

JUNE 1, 2016

AGREEMENT

between

**CHERRY HILL ASSOCIATION OF SCHOOL ADMINISTRATORS
(CHASA)**

and the

**BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL**

July 1, 2016, through June 30, 2018

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ARTICLE 1
RECOGNITION

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

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

excluding confidential, managerial executives, and all other employees.

- B. Unless otherwise indicated, the term "administrator," when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male administrators shall include female administrators.
- C. The term "Director" is used on two levels within the District: the building level and the Central office level. As of the date of the 2003-2006 Memorandum of Agreement, there are two Central office Director titles, Director of Special Education and Director of Curriculum. Neither position is in the unit. Future building-level Director positions will be included in the unit unless otherwise agreed to be excluded by the parties through negotiations.

ARTICLE 2
NEGOTIATION PROCEDURE

- A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment.

- B. Negotiating Team Authority

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

C. Maintaining Current Benefits

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

D. Modification

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definition

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

B. Procedure

1. Filing A Grievance

A grievance may be filed by an individual member, a group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) work days of the happening of the event.

2. Failure to Communicate a Decision

Failure of the immediate supervisor or the Superintendent to respond to the grievance within the specified time limit shall automatically result in advancement of the grievance to the next step. Failure of the Board to comply with its timeline will allow the Association to seek arbitration if it so chooses.

3. Informal Attempt to Resolve

An individual administrator who has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within five (5) work days after the conclusion of the

discussion, the procedures prescribed in the subsections of this Section B shall become applicable.

4. Level One -- Immediate Supervisor

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

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

5. Level Two -- Superintendent of Schools

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

6. Level Three -- Board of Education

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

7. Level Four -- Arbitration

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

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

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

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

8. Right to Representation

Rights of administrators to representation shall be as follows:

- a. Any grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative(s) of his/her choice.
- b. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.
- c. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.

9. Separate Grievance File

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

10. Meetings and Hearings

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

C. Costs

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

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

ARTICLE 4
ADMINISTRATOR RIGHTS

A. Rights and Protection in Representation

Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that every employee of the Board eligible for membership in the Cherry Hill Association of School Administrators shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq., or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

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

C. Required Meetings or Hearings

Whenever any administrator is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter that could result in the termination of employment or suspension of that administrator, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall have the right to have a representative of the Association and/or an attorney present to advise him/her

and represent him/her during such meeting or interview. Any suspension shall be with pay until formal determination by the Board of Education.

D. Criticism of Administrators

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

ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

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

B. Released Time for Meetings

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

C. Use of School Buildings

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

D. Use of School Equipment

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

E. Exclusive Rights

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

ARTICLE 6
ASSOCIATION -- LIAISON MEETINGS

A. Meetings With the Superintendent

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

ARTICLE 7
ADMINISTRATIVE POSITIONS

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

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

ARTICLE 8
LEAVES OF ABSENCE

A. Sick Leave

1. All administrators shall be allowed twelve (12) days' absence as of July 1 in any school year for personal illness, without deduction of pay, with the exception of ten (10) month employees, who shall be allowed ten (10) days. For employees in their first year who join the District on other than a July 1st, one day of sick leave shall be credited upon hire for each full calendar month left in the year. "Year" is defined as July 1 through June 30. The number of unused days in any year shall accumulate from year to year, as long as the employment is continuous.
2. When an administrator retires from the Cherry Hill School District pursuant to the provisions of the State Pension Annuity Fund, such administrator shall be paid \$60.00 per day for each day of accumulated unused sick leave days that have accumulated as a result of employment in the Cherry Hill School District. In the event of the death of an administrator while under contract on sabbatical leave or on leave of absence, the money for the accumulated unused sick leave will be given to his or her estate.

B. Temporary Leaves of Absence

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

1. In the event of a death in the immediate family, an allowance of up to five (5) days' leave shall be granted. "Immediate family" shall be husband, wife, child, stepchild,

father, mother, brother, sister, father-in-law, mother-in-law, **grandchild**, or any member of the administrator's immediate household.

2. An allowance of one (1) day shall be granted to attend the funeral of other relatives of the administrator. This leave may be extended by the use of personal leave provided for in Section B-3.
3. Absence of three (3) days per year may be granted to an administrator for personal business which cannot be performed other than during employment hours. A maximum of two (2) unused personal days per school year shall accumulate for the purpose of sick leave from year to year, and the third personal day shall be non-accumulative; provided, however, that the two accumulative days shall be utilized first in any school year, and administrators may not use the third personal leave day in any school year until the two accumulative days have been exhausted.
4. In case of required jury duty, an administrator shall be allowed time off for jury service. He/she shall be paid the difference between his/her regular pay and jury pay.
5. In the event of required appearance in a court of law involving no moral turpitude on the part of the administrator.
6. Administrators may make application to the Board for leave to attend professional conventions, conferences and meetings. The Board may, in its discretion, approve such applications which may include reimbursable expenses.
7. On religious holidays when schools are closed, administrators are entitled to take the religious holiday without being charged a personal day or vacation day.
8. On days when schools are closed due to inclement weather, administrators are allowed to work from home and be accessible via e-mail and/or phone without being charged a personal or vacation day.

