

AGREEMENT BETWEEN

**BOARD OF EDUCATION
Borough of Haddon Heights
New Jersey**

and

HADDON HEIGHTS PRINCIPALS AND SUPERVISORS ASSOCIATION

July 1, 2005

THROUGH

June 30, 2008

Preamble

*This Agreement entered into this 11th day of May, 2005
by and between the
Board of Education, the Borough of Haddon Heights New Jersey
hereinafter called the "Board"
and
the Haddon Heights Principals and Supervisors Association
hereinafter called the "Association"*

TABLE OF CONTENTS

ARTICLE		PAGE
I	RECOGNITION.....	1
II	NEGOTIATION PROCEDURES	1
III	USE OF AUTOMOBILE.....	2
IV	SALARIES.....	2
V	HEALTH SERVICES.....	2
VI	PROFESSIONAL DEVELOPMENT..	3
VII	LEAVES OF ABSENCE	4
VIII	DEDUCTIONS FROM SALARY	11
IX	MISCELLANEOUS PROVISIONS.....	11
X	GRIEVANCE PROCEDURES.....	11
XI	DURATION OF AGREEMENT.....	15
	SCHEDULE A.....	16

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the majority representative pursuant to the provision of the "New Jersey Employer-Employee Relations Act," for Principals, Vice Principals, Director of Special Education, Athletic Director, Supervisor of Curriculum and Instruction and Director of Guidance.

B. Unless otherwise indicated, the term "Administrators," when used hereinafter in this Agreement, shall refer to all employees of the Board represented by the Association in the negotiating unit above defined.

C. The Board agrees not to negotiate concerning terms and conditions of employment of the employees identified in Article I-A hereof with any organization other than the Association for the duration of the agreement.

ARTICLE II

NEGOTIATION PROCEDURES

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, P.L. of 1974.

B. The Association shall send a letter of intent to negotiate to the Board of Education on or before October 15. The first meeting between the Board and the Association will be held no later than December 15 of the calendar year preceding the calendar year in which this agreement expires.

C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. 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.

ARTICLE III

USE OF AUTOMOBILE

A. Automobile Insurance. Whenever an employee's vehicle is damaged in a collision, accident or through vandalism that occurs in the course of the authorized use of the vehicle for school purposes, the district shall reimburse the employee only the deductible portion of the employee's automobile insurance coverage, up to a maximum of \$500.00.

Employees who use their cars for school business must have their vehicle insured in the amounts statutorily required by the State of New Jersey

B. Travel Payment. A rate equal to the maximum allowed by the IRS regulations will be paid administrators who are required to use their personal automobiles for authorized travel.

ARTICLE IV

SALARIES

A. The salaries of all administrators covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

B. Administrators employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

C. Checks will be available or mailed to administrators employed on a ten (10) month basis no later than the last day of June.

D. A summer pay plan shall be available to all personnel.

E. Direct deposit of pay checks shall be available to all personnel

ARTICLE V

HEALTH SERVICES

A. The Board of Education, for the duration of the contract, will pay for point of service coverage provided by Horizon Blue Cross/Blue Shield at the rate of 100% or equivalent plan/coverage mutually investigated and agreed upon. Employees represented by the Association will qualify for health benefits by working a minimum of 30 hours per week. If an employee elects a medical insurance plan other than the point of service plan, the employee shall be responsible for the payment of the difference between the two premiums. This shall be collected by the Board of Education through payroll deduction pro-rated per pay period. Both Direct Access and PPO plans currently administered by Horizon Blue Cross/Blue Shield of New Jersey, or any other plan/coverage mutually investigated and agreed upon by the Board of Education, will include the following benefit levels for the duration of the contract:

In-network co-pay \$10.00

- Out of network deductible - \$250.00 individual/\$500.00 family
- Out of pocket Coinsurance Charge Limit - \$5000 individual/\$10,000 family

B. The Board of Education, for the duration of the contract, will reimburse for family coverage of dental work, in accordance with the guidelines/procedures in the dental agreement developed jointly by the Board of Education and the HHEA. This agreement will be self-sustaining and the amount to be reimbursed is in accordance with the provision of said Agreement.

C. The Board of Education, for the duration of the contract, shall support a prescription agreement in accordance with the guidelines and procedures developed jointly by the Board of Education and the HHEA. The \$200.00 reimbursement for unpaid prescriptions/glasses shall be forfeited.

ARTICLE VI

PROFESSIONAL DEVELOPMENT

TUITION. The Board of Education will refund to administrators the tuition cost of in-service college courses taken under the following conditions:

A. Prior to taking any course, that course must be approved by the Superintendent, by the submission of the tuition reimbursement form.

B. The course may be at either the graduate or undergraduate level of credit, provided the course is not essentially a repetition of one previously taken.

C. The course must be in, or closely related to, a subject area in which the administrator is already fully certified, unless it is a graduate course in the area of administration and/or supervision.

D. The course must have been taken while the administrator was in the employ of the board.

E. Administrators who take college courses for credit while in the employ of the Board shall have the transcripts of credit recorded in their files in the Superintendent's office.

