	Head Coach	2124	2806	3490	4362
Bowling; Tennis; Volleyball	Head Coach	3543	4237	4931	5877
	Assistant	2462	2799	3137	3632
Cheerleading (Fall)	Director	2127	2512	2957	3524
	Assistant	1478	1680	1884	2180
Cheerleading (Winter)	Director	2655	3175	3695	4405
	Assistant	1846	2098	2351	2721
Esports	Head Coach				3080
	Assistant				1027
Unified Bowling	Head Coach				1027
Unified Track	Head Coach				1027
Athletic Trainer		4208	5229	6251	7601

<b>MIDDLE SCHOOL SPORTS:</b>	<b>MIN</b>	<b>2<sup>ND</sup></b>	<b>3<sup>RD</sup></b>	<b>MAX</b>
Head Coach	3543	4237	4931	5877
Assistant Coach	2462	2799	3137	3632
Bowling Coach	2462	2799	3137	3632
Cross Country *	2462	2799	3137	3632
Cheerleading Director	2462	2799	3137	3632
Esports Head Coach				2053
Esports Assistant Coach				1027
Student Athletic Coordinator				6198

\* When the number of students participating in cross country is 50 or higher, this position shall be paid at the Head Coach level for Middle School Sports.

A committee shall be formed for the purpose of reviewing curricular and co-curricular stipend positions and payments, and for making recommendations about these positions.

The committee will include both Association and administration representatives.

**SCHEDULE C**  
**CO-CURRICULAR SALARY GUIDE**  
**2021-2022 and 2022-2023**

<b>HIGH SCHOOLS:</b>	<b>POSITION</b>	<b>MIN</b>	<b>2ND</b>	<b>3RD</b>	<b>MAX</b>
Senior Class	Advisor				3897
Junior Class	Advisor				3897
Sophomore Class	Advisor				2787
Freshman Class	Advisor				2620
Chess Team	Advisor	2216	2378	2540	2826
Children's Show	Director	1538	1705	1873	2133
Co-Curricular Concerts	Director	1963	2242	2521	2926
	Assistant	1098	1378	1659	2027
Co-Curricular Music	A	2744	3409	4075	4953
	B	1376	1709	2043	2483
DECA	Advisor				1000
Drama/Musicals (Fall/Spring)	Director/Show	2744	3409	4075	4953
	Assts./Show	1538	1705	1873	2133
Forensics	Advisor	2216	2378	2540	2826
Literary Magazine	Advisor	1538	1700	1862	2133
Indoor Marching Band	Assistant	4127	4803	5478	6431
Literary Magazine Art	Advisor	673	851	1029	1262
Marching Band	Director	6154	6810	7466	8489
	Assistant	4127	4803	5478	6431
Mime	Advisor	1376	1709	2043	2483
Mock Trial Team	Advisor	2216	2378	2540	2826
One Act Play	Assistant	1538	1705	1873	2133
Natl. Honor Society	Advisor	868	1030	1193	1417
Newspaper	Advisor	3080	3409	3738	4249
Newspaper Business	Advisor	1077	1138	1198	1317
Pavas	Advisor	1356	1532	1708	1970
Photography	Advisor	2216	2378	2540	2826
PLC Coordinator					2375
Robotics	Advisor				3000
Robotics	Assistant				1000
School News/Online	Advisor	1208	1371	1534	1773
School Store	Advisor	1356	1532	1708	1970
Student Activities	Advisor				12607
Student Council	Director	3080	3409	3738	4249
Theater Workshop	Director	1538	1705	1873	2133
Theater Workshop Technical	Assistant	859	1028	1197	1426
World Language Literary Magazine	Advisor	1538	1700	1862	2117
Yearbook	Advisor	3452	4128	4804	5725
Yearbook Business	Advisor	1208	1371	1534	1773
Yearly Light/Sound Manager		1538	1705	1873	2133
Yearly Stage Manager		1538	1705	1873	2133

**SCHEDULE C- Continued  
CO-CURRICULAR SALARIES  
2021-2022 and 2022-2023**

<b>MIDDLE SCHOOLS:</b>	<b>Position</b>	<b>MIN</b>	<b>2ND</b>	<b>3RD</b>	<b>MAX</b>
All Cherry Hill Middle School Band	Director				1118
All Cherry Hill Middle School Orchestra	Director				1118
Band/Orchestra	Director	2216	2380	2545	2830
Drama	Director	1538	1700	1862	2117
	Assistant	869	1089	1308	1598
Glee Club	Director	2216	2380	2545	2830
Jazz Band	Director	2216	2380	2545	2830
Newspaper	Director	1538	1700	1862	2117
Robotics	Advisor				2000
Robotics	Assistant				1000
Student Council	Director	1885	2055	2226	2506
Wind Ensemble		2216	2380	2545	2830
Yearbook	Director	1538	1700	1862	2117