C. 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 , as determined in the judgment of the Board's central office administration, in conjunction with a legitimate medical condition capable of causing such decrease;
 - 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 selected by the Board's physician and the employee's physician

who shall make a final and binding determination. This third physician shall be jointly paid by the employee and the Board.

3. 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.
4. 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.

5. 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.
6. This section shall not be construed to require the Board to grant the extended leave as set forth above if such leave may result in the acquisition of tenure by the administrator.

D. Child-Rearing Leave

An employee who has been employed at least one (1) year as of the first day of the requested leave may make application to the Board for an unpaid 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.

E. Other Leaves of Absence

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

ARTICLE 9
HOLIDAYS AND VACATIONS

A. Holidays

1. Administrators are entitled to the following paid holidays:

New Year's Day
Good Friday
*Day during Easter Recess
Memorial Day
July 4th
Labor Day
Thanksgiving Day and day following
Christmas Eve Day
Christmas Day
*Day during Christmas Recess
New Year's Eve Day
*One additional day
Two days for attendance at the NJEA Convention or the
NJPSA Convention provided the days coincide

*As coordinated with immediate supervisor

B. Vacations

1. All twelve month administrators are entitled to twenty (20) vacation days per contract year, to accrue during the year, to be taken during the subsequent contract year and to be non-cumulative. In the case of an employee who joins the District on other than a July 1st, two (2) vacation days employment for each full calendar month left in the year shall be credited on the July 1st following commencement of employment up to a maximum of 20 days. "Year" is defined as July 1 through June 30." Scheduling must be approved by the immediate supervisor. All vacations shall be credited on July 1st.

2. Unit members may carry over all unused vacation days they have as of June 30 until **August 31**. No unused vacation from the prior year may be used or compensated for after **August 31**.

At the unit member's option, he/she may be paid for up to four (4) unused vacation days that they have remaining as of June 30 at 1/250th per day.

3. In the event that the long-term paid sick leave absences of an administrator exceed 40 work days in the year, the amount of vacation to be credited in the next year shall be prorated. Absences of 40 days or less shall not result in prorated vacation crediting.

Proration shall occur in this manner: all paid sick leave days beyond 40 shall be totaled up in the year. Ten (10) paid sick leave days equal .85 credited vacation days.

Examples:

An administrator was employed for the entire year and was on paid sick leave for 80 days during the year. The first 40 do not result in proration of vacation. The next 40 equal 3.4 days of vacation. Crediting on the next July 1 shall be for 16.6 days (20 days less 3.4).

If the same administrator was on paid sick leave for 90 days, he/she would be credited with vacation the next July 1 in the amount of 15.75 days (20 days less 4.25 days).

C. Separation from Service

1. An administrator who is entitled to vacation days and who dies while on sabbatical leave, on leave of absence or before his/her contract period is completed shall have payment for his prorated vacation days given to his/her estate.
2. An administrator who is entitled to vacation days and who resigns or retires during the contract year shall receive severance pay equal to his/her prorated vacation days.

ARTICLE 10
ADMINISTRATIVE VACANCIES

A. Notice

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

B. Substitute Administrator

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

C. Additional Assignments

In the event a building administrator is assigned additional duties by the Board, outside of his/her building, to cover the duties of an absent administrator, the assigned administrator shall be paid \$250.00 per week.

ARTICLE 11
PROFESSIONAL DEVELOPMENT

A. Tuition Reimbursement, Graduate Study

Reimbursement of tuition costs for graduate study will be made to members of the Cherry Hill Association of School Administrators at the rate of 100% of the cost, or up to the current Rutgers University in-State graduate tuition rate per credit hour, whichever is the lesser amount, for those graduate studies successfully completed after July 1, 2000, as attested to by an official grade slip from the college or university attended. In no event shall such reimbursement exceed \$3,500 per school year.

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

All courses must meet the requirement of the Administrative Code.

A unit member 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. 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.

