

**AGREEMENT BETWEEN**  
**THE MEDFORD TOWNSHIP BOARD OF EDUCATION**  
**AND THE**  
**MEDFORD TOWNSHIP SCHOOL**  
**ADMINISTRATORS ASSOCIATION**

**JULY 1, 2009 - JUNE 30, 2012**

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## PREAMBLE

This AGREEMENT is entered into this 1<sup>st</sup> day of July, 2009 by and between the BOARD OF EDUCATION OF MEDFORD, NEW JERSEY, hereinafter called the "Board" and the MEDFORD TOWNSHIP SCHOOL ADMINISTRATORS ASSOCIATION, hereinafter called the "Association."

The Term "Administrators" hereinafter stated included all those positions represented in this agreement.

## ARTICLE I

### RECOGNITION

In accordance with Chapter 123, Public Laws of 1974, the Medford Township Board of Education, hereby recognizes the Medford Township School Administrators Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for the following personnel in the district:

Principals  
Assistant Principals  
Directors  
Supervisors

whether under contract, on leave, on a per diem basis, employed or to be employed by the Board.

## ARTICLE II

### NEGOTIATIONS PROCEDURE

- A. The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by law.
- B. Each party shall promptly make available to the other, upon written request, information within its possession which is not privileged under law and which is relevant to the subject under discussion.

## ARTICLE III

### GRIEVANCE PROCEDURE

- A. Definition: The term "grievance means a claim of loss or injury due to an improper application, interpretation or violation of any terms or provisions of this contract or administrative or board decision affecting the condition or terms of employment of a member or group of members.

The aggrieved person or persons are those making such a claim.

- B. Purpose:

1. The purpose of the grievance procedure is to secure at the lowest possible level an equitable and just solution to problems which may arise from time to time affecting the terms and conditions of employment.
2. The intent is also to secure a uniform and appropriate method of resolving disputes and problems in a consistent manner. Therefore, this grievance procedure will be the sole method to formally resolve such disputes and the final outcomes of this procedure will become the official interpretation and understanding between the board and the association.

- C. Procedure:

1. Level One - Any member of the Association who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level.

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) work days of the discussion, he/she shall set forth his/her complaint in writing to the Superintendent.

2. Level Two - The Superintendent shall hold a conference with the aggrieved regarding the written complaint within three (3) work days of receipt. The aggrieved may be represented by counsel or any Association representative if he/she so desires.

The Superintendent shall reply to the grievance in writing within five (5) work days of the conference date.

3. Level Three - If the aggrieved is dissatisfied with the decision of the Superintendent, he/she shall forward in writing a request to the Board of Education within seven (7) work days of the receipt of the Superintendent's decision to meet with the Board or a committee thereof to discuss the concern.

Within ten (10) work days of receipt of such notice, the Board shall schedule a conference to be held within thirty (30) work days and shall notify the aggrieved of such date in writing. The aggrieved personnel may be represented during such meeting by counsel or an Association representative.

A written decision by the Board of Education shall be submitted to the aggrieved employee with a copy to the Association within five work days of the scheduled meeting with the aggrieved.

Level three shall not exceed forty-five (45) work days in total duration.

4. Level Four - If the aggrieved is dissatisfied with the decision of the Board of Education he/she may submit the grievance to the PERC for advisory arbitration.

The PERC shall proceed in the matter by selecting a mutually acceptable arbitrator who shall schedule a hearing within twenty (20) work days of the request to intervene.

Both parties shall be afforded all legal rights normally permitted in such hearings. Within thirty (30) work days of the conclusion of the hearings, the arbitrator shall forward copies of his/her decision to both the Association and the Board simultaneously.

The cost of the arbitrator will be shared equally by the Board and the Association, assuming that the Association has notified the Board in writing prior to commencement of arbitration that they support the grievances. Otherwise costs will be shared by the Board and the aggrieved.

No documents, correspondence, or records dealing with such grievances shall be part of the personnel file of any participant.

The Association shall have the right to file group grievances on behalf of its members which shall be instituted at Level Two.

