

October 18, 2011

AGREEMENT

BETWEEN

THE MOUNT LAUREL BOARD OF EDUCATION

AND

THE MOUNT LAUREL
ADMINISTRATORS' ASSOCIATION

FOR THE PERIOD FROM JULY 1, 2011 THROUGH JUNE 30, 2014

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ARTICLE 1
RECOGNITION AGREEMENT

- A. The Mount Laurel Board of Education hereby recognizes the Mount Laurel Township Administrators' Association (hereinafter known as the Association) as the representative for negotiations concerning terms and conditions of employment for all principals, assistant principals, and supervisors of curriculum, and instruction but excluding any and all administrative and/or supervisory personnel not specified herein, in the Mount Laurel Township Public Schools within the scope of the New Jersey Employer-Employee Relations Act, and as interpreted by the Public Employment Relations Commission through its rules and regulations.
- B. When used in this Agreement, the term "unit members" refers to all positions listed as included in the unit in A. above.
- C. When used in this Agreement, the word "administrators" refers to all principals and assistant principals.
- D. When used in this Agreement,, the word "supervisors" refers to all supervisors of curriculum and instruction.

ARTICLE 2
NEGOTIATION PROCEDURE

- A. The Mount Laurel Board of Education agrees to negotiate terms and conditions of employment with the Association.
- B. The Association and the Board of Education recognize that a majority of the Board and administrators unit members must ratify all agreements reached.
- C. Negotiations will commence no earlier than October 15 and no later than December 15 of the final year of the existing contract.
- D. Any item of this Agreement may be modified or renegotiated if mutually agreed upon by both parties. Any agreed upon modification shall be in writing, duly executed by the parties.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance shall mean a complaint alleging a specific section of the agreement as to a violation, misinterpretation, or inequitable application of the provisions of the agreement or that a unit member(s) has been treated unfairly or inequitably by reason of any act or practice affecting the terms and conditions of employment.

2. Aggrieved Person

An "aggrieved person" is the person or group of persons making the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problem which may arise affecting unit members.

C. Procedures

1. Filing a Grievance – Level One

A unit member with a complaint shall meet with the Assistant Superintendent with the objective of resolving the matter informally. This meeting must take place within ten (10) employee work days of the alleged complaint.

If a solution cannot be agreed upon, the unit member may then resubmit his/her grievance, in writing, specifying details at Level One within ten (10) employee work days of the informal meeting with the Assistant Superintendent.

2. Level Two - Assistant Superintendent

After having received the grievance in writing, the Assistant Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) employee work days. The Assistant Superintendent shall communicate his decision in writing to the grievant.

3. Level Three - Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may submit the grievance to the Superintendent within ten (10) employee working days after receiving the decision at Level Two. After having received the grievance in writing, the superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) employee work days. The Superintendent shall communicate his decision in writing to the grievant.

4. Level Four - Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may submit the grievance to the Board of Education within ten (10) employee work days after receiving the decision at Level Two.

The Board shall meet with the grievant and the Superintendent.

The Board shall send a written decision on the disposition of the grievance to the grievant and to the Superintendent within thirty (30) days.

- D. 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at her/his option, by a representative selected or approved by the Association. If an employee is to be accompanied or represented by a third party, the employee shall notify the person with whom he is to meet, at least one day in advance. When an employee is not represented by the Association, the Association shall have the right to be present at all meetings after the grievance has been filed in writing at Level One.
2. No reprisals of any kind shall be taken by the Board; or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievances

If, in judgment of the Association, a grievance affects a group or class of employees, the Association may submit in the name of the aggrieved person or persons such grievance in writing to the Superintendent directly and process such grievance through all levels of the grievance procedure even though the aggrieved persons do not wish to do so. Copies of the grievance shall be submitted to the principal parties affected.

2. Written Decisions

After a grievance has been submitted in writing at Level One, all decisions rendered at Levels One, Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. 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.

4. Forms

Forms for filing grievances, servicing notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

6. Following Directives

All unit members, including the grievant, shall be required to continue to follow all directives of the Superintendent or her/his representatives regardless of the pendency of any grievance, until such grievance is properly determined.

ARTICLE 4
PROFESSIONAL IMPROVEMENT AND DEVELOPMENT

A. Memberships/Professional Expenses

There shall be an amount annually for each unit member covered in this agreement for expenses incurred for the purpose of attending relevant professional meetings, workshops, and conventions. Use of this money shall be consistent with District goals and subject to the written approval of the Superintendent. In addition, upon prior approval of the Superintendent, such monies also may be used for professional membership dues, professional improvement courses, tuition reimbursement, and professional materials. Travel by, as well as reimbursement of expenses to any employee shall be subject to and in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-5.9 and N.J.A.C. 6A:23A-6.13.”