<b>ELEMENTARY SCHOOLS:</b>	<b>Position</b>	<b>MIN</b>	<b>2<sup>ND</sup></b>	<b>3<sup>RD</sup></b>	<b>MAX</b>
All Cherry Hill Elementary Band	Director	2216	2380	2545	2830
	Assistant	1885	2055	2226	2506
All Cherry Hill Elementary Orchestra	Director	2216	2380	2545	2830
	Asst. Director	1885	2055	2226	2506
All Cherry Hill Elementary Chorus	Director	2216	2380	2545	2830
	Asst. Director	1885	2055	2226	2506
Safety Patrol	Director	1356	1532	1708	1970

A committee shall be formed for the purpose of reviewing curricular and co-curricular stipend positions and payments, and for making recommendations about these positions.  
The committee will include both Association and administration representatives.



**SCHEDULE C**  
**CO-CURRICULAR SALARY GUIDE**  
**2023-2024 and 2024-2025**

<b>HIGH SCHOOLS:</b>	<b>POSITION</b>	<b>MIN</b>	<b>2ND</b>	<b>3RD</b>	<b>MAX</b>
Senior Class	Advisor				4000
Junior Class	Advisor				4000
Sophomore Class	Advisor				2861
Freshman Class	Advisor				2689
Chess Team	Advisor	2275	2441	2607	2901
Children's Show	Director	1579	1750	1923	2190
Co-Curricular Concerts	Director	2015	2301	2588	3004
	Assistant	1127	1415	1703	2081
Co-Curricular Music	A	2817	3499	4183	5084
	B	1412	1754	2097	2549
DECA					1027
Drama/Musicals (Fall/Spring)	Director/Show	2817	3499	4183	5084
	Assts./Show	1579	1750	1923	2190
Forensics	Advisor	2275	2441	2607	2901
Literary Magazine	Advisor	1579	1745	1911	2190
Indoor Marching Band	Assistant	4236	4930	5623	6601
Literary Magazine Art	Advisor	691	874	1056	1295
Marching Band	Director	6317	6990	7664	8714
	Assistant	4236	4930	5623	6601
Mime		1412	1754	2097	2549
Mock Trial Team	Advisor	2275	2441	2607	2901
One Act Play	Assistant	1579	1750	1923	2190
Natl. Honor Society	Advisor	891	1057	1225	1455
Newspaper	Advisor	3162	3499	3837	4362
Newspaper Business	Advisor	1106	1168	1230	1352
Pavas	Advisor	1392	1573	1753	2022
Photography	Advisor	2275	2441	2607	2901
PLC Coordinator					2438
Robotics	Advisor				3080
Robotics	Assistant				1027
School News/Online	Advisor	1240	1407	1575	1820
School Store	Advisor	1392	1573	1753	2022
Student Activities	Advisor				12941
Student Council	Director	3162	3499	3837	4362
Theater Workshop	Director	1579	1750	1923	2190
Theater Workshop Technical	Assistant	882	1055	1229	1464
World Language Literary Magazine	Advisor	1579	1745	1911	2190
Yearbook	Advisor	3543	4237	4931	5877
Yearbook Business	Advisor	1240	1407	1575	1820
Yearly Light/Sound Manager		1579	1750	1923	2190
Yearly Stage Manager		1579	1750	1923	2190

**SCHEDULE C- Continued  
CO-CURRICULAR SALARIES  
2023-2024 and 2024-2025**

<b>MIDDLE SCHOOLS:</b>	<b>Position</b>	<b>MIN</b>	<b>2ND</b>	<b>3RD</b>	<b>MAX</b>
All Cherry Hill Middle School Band	Director				1148
All Cherry Hill Middle School Orchestra	Director				1148
Band/Orchestra	Director	2275	2443	2612	2905
Drama	Director	1579	1745	1911	2173
	Assistant	892	1118	1343	1640
Glee Club	Director	2275	2443	2612	2905
Jazz Band	Director	2275	2443	2612	2905
Newspaper	Director	1579	1745	1911	2173
Robotics	Advisor				2053
Robotics	Assistant				1027
Student Council	Director	1935	2109	2285	2572
Wind Ensemble		2275	2443	2612	2905
Yearbook	Director	1579	1745	1911	2173