## ARTICLE IV

### ADMINISTRATORS RIGHTS

- A. No administrator shall be disciplined reduced in rank or compensation without just cause.
- B. Principals shall be consulted prior to the hiring of personnel for their building and shall be involved in the interviewing processing if available.
- C. Principal and Directors shall be evaluated by the Superintendent or designee. All such evaluations shall be made in writing, followed within five (5) days by a conference with the Administrator and an opportunity to disagree or concur with its content verbally and in writing.
- D. Notification of non-renewal of contract will be made in writing by the Superintendent at least sixty (60) days prior to the expiration of the Administrator's present contract. An Administrator shall notify the Superintendent in writing at least sixty (60) days prior to the voluntary termination of his/her employment contract.
- E. Assistant Principal, Supervisor shall be evaluated by their immediate superior in accordance with the procedure outlined above.
- F. All personnel represented by the Association shall be permitted unlimited perusal, in the presence of the Superintendent or Assistant Superintendent, of their complete personnel file and be permitted an opportunity to place written communication in such file in response to material placed in the file within thirty (30) days of receipt of new memo, letter or related material. Nothing shall be placed in such personnel file without his/her knowledge and he/she shall have the right to appeal the inclusion of any item directly to the Board. The Board shall schedule a meeting with the employee and proceed beginning level three of this grievance procedure to its conclusion.
- G. Any criticism by the Superintendent or a Board member of an Administrator's methodology, or any questions or criticism by an Administrator or Association representative of the Superintendent or a Board member of his/her philosophy or method of administration or supervision, shall be made in confidence and not in the presence of students, parents, or at public gatherings.

## **ARTICLE V**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

A. **Released Time for Formal Negotiations**

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

B. **Use of School Buildings**

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

C. **Use of School Equipment**

The Association may use school facilities and equipment, including typewriters, computer, other duplicating equipment, photocopier, 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.

## **ARTICLE VI**

### **TEMPORARY LEAVES OF ABSENCE**

- A. Professional days and other leaves of absence with or without pay may be granted upon recommendation of the Superintendent, as per Board Policy.

## ARTICLE VII

### EXTENDED LEAVES OF ABSENCE

#### A. Types of Leave

There shall be four categories of extended leaves of absence:

1. Emergent Medical Leave
2. Anticipated Medical Leave
3. Emergent Family Leave
4. Non-Medical Leave

The Board shall honor the dates requested for the periods of actual medical disability. The employee may use accumulated sick leave, if any, for any period of actual medical disability. The periods of actual medical disability shall be certified to in writing by a qualified physician.

#### B. Definitions

##### 1. Emergent Medical Leave

An emergent medical leave arises when the employee suffers a medical disability that was:

- a. Unknown and unforeseen by the employee; and
- b. Requires immediate medical treatment in the form of hospitalization or extended periods of convalescence; and
- c. The disability prevents the employee from performing his/her normal duties.

Examples of medical conditions that qualify for emergent medical leave are heart attacks; disabling injuries; and cancer related treatment. These examples are intended to illustrate rather than to provide an exhaustive list of medical conditions that qualify for "emergent medical leave".

## 2. Anticipated Medical Leave of Absence

An anticipated leave of absence occurs when:

- a. The employee is cognizant of the existence of a medical condition that will render the employee unable to perform his/her duties for a period of substantial duration; and
- b. The period of disability is foreseeable and predictable.

Examples of anticipated medical leave of absence are normal pregnancy; laminectomy; orchiectomy; prostatectomy; and elective surgery. These examples are intended to illustrate rather than to provide an exhaustive list of medical conditions that qualify for "non-emergent medical leave".

## 3. Emergent Family Leave

An emergent family leave arises in the case of a serious illness of a member of the employee's immediate family. Immediate family is defined as the employee's spouse, parent(s), children, siblings, corresponding in-laws, and other persons residing in the home of the employee.

## 4. Non-Medical Leave of Absence

Any leave of absence for any other cause other than emergent or anticipated medical leave of absence shall constitute a "non-medical leave of absence".

- C. Time for Request - All requests for leaves of absence, other than for emergent medical leave, emergent family leave, and anticipated medical leave, shall be made not less than sixty (60) days in advance of the date on which the leave is to commence. The request for leave of absence shall specify the proposed return date.
- D. Standard/Educational Programs - Both the Medford Township Board of Education and the MAA recognized that the education of students is the primary function of the Board of Education. Further, both parties recognize that continuity of instruction is a worthy goal. Requests for leaves of absence, except for emergent medical and family reasons, will be reviewed with attainment of education continuity as a paramount objective.
- E. Accumulated Sick Leave - Employees may utilize their accumulated sick leave in accordance with applicable State and Federal law.
- F. Medical Certification - The Board shall require, as a condition of an employee's return to service, the production of a certificate from a physician certifying that the employee is medically able to resume employment.
- G. Non-Tenured Employees - With respect to non-tenured employees, no extended leave shall extend beyond the current school year in which leave is to commence.

H. Tenured Employees - With respect to tenured employees, no such leave shall extend beyond a period of twenty-four (24) calendar months from the date in which the leave actually commences.