B. Professional Development Plan

1. All administrative professional development shall be directly related to the District Goals and Job Accountabilities established pursuant to the performance compensation plan ("PCP") established in Article 13. Attendance at or participation in activities such as courses, conferences, workshops, seminars and similar functions shall be conditioned upon the administrator submitting to his or her supervisor written request to attend the function and obtaining the supervisor's approval. The written request shall be made on the appropriate District form, shall be submitted prior to attendance at the event or activity, and shall demonstrate how and why such attendance or participation will advance District Goals and relevant Job Accountabilities. Approval of any such request shall be made in the sole discretion of the administrator's supervisor. When in the supervisor's judgment an administrator's performance indicates a need for attendance at courses, conferences, workshops, seminars or similar events, the supervisor may require the administrator to attend or participate in such functions.
2. All unit members, irrespective of their tier performance rating established pursuant to the PCP, shall be eligible for reimbursement of up to \$2,500 per school year for attendance at activities or events intended to improve their professional development and their performance as administrators in the District, such as

courses, conferences, workshops, seminars and similar functions, or for attendance at or participation in such functions as may be directed by the administrator's supervisor and/or for professional memberships related to public education.

In the sole discretion of the unit member's supervisor, the \$2,500 annual reimbursement may instead be applied towards the purchase of technology for the unit member. The following will apply to any such purchase:

- a. Only one such purchase per unit member may be made during the term of this Agreement;
 - b. The order will be placed by the District through its purchasing department. A unit member may contribute to the purchase price of technology costing in excess of \$2,500 by tendering payment to the District for the excess amount prior to the order being placed;
 - c. The technology purchase shall be subject to such other procedural purchasing rules as may be promulgated by the District's Assistant Superintendent-Business.
 - d. Technology purchases are governed by the terms contained in Appendix 2.
3. Administrators rated Proficient or Satisfactory pursuant to the evaluation procedures described in Article 13, may be granted additional reimbursement in such amounts and for such purposes as the Superintendent in his/her sole non-reviewable discretion may determine, for items directly related to the administrator's professional duties, such as, by way of description only, enrollment in an additional academic course.
 4. The parties agree to set up a committee to explore the use of professional development funds under Article 12, B. Said committee shall begin to meet as soon as possible after ratification and shall attempt to reach tentative agreement on changes to Article 12, B. Said tentative agreement require ratification by both parties. If there is no agreement to make changes, the committee shall make a written report to both parties' negotiations teams at the outset of the next round of negotiations.

ARTICLE 12
SALARIES

Base salary, base salary increases and merit stipends for administrators for the period of **July 1, 2016**, through **June 30, 2018** (the "contract period"), shall be determined pursuant to the following provisions:

A. During the contract period, the following salary ranges shall be in effect:

	<u>MINIMUM</u>
PRINCIPAL, HIGH SCHOOL	\$119,412
PRINCIPAL, MIDDLE SCHOOL	\$110,030
PRINCIPAL, ELEMENTARY SCHOOL	\$105,702
ASSISTANT PRINCIPAL, HIGH SCHOOL	\$100,690
ASSISTANT PRINCIPAL, MIDDLE SCHOOL	\$95,416

Minimum salary: An administrator's salary in any year of this Agreement shall be at least the minimum salary specified above for his/her title.

B. These are the salary increases for each unit member for the contract year:

2016-2017: \$3,800.

2017-2018: \$3,900.

Unit members who did not appear on the agreed-upon scattergram for the **2016-2018** negotiations shall receive the above negotiated amounts in the year following their initial date of hire. In order to do so, the new unit member must have qualified for an increment according to practice.

C. Salaries shall be paid by direct deposit.

D. Salaries shall be paid on the 15th and the 30th of each month.

ARTICLE 13
DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

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

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

B. Local, State and National Services

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

C. Tax Sheltered Annuity

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

ARTICLE 14
HEALTH INSURANCE

- A. Effective no earlier than July 1, 2010, change the carrier for health/hospitalization to the School Employees Health Benefits Program.

- B. 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.

Consistent with the effective date of a change in the threshold health/hospitalization plan in the SEHBP contained in a ratified contract between the Board and CHEA, said threshold plan shall be effective in this unit subject to the same terms as reached by the Board and CHEA through June 30, 2018. As of the close of business on June 30, 2018, the terms of the health/hospitalization plan in effect as of June 30, 2018, shall remain in effect unless and until changed by the Board and CHASA.

- C. The Board shall provide an eligible employee and his/her dependents a dental plan as agreed to by the parties.

1. Excluding orthodontia, the maximum benefit level per year per patient will be \$3,000.
2. Effective July 1, 2012, the dental orthodontic maximum is changed to \$3,000 lifetime.

