

APRIL 27, 2005

AGREEMENT

BETWEEN

THE MOUNT LAUREL BOARD OF EDUCATION

AND

THE MOUNT LAUREL
ADMINISTRATORS' ASSOCIATION

FOR THE PERIOD FROM JULY 1, 2005 THROUGH JUNE 30, 2008

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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. Effective July 1, 2005, this amount shall be \$3,100. Effective July 1, 2006, this amount shall be \$3,200. Effective July 1, 2007, this amount shall be \$3,300. 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. tuition reimbursement, and professional materials.

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.

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 than 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 therefrom 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 without pay shall be granted to a Supervisor who is inducted or enlists in any branch of the armed forces of the United States during a time of national conscription for a period of said induction or initial enlistment.

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.

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 \$50 per month for job-related expenses. This payment must comply with GAPP rules. These monies shall be paid in two equal installments in December and in June.

ARTICLE 10
TRAVEL

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

Whenever a supervisor'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. Supervisors 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 B.

ARTICLE 12
PAY FOR UNUSED SICK LEAVE UPON RETIREMENT

The Board shall pay to each unit member retiring from the District for each accumulated, unused sick leave day(s), to a maximum of 240 days provided that the retirement conforms to the rules and regulations of the Teacher Pension and Annuity Fund (T.P.A.F.) of New Jersey and that the administrator shall be collecting a pension. The rate paid shall be \$75 per day. Payment for accumulated or unused sick leave days will also be made to the estate of an employee.

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). 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
DISABILITY INSURANCE

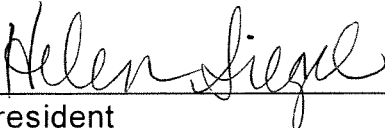
The Board will contribute a maximum of \$200 per unit member annually to a disability plan.

ARTICLE 17

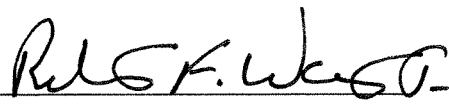
DURATION OF AGREEMENT

- 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, 2005, and shall continue in effect until June 30, 2008.

MOUNT LAUREL TOWNSHIP
BOARD OF EDUCATION



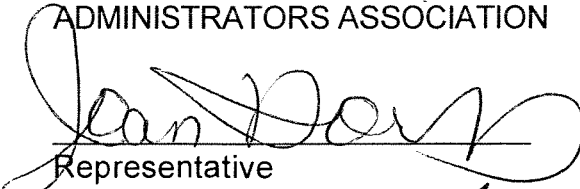
President



Secretary

Date: 4-28-2005

MOUNT LAUREL
ADMINISTRATORS ASSOCIATION



Representative



Representative

Date: 4-28-05

APPENDIX A
SALARY MINIMUMS FOR ALL UNIT MEMBERS

| | <u>ELEMENTARY PRINCIPAL</u> | <u>ASSISTANT PRINCIPAL 12 MONTHS</u> | <u>ASSISTANT PRINCIPAL 10 MONTHS</u> | <u>MIDDLE SCHOOL</u> |
|--------------|---------------------------------|--|--|----------------------|
| July 1, 2005 | \$87,500 | \$82,000 | \$60,500 | \$92,000 |
| July 1, 2006 | \$88,500 | \$83,000 | \$61,238 | \$93,000 |
| July 1, 2007 | \$89,500 | \$84,000 | \$61,976 | \$94,000 |

| | <u>HARTFORD PRINCIPAL</u> | <u>SUPERVISOR 12 MONTHS</u> | <u>SUPERVISOR 10 MONTHS</u> |
|--------------|-------------------------------|---------------------------------|---------------------------------|
| July 1, 2005 | \$90,000 | \$79,500 | \$58,655 |
| July 1, 2006 | \$91,000 | \$80,500 | \$59,393 |
| July 1, 2007 | \$92,000 | \$81,500 | \$60,131 |

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 C
BASE SALARIES

ADMINISTRATORS

| PRINCIPALS | 2005-2006 | 2006-2007 | 2007-2008 |
|------------|-----------|-----------|-----------|
| Dickerson | \$105,119 | \$109,619 | \$113,619 |
| Fitzgerald | \$93,720 | \$98,220 | \$102,220 |
| Graber | \$96,987 | \$101,487 | \$105,487 |
| Horneff | \$119,457 | \$123,957 | \$127,957 |
| Knight | \$113,532 | \$118,032 | \$122,032 |
| Lentine | \$100,822 | \$105,322 | \$109,322 |
| Smith | \$103,628 | \$108,128 | \$112,128 |
| White | \$90,000 | \$94,500 | \$98,500 |

| ASST. PRINCIPALS | 2005-2006 | 2006-2007 | 2007-2008 |
|------------------|-----------|-----------|-----------|
| Condi | \$85,400 | \$89,900 | \$93,900 |
| Gallagher | \$85,400 | \$89,900 | \$93,900 |
| Mitchell | \$88,000 | \$92,500 | \$96,500 |
| Reed | \$84,300 | \$88,800 | \$92,800 |
| Cohen | \$84,360 | \$88,860 | \$92,860 |

SUPERVISORS

| SUPERVISOR | 2005-2006 | 2006-2007 | 2007-2008 |
|------------------|-----------|-----------|-----------|
| Open | \$79,500 | \$84,000 | \$88,000 |
| Delcollo | \$82,800 | \$87,300 | \$91,300 |
| Kristen McDonald | \$79,500 | \$84,000 | \$88,000 |
| O'Keefe | \$84,360 | \$88,860 | \$92,860 |
| Rouse | \$104,204 | \$108,704 | \$112,704 |

APPENDIX D
LONGEVITY

| EXPERIENCE IN MOUNT LAUREL | LONGEVITY STIPEND |
|----------------------------|-------------------|
| | |
| 10 | \$700 |
| 15 | \$1,500 |
| 20 | \$1,750 |
| 25 | \$2,000 |

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.