I. Maternity -

1. Pregnant employees shall present a certificate from their attending physician regarding the anticipated dates of disability at the time the request for extended leave of absence is made.
2. Upon expiration of the period of disability, the employee shall either return to work, or begin her Board approved maternity leave in accordance with the terms of this agreement.
3. The Board reserves the right to remove any pregnant employee from her position or to insist that the employee accept a leave of absence there from if, after her pregnancy is confirmed her performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue working. Such physical capacity shall be deemed so impaired if any of the following occur:
  - a. The pregnant employee, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or
  - b. The pregnant employee's physician and a physician designated by the Board agree that she is not medically able to perform her duties; or
  - c. If, after a difference of medical opinion by the employee's physician and the Board's physician, a third physician designated by mutual agreement of the employee and the Board, or, if no such agreement can be reached by the Burlington County Medical Society, certifies, that, in his/her opinion, the employee is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, his/her fee shall be shared by the Board and the employee involved.
4. In the event that an employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employees may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or to continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the employee in question was assigned and seeks to be reinstated.
5. Payment During Leave of Absence - Leave of absence requests may be granted with or without pay upon recommendation of the Superintendent and approval by the Board of Education.

## ARTICLE VIII

### EDUCATIONAL CREDIT PAYMENT PLAN

- A. The Medford Board of Education will pay one-half (½) the cost of approved educational credits taken at an accredited institution (the other half to be borne by the Administrator) to a maximum of one thousand one hundred (\$1100.00) per Administrator, per year, subject to the following conditions:
1. The maximum aggregate payments to be made by the Board under the terms of this article shall in no event exceed five thousand dollars per year of this agreement. If this amount is insufficient to reimburse all credits approved for payment, then each Administrator so approved for payment will receive only their pro-rata share of the aggregate amount, divided equally among them, and not the maximum as stated above.
  2. Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools.
  3. Courses to be taken must be related to the Administrator's area of specialization; however, the Superintendent may, in his/her sole discretion, approach courses not so related on an individual basis.
  4. Upon completion of courses, an official grade report must be submitted to the Superintendent of Schools indicating that the Administrator has completed the courses and has achieved a passing grade.

In the event a course is not completed or the Administrator has not achieved a passing grade, the costs of courses shall be borne by the Administrator, and any money paid under this Article shall be returned to the Board of Education by the Administrator.

## ARTICLE IX

### BENEFITS

#### A. Vacation

All administrators shall be awarded twenty (20) days of vacation which are to be used in the year following the one in which they are earned. Administrators that begin service during the course of a year will earn a prorated share of the twenty days commensurate with the amount of time worked.

Effective July 1, 2005 any newly hired Administrator will earn 1.66 days of vacation time per month (not to exceed 20 days) in their first year that may be utilized by the Administrator as they are earned.

All vacation is to be used during the year following the one in which it is earned, except that an administrator may accumulate and carry over up to five days in any one year to a maximum of twenty-three days carried forward.

Effective July 1, 2006 all members of the Association who are covered by this contract and who have served a minimum of three (3) years service to the District in an administrative capacity may sell back a maximum of five (5) accrued vacation days at a per diem rate of \$350. (These days are not cumulative, i.e. an administrator may not sell more than five days in any year this benefit is in effect.) The administrator must apply in writing to the Superintendent of his/her desire to sell the days to the Board no later than June 15<sup>th</sup> of each year. Failure to apply by the 15<sup>th</sup> of June will result in the days being forfeited for payment. However, they may still be carried over to the next school year under the conditions of this agreement.

Vacation days shall be approved in advance by the Superintendent.

#### B. Holidays

Administrators will be entitled to all holidays as described in Board Policy including legal holidays according to the school calendar,

- Beginning July 1, 2010, the employees covered by this agreement shall be entitled to all legal holidays, including the winter and spring recess when the schools are closed. During any such holiday, the employees are responsible for their administrative area or building. While it is anticipated that they are not required to report for duty, their attendance may be required upon the Superintendent's directive or under unusual and/or emergent circumstances.

C. Insurance Protection

1. Benefits, including Two Party and Family Coverage, for vision, medical, dental and prescription shall be the same as the district wide coverage for all groups.
2. Any contemplated change in the current carrier shall be discussed with the Association prior to such change. Such change shall provide equivalent coverage and service.
3. When applicable, Family Benefits will be provided for all twelve month administrators.

D. Work During Vacation Periods

Should the Board request or require an Administrator to work during his/her vacation, he/she shall be reimbursed at a per diem rate of the contractual salary for such period, or other equivalent vacation time will be made available for the employee.

E. Work Requirements

It is understood that Administrators serve as the management representative to the public community they serve and are therefore required to attend meetings and events after school hours without additional compensation. However, the Administrators working day shall remain flexible while reflecting the Administrators responsibility to complete his/her assigned duties with a reasonable period of time. The Superintendent of Schools shall monitor the on the job time of each Administrator and may grant additional personal leave time, if requested, if in his/her judgment the request is valid. Administrators who are required to work overnight will be compensated with one (1) In Lieu of Day for each overnight.

1. Incident Weather/Emergency Days

Class I Day: The district is closed for all professional staff and students.

