

**AGREEMENT BETWEEN THE
HADDON TOWNSHIP BOARD OF EDUCATION
AND THE HADDON TOWNSHIP PRINCIPALS
AND SUPERVISORS ASSOCIATION**

JULY 1, 2008 TO JUNE 30, 2011



AGREEMENT

Between

HADDON TOWNSHIP BOARD OF EDUCATION

And

HADDON TOWNSHIP

PRINCIPALS' AND SUPERVISORS' ASSOCIATION

July 1, 2008 to June 30, 2011

Preamble

The Haddon Township Board of Education places the highest priority on providing the best possible education for each of the students in the district. This conscious striving for excellence is reflected in the programs and facilities that together provide the educational experience in Haddon Township.

Programs and facilities, however, do not appear spontaneously on the educational scene. They are the result of countless day-to-day actions taken by administrators in carrying out the policies established by the Board of Education. The success and quality of the Haddon Township schools is directly attributable to these administrative actions. It is therefore crucial to the continued success of our schools that an administrative contract be managed in a manner which allows the district to attract and retain administrators who will not only maintain but who will increase the quality of the school system.

Article I. Recognition

- A. The Association recognizes the Board as the representative of the government of the State of New Jersey charged with the responsibility under the law of operating public schools in the Township of Haddon.
- B. In accordance with N.J.S.A. 34:13A-1 et seq., the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations, grievances and terms and conditions of

employment for all certificated principals, assistant principals and supervisors employed by the Board.

C. The Association shall include the following personnel:

1. Elementary, Middle and High School Principals
2. Middle and High School Assistant Principals
3. Director of Special Services
4. Superintendent of Building and Grounds
5. Supervisor of Technology and Information Services

Article II. Grievance Procedure

A. Definitions

“Grievance” means a complaint by any member of the Association who feels that an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision has been rendered to that member.

“Representative” means a member of the Association or any other person designated by the member.

“Immediate supervisor” means the person to whom the member is directly responsible under the table of organization prevailing in this school district.

B. Purpose

The purpose of the grievance procedure is to secure an equitable and just solution to problems which affect the terms and conditions of employment at the lowest possible level.

The intent is also to secure a uniform and appropriate method of resolving disputes and problems in a consistent manner.

Failure to respond to a grievance within the specified time limit will permit the grievance to move to the next level.

Failure of the grievant to appear within the specified time limit shall be deemed to be acceptance of the disposition at the preceding level.

C. Procedure

1. A grievance must be filed within twenty (20) school days after its occurrence.
2. A member processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. A member shall have the right to make his own presentation or to designate a representative to make the presentation or to be present with him at any level.
4. The member shall discuss the grievance with his immediate supervisor.
5. If the grievance is not resolved, the member shall submit his grievance to the Superintendent of Schools within five (5) school days, specifying:
 - a. the act or omission complained of
 - b. the specific article of the contract allegedly violated
 - c. the remediation sought
6. Within ten (10) days of receipt of the written grievance, unless a different period is mutually agreed upon, the Superintendent shall communicate his decision in writing to the grievant, the Association, and the grievant's immediate supervisor.
7. In the event that the Superintendent fails to act in accordance with Paragraph 6 above, or, in the event a determination by him is deemed to be unsatisfactory by either party, the member, within ten (10) school days of the Superintendent's determination, may appeal in writing through the Superintendent to the Board of Education.
8. Where an appeal is taken to the Board of Education, the member shall submit:

- a. the writings set forth in Paragraphs 5 and 6
 - b. a copy of said materials to the Superintendent
9. If a member does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may conduct its own hearing, or it may request additional written materials. Copies of any additional written material shall be given to the adverse parties who shall have the right to reply thereto.
 10. The Board shall make a determination within forty-five (45) school days from the receipt of the grievance and shall notify the member, his representative, the immediate supervisor and the Superintendent in writing of its determination.
 11. If the member is not satisfied with the disposition of the grievance as determined by the Board, or if no decision is rendered within forty-five (45) school days, the grievance may be submitted to advisory arbitration. In all other grievances, the disposition of the grievance by the Board shall be final.
 12. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.
 13. If the parties are unable to agree upon an arbitrator, either party may make a request for a list of arbitrators to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

Article III. Insurance Protection

- A. The Board agrees to provide health insurance, including family coverage where applicable, to all employees. The plan shall be equal to or better than the Amerihealth Standard Preferred Provider Plan in effect on 7/1/2008, known as the base plan. Employees who choose a

plan that is more expensive than the base plan shall pay the difference in the monthly premium.