Effective July 1, 2011, this amount shall be \$2,050. Monies not encumbered prior to May 1 of the current school year by any unit member shall be available for tuition and or mentoring expenses by the remaining unit members. This additional amount shall not exceed twice the approved professional development annual compensation for each requesting member. Reimbursements will be made only on tuition or mentoring fees incurred in the current school year.

B. Local and State Meetings

Requests to attend local or state meetings, which do not exceed one day in duration must be submitted to the Superintendent or designee for approval.

Requests must be made one week in advance.

C. National and State Meetings

Requests to attend national and state meetings which exceed one day in duration must be submitted to the Superintendent for Board of Education approval. Such approvals will not be given to unit members within the first school year that they are employed by the Board. Such approval will not be given to unit members within their first school year that they are employed by the Board of Education for the purpose of attending national conventions.

D. Procedures

1. All requests to attend professional meetings must include the date, location, and approximate cost.
2. A written summary of the national convention attended will be submitted to the Superintendent.

3. A verbal summary of the meeting will be made to the Board of Education upon request

ARTICLE 5
LEAVES OF ABSENCE INCLUDING VACATIONS

A. Sick Leave

1. All twelve month unit members will have twelve (12) sick days each year. All ten (10) month administrators unit members will have ten (10) sick days each year.
2. The Board agrees to convert unused personal days to accumulated sick days at the end of the school year.

B. Vacations

Twelve (12) month unit members shall receive 20 vacation days per year. Vacation accrues at the rate of 1.667 per month worked and is credited on the July 1st after it is earned. Employees may carry over up to five vacation days per year; carryover days must be used in the following year and are not eligible for buy-back at retirement or upon separation from the district.

Upon separation from the District, a unit member shall be compensated for each unused accumulated vacation day at the per diem rate of pay in effect at the time of separation. If the separation occurs on other than a July 1, the unit member shall also be compensated for a prorated amount of vacation for the year in which the separation occurs at the rate of 1.667 days per month worked.

All other aspects of twelve (12) month unit members' vacations are governed by Board Policy 3433.

C. Personal

All unit members shall receive three (3) days per year with full pay for personal, legal, household or family matters that cannot be handled at other school time. Application to the unit member's immediate supervisor shall be made at least three (3) days prior to such leave except in cases of emergency.

D. Death/Bereavement

Up to five (5) days at any one time in the event of death of a unit member's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law and any other member of the immediate

household. Unit members shall be granted up to one (1) day in the event of death of a unit member's friend or relative outside the unit member's immediate family as defined above.

E. Marriage and Honeymoon

Up to five (5) consecutive work days - e.g., one, two, or three days of personal leave; three days of personal leave and one day without pay; or three days of personal leave and two days without pay. Vacation days may be substituted for personal days or days without pay.

F. Disability Due to Pregnancy

1. Leaves for disability due to pregnancy shall be covered as any other sickness or illness under sick leave.
2. The Board reserves the right to remove any unit member from her position or to insist that the unit member accept a leave of absence if, after 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 in her duties. Such physical capacity shall be deemed so impaired if any of the following occurs:
 - a. The pregnant unit member, 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 unit member'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 unit member's physician and the Board's physician, a third physician designated by mutual agreement by the unit member and the Board, or, if no such agreement can be reached, by the Burlington County Medical Society, certifies that, in his opinion, the unit member is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, his fee shall be shared equally by the Board and the unit member involved.
3. In the event that a unit member's pregnancy terminated 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 unit member 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 unit member 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 effective administration of the educational program to which the unit member in question was assigned and seeks to be reinstated.

4. The Board may require, as a condition of the unit member's return to service, a certificate from a physician certifying that a unit member is medically able to resume her duties.

G. Child Rearing

1. Any unit member seeking a leave of absence for reasons associated with child rearing shall file a written request for such leave with the Superintendent at least forty-five (45) days in advance of the date on which said leave is to commence.
2. A leave of absence for child rearing for a tenured unit member shall not exceed a total of twenty-four months (24) with return occurring on July 1.
3. Such leave for a non-tenured unit member shall not extend beyond the end of the current school year in which the leave is to commence.
4. After the grant of the leave to any unit member pursuant to the provisions of Part E. of this Article, the Board will give reasonable consideration to requests from the unit member for either the extension or reduction of the period of leave so granted, provided that the unit member requesting same makes written application for such adjustments to the Superintendent. All requests for an extension or reduction of a child-rearing leave of absence must be submitted by April 1.
5. No unit member, however, shall be eligible for a successive child-rearing leave unless he/she has worked a minimum of one full school year between child-rearing leaves.