<b>ELEMENTARY SCHOOLS:</b>	<b>Position</b>	<b>MIN</b>	<b>2<sup>ND</sup></b>	<b>3<sup>RD</sup></b>	<b>MAX</b>
All Cherry Hill Elementary Band	Director	2275	2443	2612	2905
	Assistant	1935	2109	2285	2572
All Cherry Hill Elementary Orchestra	Director	2275	2443	2612	2905
	Asst. Director	1935	2109	2285	2572
All Cherry Hill Elementary Chorus	Director	2275	2443	2612	2905
	Asst. Director	1935	2109	2285	2572
Safety Patrol	Director	1392	1573	1753	2022

A committee shall be formed for the purpose of reviewing curricular and co-curricular stipend positions and payments, and for making recommendations about these positions.  
The committee will include both Association and administration representatives.

**SCHEDULE D-1  
SECRETARIAL STAFF SALARY GUIDE  
2021-2022**

YEARS OF EXPERIENCE AS OF 6/30/18	STEP	LEVEL	SALARY
0-2	1, 2, 3	1	46,114
3-5	4, 5, 6	2	47,114
6-8	7, 8, 9	3	50,914
9+	10	4	57,914

**2022-23**

YEARS OF EXPERIENCE AS OF 6/30/18	STEP	LEVEL	SALARY
0-2	1, 2, 3	1	47,556
3-5	4, 5, 6	2	48,556
6-8	7, 8, 9	3	52,356
9+	10	4	59,356

Movement to any steps on the guide above shall occur on the July 1<sup>st</sup> following the requisite number of years of service.

Covered employees shall advance one step each year and shall advance to the next Level when the requisite step is reached.

Clerk-Typists shall be paid at 80% of the above guide. Clerk-Typists on staff as of September 14, 2004, are grand-mothered and will appear on the above guide for the duration of their employment in the District.

Effective July 1 of the year following completion of the tenth year of secretarial service in Cherry Hill, a \$600 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, a \$1,700 career increment will be paid. This is the total career increment to be paid.

**SCHEDULE D-1  
SECRETARIAL STAFF SALARY GUIDE  
2023-2024**

YEARS OF EXPERIENCE AS OF 6/30/18	STEP	LEVEL	SALARY
0-2	1, 2, 3	1	49,006
3-5	4, 5, 6	2	50,006
6-8	7, 8, 9	3	53,806
9+	10	4	60,806

**2024-25**

YEARS OF EXPERIENCE AS OF 6/30/18	STEP	LEVEL	SALARY
0-2	1, 2, 3	1	50,711
3-5	4, 5, 6	2	51,711
6-8	7, 8, 9	3	55,511
9+	10	4	62,511

Movement to any steps on the guide above shall occur on the July 1<sup>st</sup> following the requisite number of years of service.

Covered employees shall advance one step each year and shall advance to the next Level when the requisite step is reached.

Clerk-Typists shall be paid at 80% of the above guide. Clerk-Typists on staff as of September 14, 2004, are grand-mothered and will appear on the above guide for the duration of their employment in the District.

Effective July 1 of the year following completion of the tenth year of secretarial service in Cherry Hill, a \$600 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, a \$1,700 career increment will be paid. This is the total career increment to be paid.

**SCHEDULE E**  
**MISCELLANEOUS STIPENDS AND PAYMENTS**  
**2021-2022 and 2022-2023**

<b>COORDINATORS:</b>	
Lunchroom/Playground Coordinator	\$7,090 *
District ITV Coordinator	\$6,518
District Data Network Coordinator	\$6,518

\*Prorated to \$38.96 hourly.

<b>CURRICULUM HOURLY RATES:</b>	
Curriculum Development	\$35.71
Presenters: DAYTIME {1½ times curriculum rate}	\$53.56
Presenters: NIGHT {2 times curriculum rate}	\$71.42
Presenters: New teacher workshops	\$71.42
Presenters: Flex Option workshops **	\$53.56
Saturday Meetings {2½ times curriculum rate}	\$89.27

\*\*Presenters will be credited with meeting their six (6) hour flex option requirement.  
A minimum of eight (8) registrants is required for the workshop to run.