- B. The Board will provide dental insurance, including family coverage where applicable, to all employees. The level of benefits will be equal to or better than the level of benefits in effect on 6/30/08. A summary of the table of benefits is attached to and made a part of this agreement as Appendix A.
- C. The Board will provide prescription insurance, including family coverage where applicable to all employees. The co-pay per prescription will be \$20.00/\$10.00 (Brand Name / Generic) for both pharmacy and mail order. One co-pay will be required for a 90-day supply obtained by mail order. Three co-pays will be required for a 90-day supply obtained through a retail outlet. A summary of the benefits is attached to and made a part of this agreement as Appendix B.
- D. Should the Board decide to change insurance carriers, the Board agrees to provide coverage which is equal to the coverage which is in force at the time of the change. The Association shall have the right to examine any change in carriers prior to the Board's decision to change the carrier.

Article IV. Sick Leave

- A. Association members shall be entitled to one (1) sick day per month of employment, as of July 1st of each contract year. Unused sick leave days shall be accumulated from year to year with no limit.
- B. When a tenured association member has used all current and accumulated sick leave, he may be entitled to up to twenty (20) additional days for extended illness. This number of days may be extended by vote by the Board. Extended illness shall be defined as illness which requires hospital or home confinement for more than five (5) days under the care of a physician and as certified by him. Beyond twenty (20) days or further limitation established by the Board,

deductions shall then be made at the rate of 1/240 of the contract salary per working day.

Article V. Temporary Leave of Absence

A. Association members shall be entitled to the following temporary leaves of absence with full pay. Applications to the Superintendent for the desired leave shall be made at least one day before the date of such leave. The Superintendent in case of emergency may waive this one-day limit.

1. Personal

Three (3) days leave of absence for personal business matters which require absence during school hours.

a. All unused personal days shall be carried over and credited to unused sick leave for future use.

2. School Business

Time absent from normal duties when absence is for professional reasons with the prior approval of the Superintendent.

3. Death

a. Up to five(5) days for death in the "immediate family" including wife or husband, son or daughter, mother or father, or any other relative residing in the same household as that of the association member.

b. Up to three (3) days for death in the "family", including father-in-law, mother-in-law, or any other relative not residing in the same household. Up to an additional two (2) days will be allowed if significant travel is involved.

4. Child Rearing / Pregnancy Sick Leave

a. Any employee who becomes pregnant shall be entitled to use sick leave pursuant to the provisions of the

negotiated Agreement for pregnancy-related illness or disability and/or, take an unpaid maternity leave, subject to the procedure set forth below.

b. General Procedures

1. Any employee who becomes pregnant shall notify her immediate supervisor and the Superintendent of Schools in writing within five (5) months of the pregnancy. Such notification shall state the anticipated delivery date.
2. After the fifth month of pregnancy, the employee shall furnish the supervisor and the Superintendent with a certificate from the attending obstetrician or gynecologist stating that she is physically capable of performing the duties of her position, and shall continue to provide periodic certification of her continuing fitness to perform her duties.
3. A finding by the supervisor that the employee's pregnancy interferes with the performance of her duties shall be documented in writing and referred through the Superintendent, to the Board of Education. The Board shall review such documentation and shall, upon the recommendation of the Superintendent, make a determination as to the ability of the employee to continue.
4. After childbirth, the employee may return to work upon submission of a report from her obstetrician or gynecologist, stating that she is medically fit to perform all the duties of her position. The employee shall keep the Superintendent informed, in writing, of the intended date of return if she does not intend to apply for extended leave of absence.
5. A finding by the supervisor that the effect of an employee's condition after return from childbirth interferes with the performance of

her duties shall be documented in writing and referred through the Superintendent, to the Board of Education. The Board shall review such documentation and shall, upon recommendation of the Superintendent, make a determination as to the ability of the employee to continue to work.