Professional Development. The Board of Education will refund to administrators the cost of local, state, and national conferences under the following conditions:

A. Prior to attending any conference, that conference must be approved by the Superintendent, by the submission of the professional workshop request form.

B. The conference must be attended while the administrator was in the employ of the board.

Tuition and Professional Development Reimbursement and Professional Dues. Each contract year the board shall reimburse each administrator for the cost of tuition, course textbooks, student fees, and/or local, state and national conference expenses and/or Professional Dues to a maximum of \$2800.00. Upon approval from and at the discretion of the Superintendent and after May 1 of each fiscal year, an administrator may share a portion of his/her unused \$2800.00 reimbursement allocation for tuition/professional development and professional dues costs with another administrator in the district. Administrators seeking to borrow from another administrator's allocation shall submit their request. All such requests must provide an explanation as how the professional development experience relates to the administrator's Professional Growth Plan. If the Superintendent denies the request, then the administrator shall reimburse the district for any tuition/professional development and professional dues costs above \$2800.00 for that fiscal year.

ARTICLE VII LEAVES OF ABSENCE

A. Sick Leave. All administrators under contract shall be entitled to ten (10) days sick leave if employed on a ten (10) month basis and twelve (12) days sick leave if employed on a twelve (12) month basis each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

Whenever an administrator's absence due to personal illness exceeds the annual sick leave and accumulated sick leave days, the Board of Education may, in its discretion, permit additional days for an extended illness on a case by case basis during which time the cost of employing a substitute will be deducted from the administrator's salary in accordance with N.J.S.A. 18A:3-6. In the case of employees whose term of employment is, for any reason, less than a full school year, the sick leave entitlement may be granted in the discretion of the Board of Education which shall be calculated at one (1) day per month or major fraction of a month of actual employment.

An administrator, employed prior to July 1, 1997 who has five (5) years of service in the district as an administrator and who retires from the school district under the provisions of a TPAF retirement, shall be reimbursed \$50.00 per day up to a maximum of 150 days, in the year of retirement for unused sick days accumulated while an employee of this district. An administrator employed after July 1, 1997 who has fifteen (15) years of service in the district as an administrator and who retires from the school district under the provisions of TPAF retirement, shall be reimbursed \$50.00 per day up to a maximum of 150 days, in the year of retirement for unused sick days accumulated while an employee of this district.

In the event of the death of an eligible employee before retirement, the payment would be made to the employee's estate or specified beneficiary.

B. Personal Leave of Absence. The Board realizes that emergencies other than illness occasionally make it necessary for administrators to be absent from school. The Board establishes the following list as maximum days administrators may be absent for other acceptable reasons during a school year and is therefore not accumulative.

(1) An allowance of up to five (5) days' leave shall be granted for the death of a father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, maternal/paternal grandparents. This leave shall be consecutive and commence no later than the day following the death without prior approval of the Superintendent or within ninety (90) days of death with prior approval of the Superintendent.

(2) An allowance of up to three (3) days' leave shall be granted for the death of another relative. This leave shall be consecutive and commence no later than the day following the death without prior approval of the Superintendent or within thirty (30) days of death with prior approval of the Superintendent.

(3) An allowance of up to three (3) days' leave may be granted for illness of spouse or dependent child or serious illness of father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, Maternal/Paternal grandparents.

(4) Leave will be granted for the full time that an administrator participates in jury duty.

(5) An allowance of up to three (3) days' leave with prior approval by the Superintendent shall be granted for reasons of a personal nature. These days are for personal business which cannot be handled outside of school hours. All unused personal days shall be converted to sick days at the conclusion of the school year.

(6) Educational leave may be granted with prior approval of the Superintendent for:

- (a) Attendance at conferences for professional improvement.
- (b) Representing the Haddon Heights School District and/or teaching profession at civic, public or educational meetings.
- (c) Visiting other schools for self-improvement.
- (d) Serving on evaluation committees.

For the protection of the employees and for proper payroll accounting and audit, every absence must be accounted for in writing and reported to the Superintendent on the proper form.

Absences not covered by any of the above provisions will cause salary reductions at the rate of 1/200th for each day's absence for 10 month employees and 1/240th for each day's absence for 12 month employees.

C. Maternity Leave/Parental Leave

(1) A pregnant administrator may apply for a leave of absence. Upon request, such leave shall be granted prior to the anticipated date of birth and may continue for a reasonable period of time to a specific date following birth as set forth herein or in accordance with Board policy. A pregnant administrator shall be entitled to use sick leave pursuant to the provisions of the negotiated agreement and in accordance with The Family Leave Act for pregnancy related illness or disability.

Any leave of absence granted hereunder shall be without pay or benefits unless such pay and/or benefits are specifically provided in this Article or the Family Leave Act for pregnancy related illness or disability.

Maternity leave shall be subject to the following conditions:

(a) An administrator shall notify the Superintendent of her pregnancy as soon as it is medically confirmed but not later than 120 days before the anticipated date of birth.