H. Military

Military leave shall be granted in accordance with the law.

I. Increment Eligibility

In order to be eligible to receive a salary increase, unit members must have worked a minimum of 100 days.

ARTICLE 6
HOLIDAYS

Unit members shall observe the schedule of school holidays set forth in the student calendar approved by the Board.

ARTICLE 7
COMPLAINT PROCEDURE

Complaints regarding a unit member made by any member of the Board, Superintendent, teacher, parent, student, or other person shall be brought to the attention of the unit member by the Superintendent or Assistant Superintendent in private. The complaint shall contain the name of the complainant, the statement of the complaint, and be accompanied by a copy of the complaint, if it is in writing. The unit member shall be permitted to respond in writing to any complaint which is to remain on file. The unit member's response must be received within ten (10) days of the time when the unit member was informed of the complaint. No administrator, board member, supervisor or teacher shall criticize or reprimand any unit member in the presence of administrators, board members, parents, students, or teachers in a public forum. Likewise, no unit member shall criticize or reprimand any administrators, board members, parents, students, or teachers in a public forum.

ARTICLE 8
CONTINUING BENEFITS

Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applies so as to eliminate, reduce or otherwise detract from any term or condition of employment existing in the year prior to its effective date and shall be enforced and effective and remain so applicable during the term of this Agreement.

ARTICLE 9
JOB-RELATED EXPENSES

Each unit member shall receive reimbursement for approved job-related expenses upon submission of receipts/voucher.

ARTICLE 10
TRAVEL

- A. A designated parking space shall be provided at each school for each unit member.
- B. Automobile Insurance

Whenever a unit member's vehicle is damaged in a collision or accident that occurs in the course of the use of the vehicle for approved school purposes, the district shall reimburse the member only the deductible portion of the employee's auto insurance coverage, up to a maximum of \$500. Unit members who use their cars for school business must have their vehicles insured in the amount statutorily required by the State of New Jersey.

ARTICLE 11
SALARIES

Unit members shall be paid consistent with the terms of Appendix A. Specific salaries for each employee covered by this agreement are contained in Appendix C.

ARTICLE 12
PAY FOR UNUSED SICK LEAVE UPON RETIREMENT

The Board shall pay to each unit member retiring from the District \$100 for each accumulated, unused sick leave day, up to the following capped amounts per employee: For unit members hired on or after 7/1/09, the total dollar payment will not exceed \$15,000. For unit members hired prior to 7/1/09, the total dollar payment will not exceed \$18,000.

ARTICLE 13
HOSPITAL/MEDICAL AND DENTAL INSURANCE

- A. Health Care Insurance

Unit members are covered by all aspects of the Agreement between the Board and the MLEA except that Article 18, A. 3. of the Board-MLEA Agreement does not apply to unit members. Unit members shall be entitled to full Board-paid health/hospitalization insurance and prescription insurance upon initial employment (except for any waiting period imposed by the carrier). All eligible unit members who

receive health benefits will pay the rate per statute. Retired administrators will continue to be permitted to buy-in to insurances consistent with the practice before July 1, 2002.

B. Hospital Care Insurance for Retired Administrators

Administrators who retire or have retired after the 1980-81 school year in good standing from the Mount Laurel Township School District and in accordance with the rules and regulations of the Teacher Pension and Annuity Fund shall be permitted to continue, at their own expense, participating in the group health services plan. Such participation shall be subject to the terms and conditions established by the designated carrier and Board of Education.

ARTICLE 14
SEPARABILITY

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.

ARTICLE 15
SNOW DAYS

Unit members may be required to report to work on Class II Snow Days.

Class I Snow Day - The school district is closed for all professional staff and students.

Class II Snow Days - The school district is closed for teachers and students only.

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

ARTICLE 16
DURATION OF AGREEMENT

A. 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.

B. This agreement and all its provisions shall be effective as of July 1, 2011, and shall continue in effect until June 30, 2014.