- D. The Board shall provide to an eligible employee and his/her dependents, one of the following prescription plans:
- a. The Board may change the prescription carrier to the SEHBP plan with the lowest patient co-pays.
 - b. The prescription plan through MEDCO labeled as Option A, without the cost containment features. The employee co-payment shall be \$10 for generic drugs; \$25 for retail preferred drugs; \$40 for retail non-preferred drugs. The retail supply is limited to a 30 day supply. A mail order supply is limited to a 90 day supply. Two (2) co-payments apply for each 90 day mail order supply.

Consistent with the effective date of a change in the prescription plan contained in a ratified contract between the Board and CHEA, said threshold plan shall be effective in this unit subject to the same terms as reached by the Board and CHEA through June 30, 2018. As of the close of business on June 30, 2018, the terms of the prescription plan in effect as of June 30, 2018, shall remain in effect unless and until changed by the Board and CHASA.

- E. There shall be a voluntary waiver incentive plan for insurances under paragraphs A., C., and D. above. **For coverage under A. above, an incentive payment will be made to the employee upon the close of the insurance year in each year in the amount of the highest limit for such waiver payments set by the SEHBP. For coverages under C. and D. above, an incentive payment will be made to the employee upon the close of the insurance year for 2016-2017 in the amount of 25% of the relevant premium, and an incentive payment will be made to the employee upon the close of the insurance year for 2017-2018 in the amount of 20% of the relevant premium.**
- F. Unit members will be permitted to participate voluntarily in the Section 125 FSA Plan established within the district.
- G. Since all medical plans are limited in duration, the parties hereto shall participate jointly in selecting any replacement health benefit carriers, with replacement coverage to be substantially equivalent to that currently provided unless otherwise agreed.
- H. Effective on July 1, 2003, there is an Employee Assistance Plan for all employees. The maximum Board contribution to such a plan shall be \$35.00 per eligible employee.
- I. Vision Plan
- Effective on the date when SEHBP is effective under C. above, 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.
- J. The Board shall not be required to provide more than one coverage under A. through D. and I. above to employees who are married or registered domestic partners and who are both employed by the District.

ARTICLE 15
MISCELLANEOUS PROVISIONS

A. Use of Automobiles

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

B. Legal Application

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

C. Transfer -- Salary Consideration

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

D. Any retroactive payments due under this Agreement shall not be paid if they are under \$5.00.

E. Effective October 1, 2014, the Board shall reimburse each unit member \$30 per month in order to partially offset the cost of a personal smart phone with the ability to access district apps and student information. The unit member may be contacted for matters relating to District business on their personal smart phone. If the unit member declines the partial monthly offset then the Board will provide a smart phone with the ability to access district apps and student information to be used for District purposes only.

ARTICLE 16
DURATION OF AGREEMENT

This Agreement shall be effective as of **July 1, 2016**, except as otherwise noted, and shall continue in effect through **June 30, 2018**, subject to the Association's right to negotiate over a successive agreement as provided in Article 2. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and secretaries this _____ day of _____, **2016**.

ATTEST:

CHERRY HILL ASSOCIATION OF
SCHOOL ADMINISTRATORS

By: _____
Secretary

By: _____
President

ATTEST:

CHERRY HILL BOARD OF EDUCATION

By: _____
Secretary

By: _____
President

APPENDIX 1
PROCEDURES FOR PURCHASE OF TECHNOLOGY

1. All technology shall be purchased through the District. This is to ensure technology compatibility and to meet District requirement regarding expenditure of District funds. An administrator who wishes to separately purchase technology must first get the written permission of the Superintendent to assure that the **technology** he/she is purchasing shall assure **District** technology compatibility. The language in 1. and 1. a. and 1. b shall expire at the close of business on **June 30, 2018**, unless extended in writing by the parties. In the event that this language expires, all of **Appendix 1** shall be replaced by Appendix 2 contained in the parties' 2006-2009 Agreement.

If an administrator is given permission to separately purchase technology, he/she must:

- a. Must provide proof of receipt of technology and subsequent payment for same (i.e., cancelled check, credit card statement, etc.)
 - b. Must submit request for reimbursement via form BA-23, Employee Expense Voucher (see attached) with proofs listed above. All requests for reimbursement must be approved by the Board of Education at their monthly public meeting. Please plan ahead.
2. The administrator must submit official purchase requisition form to appropriate central office supervisor for written approval and verification that funding is available.
 3. Any amount above \$2,500 must be reflected as an employee contribution. A check for the employee's contribution, if any, must be attached to the purchase requisition.
 4. Technology orders will be processed two times per year (July and January) in order to achieve economy of scale and pricing. It is advisable to contact the supervisor of purchasing in advance for the latest pricing information.
 5. For tax reporting, the District will reflect on the employee's year-end W-2 statement an amount of Board of Education contribution up to \$2,500 as imputed income upon which tax must be paid.