6. The Board of Education reserves the right to require any staff member to submit to a medical examination by a physician selected by the Board of Education. The Board will assume, without further medical certification, in ordinary circumstances, that a pregnant employee is disabled from work one month before the anticipated date of childbirth, and continues to be disabled for six weeks after her pregnancy is terminated.

c. Pregnancy Sick Leave

1. An employee is entitled to use sick leave for pregnancy-related illness or disability.
2. Use of sick leave for pregnancy-related illness or disability shall be governed by the provisions of the negotiated Agreement applying to sick leave.
3. The Board paid provision for up to twenty (20) additional days for extended illness, at salary, less the pay of a substitute, shall not apply to requests for pregnancy sick leave by tenure employees.
4. No employee on child rearing leave or any other type of unpaid extended leave is entitled to the use of sick leave.

d. Leave of Absence

1. Any employee who becomes pregnant and fails to provide the medical certification required pursuant to Section B. 2, above, shall be placed on unpaid disability leave immediately.

2. An unpaid disability leave may be granted at any time during pregnancy upon presentation of a certificate from an obstetrician or gynecologist stating that such disability leave is vital to the employee's health, upon at least sixty (60) days prior notice to the Superintendent of schools. Such request for leave shall state for what length of time such leave is requested.
3. An employee shall be permitted to return from disability leave upon satisfying certification requirements set forth in Section B. 4, above, provided that no determination of unfitness is made in accordance with Section B. 5, above.
4. An employee who exhausts her sick leave for pregnancy-related illness or disability may at that time be granted an unpaid disability leave of absence.
5. Request for extended leave for child rearing shall be made in writing on or before April 1st preceding the school year for which such request is made.
6. Extended leave for child rearing may be granted to tenured employees without pay for up to one (1) year in addition to the year in which the leave begins. Extended leave for child rearing may be granted to non-tenured employees without pay for up to the end of the school year in which the leave occurs. Return from extended leave shall occur on September 1.
7. So as not to substantially interfere with or disrupt the continuity of instruction, an employee may not end her leave of absence for child rearing and return after Memorial Day.

8. All notices of intention to return from leave or to resign from position while on leave shall be requested in writing on or before April 1st preceding the school year.

5. Other

The Board upon recommendation of the Superintendent may grant other leaves of absence with pay.

Article VI. Professional Development / Educational Improvement

- A. Each association member may be granted upon request and with the approval of the Superintendent the opportunity to attend workshops, in-services and / or conventions. At the Board's expense, two association members will be permitted to attend national conventions yearly.

Article VII. Employee Rights

- A. No employee shall be disciplined without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- B. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely effect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- C. If an employee is publicly disciplined or criticized in the presence of students, parents, or in other public gatherings, the employee or the Association may request a meeting with the Superintendent, who shall

investigate the facts of the case with all parties concerned and report, in writing, to the employee and the Association.

Article VIII. Association Rights and Privileges

- A. Representatives of the Association and the New Jersey Principals Supervisors Association may be permitted to transact official Association business on school property.
- B. The Association and its representatives may have the right to use school buildings at reasonable hours for meetings.
- C. The Association may use the school mailboxes and email services in a reasonable manner.
- D. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the bargaining unit and to no other organization.

Article IX. School Calendar

- A. Prior to December first of each school year, the Association shall meet with the Superintendent and submit its recommendations for the following year's school calendar.

Article X. Employee Assignment

Employees shall be notified of their contract and salary status for the ensuing year in accordance with statutory timetable requirements.

Article XI. Involuntary Transfers and Reductions in Force

- A. In the event of an involuntary transfer or reassignment, the employee shall have the right to a conference with the Superintendent. The employee may, at his option, have an Association representative present at such meeting.

- B. If a reduction in force is being considered, the Board shall notify and consult with the Association as soon as practicable but not less than thirty (30) days before the layoff is to take place.
- C. Any reduction in force shall be carried out in accordance with Title 18A, New Jersey Statutes Annotated, and Title 6, New Jersey Administrative Code, after due notification to the Association.

Article XII. Vacancies

- A. Notice of vacancies shall be given to the president of the Association and shall be posted in the central office of each school. Notices shall be posted at a reasonable time in advance of contemplated action in order to give the prospective applicants a reasonable opportunity to apply, except in case of an emergency. Notice shall contain the qualifications for the position, the salary range and the deadline for application.
- B. Notices of vacancies which occur during the summer will be mailed to the Association President.
- C. Starting salaries for any movement, promotions or new hires within the association shall be recommended by the Superintendent to the Board of Education after consultation with the Association.