Class II Day: The district is closed for teachers and students only. Administrators are to report to their respective building and assignment.

The Superintendent will make the determination of the snow day classification.

F. Paid Professional Membership

The Board shall pay the cost of one (1) professional membership for each Administrator, upon recommendation of the Superintendent as follows:

2009-2010	\$1,400.00
2010-2011	\$1,400.00
2011-2012	\$1,400.00

**ARTICLE X**

TRANSFER, REASSIGNMENT, AND PROMOTION

Administrative vacancies shall be advertised in all school offices for at least a period of five (5) days in order to permit application for transfer, reassignment, or promotion of present employees.

Should vacancy occur, an Administrator may request such transfer based on good cause and providing he/she qualifies with regard to certification. Such request shall be made to the Superintendent who shall respond within thirty (30) days of such notification, but in no event later than April 30 of the year prior to the intended date of employment.

Consideration will be given to Administrators currently employed in the district to fill vacancies that develop and an interview will be conducted.

**ARTICLE XI**

SALARY

The salary of each Administrator in the bargaining unit shall be computed in accordance with Schedule "A" for each year of the Agreement.

**ARTICLE XII**

MISCELLANEOUS

- A. The negotiated agreement between the Board and Association will be printed and distributed as soon as possible with expenses shared equally.
- B. Should this Agreement conclude prior to the completion of a succeeding agreement, the provisions herein shall be continued until the acceptance of such contract officially by both parties.
- C. Nothing herein shall be changed, altered, or deleted without mutual consent in writing of the Board and Association.

- D. All Administrators will work the calendar less 20 vacation days, subject to the following:
1. Two consecutive days during July or August shall be work days. These days shall be established by May 1 and will have a set agenda.
  2. All Administrators will work the 5 days preceding the start of the school year.
- E. Upon retirement from the district and actual commencement of the payment of a Pension by the Division of Pensions unless otherwise notified by the Administrator in writing by June 1<sup>st</sup>, the Board shall pay the retiring Administrator severance pay calculated at 40% of the retirement year per diem rate for the duration of this contract for each day of unused sick leave not to exceed a maximum of 230 days as of the effective date of retirement. This compensation will be paid out over a three year period following separation. One third of the amount will be paid in July for each of the three years.
- Notification of nine months is suggested in advance of the employees separation from the district, when at all possible, to permit district budget planning.
- F. The Superintendent shall meet with representatives of the Administrators Association by July 1 of each year to develop an Administrative Staff Professional Development Plan that may include attendance at workshops and conferences for the following school year.
- G. In consideration of this Agreement, the Association agrees that it will not cause, sponsor, and/or participate in any strike, engage in any work stoppage, work slowdown, or cause any sanction to be brought against the Board of Education of the Medford Township Public Schools during the term of this agreement.
- H. The Superintendent shall provide to the MAA President salary(s) of new administrators anticipated to be recommended to the Board of Education prior to actual Board approval.

ARTICLE XIII

DURATION

This AGREEMENT shall be in full force and effect as of July 1, 2009, and shall remain in effect to and including June 30, 2012. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, pursuant to the Rules of the Public Employment Relations Act, of a desire to change, modify, or terminate this Agreement, as to salaries and fringe benefits only as required by schedule "A."

IN WITNESS WHEREOF, the parties have hereunto sets their hands and seals on this 4<sup>th</sup> day of March, 2009.

MEDFORD TOWNSHIP BOARD OF EDUCATION

PRESIDENT: *Jeffrey P. Barr*

SECRETARY: *Francesca C. Smith*

DATE: 3-16-09

MEDFORD TOWNSHIP SCHOOL ADMINISTRATORS ASSOCIATION

PRESIDENT: *Richard J. Lavonia Jr.*

SECRETARY: *Julie S. Carter*

DATE: 3-16-09

SCHEDULE "A"

1. The Board agrees as of July 1, 2009 to provide an annual salary as per the attached schedule and benefits under Article IX.
2. The Association fully recognizes the right and the authority of the Board of Education to place new Administrators at any salary deemed appropriate at the time of hire. In the following years newly hired administrative staff would receive the established yearly raise with no additional step increase.
3. All Administrators in the Association will receive the same salary increase, \$4,549 for 2009-2010, \$4,745 for 2010-2011 and \$4,949 for 2011-2012 yearly for the term of this agreement. A \$3,500 differential is added to the salary of the person in the middle school principalship. The differential is specific to the middle school principalship position.

SALARY SCHEDULE 2009-2012

PRINCIPALS/DIRECTORS:

Contract Year	Principals/Directors
2009-2012	\$95,000 - \$145,623
Middle School Stipend	\$3,500

ASSISTANT PRINCIPALS/SUPERVISORS

Contract Year	Assistant Principals/Supervisors
2009-2012	\$80,000 - \$111,142