<b>DEPARTMENT FACILITATORS:</b>	
Fewer than 7.1 teachers:	\$3,424
7.1 to 13 teachers:	\$4,279
13.1 to 20 teachers:	\$5,135
20.1 or more teachers:	\$6,135

<b>MISCELLANEOUS:</b>	
Community Service Advisor (@ CHHS-West)	\$3,911
Teacher In Charge (Teacher subbing for Principal)	\$2,217
Environmental Education (per diem for overnight)	\$190.98
Web Page Editor (East High School)	\$2,614
Homebound Instruction - hourly	\$41.03
Classroom Coverage –Teachers – per 45 minutes	\$24.85
Saturday School Detention - hourly	\$38.48
Attendance at workshops held on non-school days during the school year	\$104.50
After-School At-Risk Program	\$42.60
Conducting a Parent Son/Daughter Program at the elementary school level in conjunction with the course on Human Development per presentation	\$35.00
Lead Nurse	\$5930



**SCHEDULE E, continued**  
**MISCELLANEOUS STIPENDS AND PAYMENTS**  
**2021-2022 and 2022-2023**

<b>SICK LEAVE: Unused at Retirement</b>		
Certified Staff		\$65.66
Secretarial and Support		\$25.26

<b>SUPERVISION HOURLY RATES:</b>		
A. Supervision, Co-Curricular Activities		\$22.46
B. Supervision of Persons Identified in A		\$28.08
C. Supervision, Co-Curricular Activities, by Secretarial Staff		\$21.10

<b>SUMMER WORK:</b>		
Scheduling	Hourly	\$13.86
Summer School	Weekly	\$904
Summer School	Hourly	\$45.20
Summer IEP Meetings	Hourly	\$35.71
Summer Band Director (3 times Summer School Rate)		\$2,712
Summer Band Asst. Dir. (2 times Summer School Rate)		\$1,808
Indoor Marching Band (.5 of Director)		\$1,356
Show Design		\$555

<b>SUMMER WORKSHOPS:</b>		
Teaching/contact with children (includes orientation programs)		Per Diem Rate
District Workshop Participation (if requested by supervisor)		\$104.50 per day
Presenter of Workshop/Program. The payment is based upon each hour of presentation. There is no separate payment for preparation.		Contracted curriculum rate

Out of District Workshop Participation (Voluntary)	Registration, travel expenses and meals
--	---

Out of District Workshop Participation (Required)	Registration, travel expenses, meals and \$104.50 remuneration for time.
---	--

Mileage	Per Board Policy
---------	------------------

**SCHEDULE E**  
**MISCELLANEOUS STIPENDS AND PAYMENTS**  
**2023-2024 and 2024-2025**

<b>COORDINATORS:</b>	
Lunchroom/Playground Coordinator	\$7,278 *
District ITV Coordinator	\$6,691
District Data Network Coordinator	\$6,691

\*Prorated to \$39.99 hourly.

<b>CURRICULUM HOURLY RATES:</b>	
Curriculum Development	\$36.66
Presenters: DAYTIME {1½ times curriculum rate}	\$54.98
Presenters: NIGHT {2 times curriculum rate}	\$73.31
Presenters: New teacher workshops	\$73.31
Presenters: Flex Option workshops **	\$54.98
Saturday Meetings {2½ times curriculum rate}	\$91.64

\*\*Presenters will be credited with meeting their six (6) hour flex option requirement.  
A minimum of eight (8) registrants is required for the workshop to run.

<b>DEPARTMENT FACILITATORS:</b>	
Fewer than 7.1 teachers:	\$3,515
7.1 to 13 teachers:	\$4,392
13.1 to 20 teachers:	\$5,271
20.1 or more teachers:	\$6,298

<b>MISCELLANEOUS:</b>	
Community Service Advisor (@ CHHS-West)	\$4,015
Teacher In Charge (Teacher subbing for Principal)	\$2,276
Environmental Education (per diem for overnight)	\$196.04
Web Page Editor (East High School)	\$2,683
Homebound Instruction - hourly	\$42.12
Classroom Coverage –Teachers – per 45 minutes	\$25.51
Saturday School Detention - hourly	\$39.50
Attendance at workshops held on non-school days during the school year	\$107.27
After-School At-Risk Program	\$43.73
Conducting a Parent Son/Daughter Program at the elementary school level in conjunction with the course on Human Development per presentation	\$35.93
Lead Nurse	\$6,087

**SCHEDULE E, continued**  
**MISCELLANEOUS STIPENDS AND PAYMENTS**  
**2023-2024 and 2024-2025**

<b>SICK LEAVE: Unused at Retirement</b>		
Certified Staff		\$67.40
Secretarial and Support		\$25.93