Article XIII. Payment of Unused Sick Leave and Vacation Days

- A. Upon retirement, administrators shall be paid their per diem rate for all accumulated unused vacation days. Members may bank up to five (5) vacation days per year to be used during the next school year. At no time may more than 5 days be banked. If the employee notified the Board of his / her intention to retire by January 1, the payment will be made in July of the next budget year. If the employee notifies the Board after January 1, the payment will be made in July of the following budget year.

- B. The Board shall establish payment for unused accumulated sick leave upon service retirement at the rate of \$73.12 for 2008-09, \$76.04 for '09-'10, \$79.08 for '10-'11 up to a maximum of 215 days. (Minimum 60 accumulated days to qualify and payment is to be made only for days accumulated in Haddon Township.) This provision shall apply to all certified and non-certified administrators covered by this agreement.

Article XIV. Salaries

- A. The salaries for association members shall be paid according to Schedule A.
- B. Flat travel stipends for elementary principals of two schools and the Director of Special Services shall be \$750 for each year of this contract.
- C. Those association members not receiving a flat stipend who are required to use their automobiles on school business shall be reimbursed at the state-approved rate.
- D. The total pool of money for administrative salaries shall reflect an overall increase of 4.75% in 2008-09, 4.0% in 2009-2010, and 4.0% in 2010-2011.

Article XV. Administrative Compensation

- A. The Superintendent shall, by June 30 of each school year, establish goals and objectives for each member of the administrative staff for the succeeding school year. By the board meeting in May of each school year, the Superintendent shall report to the Board on the performance of each administrator as measured against the administrator's goals and objectives. This report shall be in writing and shall make provision for being signed by the administrator being reviewed. The review reporting instrument shall include provisions for the reviewed administrator to include his / her comments in the report.

B It is also the intent of the Board to recognize the unique contribution of the administrators by considering the provision of compensation and benefits other than salary and in addition to those fringe benefits awarded under the negotiated teachers' agreement. These additional administrative compensation / benefits should be structured to recognize the individual circumstances of each administrator. The Superintendent shall recommend such additional compensation / benefits to the Board for its consideration, in consultation with the administrators.

C. For the budget school year, the Board shall establish a fund to be awarded by the Superintendent to members of the Association as follows:

- For an outstanding performance rating. . . \$3,000*
- For an outstanding/above average performance rating \$2,000*
- For an above average performance rating . . . \$1,000*
- For a satisfactory performance rating. . . \$0
- For a less than satisfactory performance rating . . . - \$2,000**

*These amounts would be multiplied by the individual's responsibility factor to determine his/her non-salary fringe benefit amount.

** This amount would be "banked" to be charged against future awards for performance.

D. Job Responsibility Factor

The positions covered by this agreement are ranked according to responsibility as follows:

<i>Title</i>	<i>Responsibility Factor</i>
High School Principal	1.32
Director of Special Services	1.32
Middle School Principal	1.26

Elementary Principal	1.23
Supervisor of Technology and Information Services	1.00
High School Assistant Principal	1.00
Superintendent of Building and Grounds	1.00
Middle School Assistant Principal	.85

E. Computation of Administrative Compensation

The Superintendent shall determine the award which the lowest ranked member of the Association would receive for Performance Evaluation ratings ranking from 1.0 (Outstanding) to 3.0 (Satisfactory). To determine the increase, multiply the Responsibility Factor (determined above) by the increase for the administrator's rating range, based on the Superintendent's Performance Evaluation of the administrator, to determine the amount of monetary increase for the ensuing school year.

Article XVI. Miscellaneous

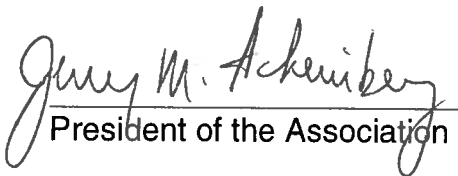
- A. The Board of Education will pay the required New Jersey Department of Education's Mentoring Fee for an employee of the Haddon Township Public Schools who is appointed to an administrative position recognized by this Agreement. The employee will forfeit this benefit and reimburse the full cost of the mentoring fee to the district in the event that the employee does not earn tenure, for reasons related to performance, or the employee resigns from the district before earning tenure.
- B. If an administrator is directed to temporarily assume the duties of another administrator who is absent for a period that exceeds ten working days, said administrator shall receive compensation on a case by case basis according to the absent administrator's responsibility factor and input from the Association.

