

December 13, 2002

AGREEMENT

Between

THE MOUNT LAUREL BOARD OF EDUCATION

and

THE MOUNT LAUREL ADMINISTRATORS' ASSOCIATION

FOR THE PERIOD FROM

July 1, 2002 - June 30, 2005

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ARTICLE 1
RECOGNITION AGREEMENT

The Mount Laurel Board of Education hereby recognizes the Mount Laurel Township Administrators' Association as the representative for negotiations concerning terms and conditions of employment for all principals and assistant principals, 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.

ARTICLE 2
NEGOTIATION PROCEDURE

- A. The Mount Laurel Board of Education agrees to negotiate terms and conditions of employment with the Mount Laurel Township Administrators' Association.
- B. The Mount Laurel Township Administrators' Association and the Board of Education recognize that a majority of the Board and administrators must ratify all agreements reached.
- C. Negotiations will commence no earlier than October 15 and no later than November 14 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 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 administrators.

C. Procedures

1. Filing a Grievance

An administrator with a complaint shall meet with the Assistant Superintendent with the objective of resolving the matter informally. This meeting must take place within fifteen (15) employee work days of the alleged complaint.

2. Level One--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 Two--Superintendent

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

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 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 II or Level III.
- 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 and Three 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 administrators, 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

An amount not to exceed \$2,800 annually will be allowed each MLAA member covered in this agreement for 2002-2003 for expenses incurred for the purpose of attending relevant professional meetings, workshops, and conventions. This amount shall be \$2,900 effective July 1, 2003 and \$3,000 effective July 1, 2004. 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.

Any unused monies which have been allocated will be pooled. Individual administrators may apply to the Superintendent for reimbursement of approved expenses incurred in excess of the amount allocated each administrator. Application must be made, in writing by June 1 of each contract year. Any

monies unused as of June 30 of each contract year will not be carried over into the next year and claims for reimbursement will not be accepted. If requests for reimbursement exceed remaining pooled monies, expenses will be reimbursed in equal percentages to each member making a request.

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 for his 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.

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
SICK LEAVE AND VACATIONS

A. Sick Leave

1. All twelve month administrators will have twelve (12) sick days each year. All ten (10) month administrators 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

Vacation is governed by Board Policy 3433.

ARTICLE 6
COMPLAINT PROCEDURE

Complaints regarding an administrator made by any member of the Board, Superintendent, teacher, parent, student, or other person shall be brought to the attention of the administrator 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 administrator shall be permitted to respond in writing to any complaint which is to remain on file. The administrator's response must be received within ten (10) days of the time when the administrator was informed of the complaint.

ARTICLE 7
CONTINUING BENEFITS

Nothing in this agreement shall be interpreted and/or applied as to eliminate, reduce, or otherwise detract from any existing professional staff benefit.

ARTICLE 8
JOB-RELATED EXPENSES

Each unit member shall receive \$50 per month for job-related expenses. This payment must comply with GAPP rules.

ARTICLE 9
SALARIES

- A. Persons covered by this agreement shall be paid consistent with the terms of Appendix A. Specific salaries for each employee covered by this agreement are contained in Appendix B.
- B. Effective with ratification of this Memorandum of Agreement, the parties shall appoint an equal number of representatives to a committee. That committee shall meet, as necessary, to investigate options with respect to a performance-based compensation plan covering all unit members. The committee shall issue a report to the respective parties by May 1, 2003. By its agreement to the

establishment of this committee, neither party concedes any of the negotiations rights its may possess under law.

ARTICLE 10
SICK LEAVE RETIREMENT PAY

The Board shall pay to each administrator retiring from the Mount Laurel School 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 \$52.70 per day effective July 1, 2002. It shall be \$55.50 per day effective July 1, 2003. Payment for accumulated or unused sick leave days will also be made to the estate of an employee.

ARTICLE 11
HOSPITAL/MEDICAL AND DENTAL INSURANCE

A. Health Care Insurance

Administrators 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 administrators. Administrators 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

Members 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 12
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 13
SNOW DAYS

Administrators 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 14
DISABILITY INSURANCE

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

ARTICLE 15
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, 2002, and shall continue in effect until June 30, 2005.

MOUNT LAUREL TOWNSHIP
BOARD OF EDUCATION

MOUNT LAUREL
ADMINISTRATORS' ASSOCIATION

President

Representative

Secretary

Representative

Date:_____

Date:_____

APPENDIX A
SALARY MINIMUMS

TWELVE-MONTH POSITIONS

<u>EFFECTIVE DATE</u>	<u>ELEMENTARY</u>	<u>ASSISTANT 12 MONTHS</u>	<u>ASSISTANT 10 MONTHS</u>	<u>MIDDLE SCHOOL</u>
July 1, 2002	\$80,000	\$75,000	\$62,500	\$85,000
July 1, 2003	\$82,500	\$77,500	\$64,375	\$87,500

TEN-MONTH POSITIONS

If the Board creates new Assistant Principalships beyond the three the District had as of January 26, 1999, 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.

ALL POSITIONS

Salaries of new personnel 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
SALARIES

ADMINISTRATOR	2002-2003	2003-2004	2004-2005
Linda Dickerson	92,567	97,460	101,319
Joan Horneff	106,197	111,447	115,857
Carol Lentine	87,932	92,329	96,022
John Lichtenberg	105,000	110,250	114,660
Robert Smith	90,502	95,027	98,828
Dorie Tchourumoff	86,182	90,491	94,111
George Wacker	95,000	99,750	103,740
Michael Zorfass	107,197	112,497	116,949
Tonya Davenport	81,182	85,241	88,641
Kelly Graber	81,182	85,241	88,641
Frank Vogel	81,182	85,241	88,641
Alisa Whitcraft	81,182	85,241	88,641

The salaries delineated above include all applicable longevity and increments.

LONGEVITY

<u>Experience in Mount Laurel</u>	<u>Amount</u>
10	\$500.00
15	\$700.00
20	\$1000.00
25	\$1200.00

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.