<b>SUPERVISION HOURLY RATES:</b>		
A. Supervision, Co-Curricular Activities		\$23.06
B. Supervision of Persons Identified in A		\$28.82
C. Supervision, Co-Curricular Activities, by Secretarial Staff		\$21.66

<b>SUMMER WORK:</b>		
Scheduling	Hourly	\$15.00
Summer School	Weekly	\$928
Summer School	Hourly	\$46.40
Summer IEP Meetings	Hourly	\$36.66
Summer Band Director (3 times Summer School Rate)		\$2,784
Summer Band Asst. Dir. (2 times Summer School Rate)		\$1,856
Indoor Marching Band (.5 of Director)		\$1,392
Show Design		\$570

<b>SUMMER WORKSHOPS:</b>		
Teaching/contact with children (includes orientation programs)		Per Diem Rate
District Workshop Participation (if requested by supervisor)		\$107.27 per day
Presenter of Workshop/Program. The payment is based upon each hour of presentation. There is no separate payment for preparation.		Contracted curriculum rate

Out of District Workshop Participation (Voluntary)	Registration, travel expenses and meals
--	---

Out of District Workshop Participation (Required)	Registration, travel expenses, meals and \$107.27 remuneration for time.
---	--

Mileage	Per Board Policy
---------	------------------

**SCHEDULE F  
SUPPORT STAFF SALARIES  
2021-2025**

Each Support Staff employee as per Article 1.2 DISTINCTION OF GROUPS OF EMPLOYEES shall receive the following salary increases, as modified by Article 4.3 SALARIES AND CLASSIFICATION AS TO SUPPORT STAFF ONLY:

2021-2022 - \$1537  
2022-2023 - \$1587  
2023-2024 - \$1639  
2024-2025 - \$1692

**SCHEDULE G  
TECHNOLOGY STAFF SALARIES  
2021-2025**

Each Technology Staff employee as per Article 1.2 DISTINCTION OF GROUPS OF EMPLOYEES shall receive the following salary increases, as modified by Article 5.3 SALARIES AND CLASSIFICATION AS TO TECHNOLOGY STAFF ONLY:

Field Technician - 2021-2022 - \$1549  
Field Technician - 2022-2023 - \$1600  
Field Technician - 2023-2024 - \$1652  
Field Technician - 2024-2025 - \$1706

Tech Systems Specialist - 2021-2022 - \$1484  
Tech Systems Specialist - 2022-2023 - \$1532  
Tech Systems Specialist - 2023-2024 - \$1582  
Tech Systems Specialist - 2024-2025 - \$1634

**SCHEDULE H  
FACILITIES STAFF  
2021-2025**

Each Facilities Staff employee as per Article 1.2 DISTINCTION OF GROUPS OF EMPLOYEES shall receive the following salary increases, as modified by Article 6.2 SALARIES AND CLASSIFICATION AS TO FACILITIES STAFF ONLY

Grade 1 - 2021-2022 - \$1072  
Grade 1 - 2022-2023 - \$1107  
Grade 1 - 2023-2024 - \$1143  
Grade 1 - 2024-2025 - \$1180

**SCHEDULE H  
FACILITIES STAFF – continued  
2021-2025**

Grade 2 - 2021-2022 - \$1233  
Grade 2 - 2022-2023 - \$1273  
Grade 2 - 2023-2024 - \$1315  
Grade 2 - 2024-2025 - \$1358

Grade 3 - 2021-2022 - \$1332  
Grade 3 - 2022-2023 - \$1376  
Grade 3 - 2023-2024 - \$1420  
Grade 3 - 2024-2025 - \$1467

Grade 4 - 2021-2022 - \$2284  
Grade 4 - 2022-2023 - \$2358  
Grade 4 - 2023-2024 - \$2435  
Grade 4 - 2024-2025 - \$2515

Grade 5 - 2021-2022 - \$1080  
Grade 5 - 2022-2023 - \$1116  
Grade 5 - 2023-2024 - \$1152  
Grade 5 - 2024-2025 - \$1189

Grade 6 - 2021-2022 - \$1152  
Grade 6 - 2022-2023 - \$1189  
Grade 6 - 2023-2024 - \$1228  
Grade 6 - 2024-2025 - \$1268

Grade 7 - 2021-2022 - \$1190  
Grade 7 - 2022-2023 - \$1229  
Grade 7 - 2023-2024 - \$1269  
Grade 7 - 2024-2025 - \$1310

Grade 8 - 2021-2022 - \$2044  
Grade 8 - 2022-2023 - \$2111  
Grade 8 - 2023-2024 - \$2180  
Grade 8 - 2024-2025 - \$2251