MOUNT LAUREL TOWNSHIP
BOARD OF EDUCATION

MOUNT LAUREL
ADMINISTRATORS ASSOCIATION

President

Representative

Secretary

Representative

Date: _____

Date: _____

APPENDIX A
SALARY MINIMUMS FOR ALL UNIT MEMBERS

	ELEMENTARY PRINCIPALS	ASSISTANT PRINCIPALS	MIDDLE PRINCIPAL	HARTFORD PRINCIPAL
7/11	93,500	88,000	100,000	98,000
7/12	94,500	89,000	101,000	99,000
7/13	95,500	90,000	102,000	100,000

	SUPERVISORS 12 MONTHS	SUPERVISORS 10 MONTHS	ASSISTANT PRINCIPAL 10 MONTHS
7/11	85,500	70,000	71,000
7/12	86,500	71,000	72,000
7/13	87,500	72,000	73,000

Salaries of new unit members are negotiable between the Board and the candidate as long as the entry level is at or above the minimum set forth above.

APPENDIX B
NEW TEN MONTH POSITIONS

TEN-MONTH ADMINISTRATOR POSITIONS

If the Board creates new Assistant Principalships, it may create either a 12-month or a 10-month position. If the Board does decide to create a ten month position, it shall negotiate with the Association on terms and conditions of employment.

TEN-MONTH SUPERVISOR POSITIONS

1. Should a 10-month Supervisor present (prepare, write, align or edit a curriculum), present a professional development course or be required to attend any district meetings during July or August, payment will either be at the per diem rate or a compensation day with the prior agreement of the Superintendent or designee and the employee. When supervising a curriculum committee the 10 month supervisor shall receive \$150/day in addition to their per diem rate.
2. Compensation days are limited to a total of 5 unless otherwise approved by the Superintendent or designee.
3. Position starts September 1st through June 30th.

**APPENDIX C
SALARIES**

PRINCIPALS

<u>NAME</u>	<u>BLDG</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
SEAN SWEENEY	LM	\$95,370.00	\$97,039.00	\$98,495.00
MIKE PROFICO	FW	\$109,232.00	\$111,143.00	\$112,810.00
MARY FITZGERALD	HS	\$118,711.00	\$120,788.00	\$122,600.00
STEVE BOLLAR	HF	\$110,451.00	\$112,384.00	\$114,069.00
LORI ZATAVESKI	CS	\$95,370.00	\$97,039.00	\$98,495.00
KATHLEEN HAINES *	MS	\$103,020.00	\$104,823.00	\$106,395.00
DONNA KINN	PW	\$103,720.00	\$105,535.00	\$107,118.00
GAILEN MITCHELL	SV	\$106,427.00	\$108,289.00	\$109,914.00

ASST. PRINCIPALS

<u>NAME</u>	<u>BLDG</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
CHRISTINE ROBINSON	HF	\$109,192.00	\$111,103.00	\$112,769.00
MARQUES STANARD*	HF	\$90,780.00	\$92,369.00	\$93,754.00
AYANA REED-ROBERTS	HMS	\$107,934.00	\$109,823.00	\$111,471.00
GEORGE JACKSON	HMS	\$103,587.00	\$105,400.00	\$106,981.00

SUPERVISORS

<u>NAME</u>		<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
SHEILA MILLER	HMS	\$95,006.00	\$96,668.00	\$98,118.00
KELLY GRABER	HF	\$102,214.00	\$104,003.00	\$105,563.00
ALEXIS BONAVITACOLA	SV/CS/PW	\$70,000.00	\$71,225.00	\$72,293.00
LORETTA DELCOLLO	HMS	\$106,218.00	\$108,076.00	\$109,698.00
KIMBERLY HANNIGAN*	HS/FW/LM	\$72,420.00	\$73,687.00	\$74,793.00

LONGEVITY

<u>NAME</u>		<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
DONNA KINN	PW	\$2,200.00	\$2,200.00	\$3,025.00
LORI ZATAVESKI	CS	\$2,200.00	\$2,200.00	\$2,200.00
AYANNA REED-ROBERTS	HMS	\$1,500.00	\$1,500.00	\$1,500.00
SHEILA MILLER	HMS	\$1,500.00	\$1,500.00	\$1,500.00
KELLY GRABER	HF	\$700.00	\$1,500.00	\$1,500.00
MARY FITZGERALD	HS	\$-	\$700.00	\$700.00
CHRISTINE ROBINSON	HF	\$-	\$700.00	\$700.00

APPENDIX D
ADMINISTRATORS
LONGEVITY

EXPERIENCE IN MOUNT LAUREL	LONGEVITY STIPEND
10	\$700
15	\$1,500
20	\$2,200
25	\$3,025

Longevity is defined as continuous service in the District. Approved leaves do not break service; approved unpaid leaves do not count towards the time required for longevity; and, approved paid leaves do count towards the time required for longevity. Payment begins at the start of the indicated year of service.