- C. Each twelve (12) month member shall be entitled to four (4) weeks' paid vacation. After fifteen years in an administrative position in the district, the administrator shall earn an additional week's vacation.
- D. The Superintendent of Building and Grounds shall be entitled to the following fringe benefit:
 - Black Seal License stipend

Article XVII. Duration of this Agreement

The provisions of this Agreement shall be in effect July 1, 2008 and shall continue and remain in full force and effect to and including June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.


President of the Association


President of the Board


Secretary of the Association


Secretary for the Board

**APPENDIX A
DENTAL PLAN**

DEDUCTIBLE	None
MAXIMUM	\$1000 payable per person, per calendar year with orthodontia limited to an additional \$800 per person, over five consecutive years
BENEFITS	<p>Class I – Diagnostic and general plan pays 90% of Reasonable and Customary charges for</p> <ul style="list-style-type: none">i. Examinationsii. Emergency treatmentsiii. X-rays and lab testsiv. Teeth cleaning – prophylaxisv. Fluoride treatmentsvi. Space maintainers <p>Class II – Plan pays 60% of Reasonable and Customary charges for:</p> <ul style="list-style-type: none">1. Anesthesia2. Restorative – fillings, re-cementing of inlays and crowns; crowns, inlays and gold restoration will be provided when teeth cannot be restored with other materials.3. Endodontics – pulp capping and root canal therapy4. Periodontics – gum disease treatment and surgery5. Prosthodontics – maintenance of bridges and dentures6. Oral surgery and extractions <p>Class III – Plan pays 50% of Reasonable and Customary charges for:</p>

- a. Gold and porcelain inlays
- b. Gold foil restorations
- c. Crowns – capping of teeth (as part of bridge)
- d. Prosthodontics – making and installing the bridges and dentures
- e. Orthodontia – braces on teeth (children only)

CHILDREN Dependent children covered to the end of the calendar year in which they turn 23 years of age living in a normal parent / child relationship.

DENTAL CAPITATION Will be made available if the carrier is able **OPTION** to benefit as part of overall dental program.

Note: Benefits are retroactive to the first day of the month following ratification.

APPENDIX B
PRESCRIPTION DRUG PLAN

ADMINISTERED BY:	Future Scripts
INSURED BY:	AmeriHealth, Inc.
WRITTEN THROUGH:	Grinspec, Inc.
DEDUCTIBLE:	\$20.00 (Name Brand) / \$10.00 (Generic) for both pharmacy and mail order
ORAL CONTRACEPTIVES:	Excluded, unless prescribed to treat a medical condition.
GENERIC DRUGS:	Deductible reduced to \$10.00 if prescription filled with Generic Drugs.
MAIL ORDER BENEFIT:	Supplies of up to 90 days are available through a mail order arrangement.
DEPEDENT CHILDREN:	Dependent children covered to the end of the calendar year in which they turn 23 years of age, living in a normal parent / child relationship.
LIMITATION:	No payment will be made for expenses incurred for: <ul style="list-style-type: none">• Immunization agents, biological sera, blood or blood plasma;• Experimental drugs labeled: Caution – limited by Federal law to investigational use”;• Medication which is taken or administered, in whole or in part, at the place where it is dispensed or while a person is a patient in an institution which operates or allows to be operated, on its

premises, a facility for dispensing pharmaceuticals;

- Any refill dispensed more than one year from the date of a physician's order;
- More than a 34-day supply or more than 100 unit doses, whichever is greater when dispensed in any one prescription order. See mail order benefit above;
- Any medication which may be obtained without charge through any public program, other than Medicaid.

SALARY SCHEDULE A

	2008-09 Salary	2009-2010 Salary	2010-2011 Salary
Child Study Team Director			
Jerry Scheinberg	123,900	129,005 ✕	134,120
High School Principal			
Gary O'Brien	121,682	126,550 ✕	131,622
Middle School Principal			
Kevin Rooney	117,633	122,250 ✕	127,204
Elementary Principals			
Don Pullano	102,410	106,500 ✕	110,548
Eileen Smith	99,725	104,000 ✕	108,160
Chuck Warfield	109,840	113,800 ✕	118,532
Assistant Principals			
Todd Green	94,400	98,500 ✕	102,440
Irene Recuber	105,165	109,497 ✕	114,120
Patricia Schwab	87,000	90,480 ✕	94,100
Supervisor of Building and Grounds			
Ray Sangillo	100,000	104,000 ✕	108,160
Supervisor of Technology			
Lara Hill	84,016	87,000 ✕	90,000