(b) A request for maternity leave shall include a statement from the physician confirming the pregnancy and anticipated date of birth. The request shall also state whether the leave requested is without pay and/or benefits; sick leave for maternity related disability or illness; or pursuant to the Family Leave Act.

(c) An administrator is entitled to use sick leave for pregnancy related illness or disability for the time period which shall not commence prior to twenty (20) days before the anticipated date of birth and shall terminate no later than twenty (20) days subsequent to the date of birth. If an administrator has insufficient sick leave to cover the period prior to twenty (20) days before through twenty (20) days subsequent to the date of birth, then the leave shall be without pay or benefits unless contrary to the Family Leave Act.

(d) Any administrator seeking a leave of absence hereunder shall apply to the Board for said leave to begin at any time prior to birth. At the time of application, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board will require a certificate from a physician in support of the requested leave dates. The physician's certificate is subject to agreement by the Board's physician.

Where medical opinion is supportive of leave dates requested, such leave will be granted, except that the Board may change the requested dates upon finding that the granting of a leave for those dates would interfere with educational continuity and provided that such date change by the Board is not medically contra-indicated.

The commencement or termination of such dates may be further extended or reduced for medical reasons upon application to the Board. The Board will require a certificate from a physician in support of this request. The physician's certificate is subject to agreement by the Board's physician.

Such extension or reduction will be granted for a reasonable period of time except that the Board may change the requested date upon finding that such extension or reduction would interfere with educational continuity and that such date change by the Board is not medically contraindicated.

(e) Unless a different date is specifically permitted under this Article or the Family Leave Act, the termination date of a leave of absence hereunder shall be September 1st or the beginning of the second semester only. Notification of intent to return from Maternity Leave, or resignation, shall be made in writing to the Superintendent of Schools sixty (60) days prior to the scheduled termination of the leave of absence. Administrators returning to employment in September shall give notice to the Superintendent no later than April 15th prior thereto. Failure to notify of intent to return as specified herein will be deemed a waiver by the administrator of her right to return to duty.

(f) After the fifth month of pregnancy, the administrator shall furnish the Superintendent, every thirty (30) days, with a certificate from her attending obstetrician or gynecologist, stating that she is physically capable of performing the duties of her position.

(g) A statement from a physician certifying that the administrator is physically able to return to duty shall be furnished to the Board before an administrator is permitted to return from maternity leave.

(h) Notwithstanding the language herein, a request for a finding that the administrator'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 may require the administrator to submit to a medical examination by a physician selected by the Board. The Board shall, upon recommendation of the Superintendent and within its discretion, make a determination as to the ability of the administrator to perform her duties.

(i) Notwithstanding the language herein, a request for a finding by a principal or other administrator that the administrator's condition after return from childbirth or pregnancy related illness or disability interferes with the performance of her duties shall be documented in writing and referred through the Superintendent to the Board of Education. The Board may require the administrator to submit to a medical examination by a physician selected by the Board. The Board shall, upon recommendation of the Superintendent and within its discretion, make a determination as to the ability of the administrator to perform her duties.

(j) Any leave of absence granted a non-tenured (probationary) administrator hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.

(k) Except as provided herein, no administrator shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.

(l) Time spent on maternity leave shall not count towards fulfillment of time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority or leave accrual of any sort.

(m) All benefits to which administrators were entitled at the time the leave hereunder commenced and which are still available to administrators at time of return, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to administrators returning from leave hereunder and they shall be assured their original position or similar position within their area of interests, abilities and training following completion of leave hereunder, provided they satisfy the Superintendent of Schools of their interest to return prior to February 1st.

(2) A tenured administrator may request a parental leave of absence. Any leave of absence granted hereunder shall be without pay and/or benefits unless such pay and/or benefits are specifically provided in this Article or the Family Leave Act. Parental leave of absence is limited to the following circumstances and conditions:

(a) Any tenured administrator who adopts an infant may receive a leave without pay and/or benefits for up to one year for the purpose of caring for the infant. The leave shall commence upon receiving de facto custody of the infant or sooner if necessary to fulfill the requirements for the adoption.

(b) Any tenured administrator may receive a leave without pay and/or benefits for up to one year for a serious, chronic illness of a child, spouse or dependent parent or dependent sibling.

(c) Any tenured administrator who becomes a biological parent may receive a leave without pay and/or benefits of up to one year for the purpose of caring for the infant.

(d) The Board reserves the right to set the term of the leave requested hereunder within reasonable limits in the best interest of the schools.

(e) An administrator shall notify the Superintendent of his/her request for leave hereunder no later than 120 days before the anticipated start of such leave.

(f) Time spent on parental leave shall not count towards fulfillment of time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority or leave accrual of any sort.

(g) All benefits to which administrators were entitled at the time the leave hereunder commenced and which are still available to administrators at time of return, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to

administrators returning from leave hereunder; and they shall be assured their original position or similar position within their area of interests, abilities and training following completion of leave hereunder, provided they satisfy the Superintendent of Schools of their interest to return prior to February 1st.

D. Extended Leaves of Absence. Occasionally, it is necessary for administrators to be absent for long periods of time, generally as a result of emergencies or other circumstances beyond the control of the administrator. Extended leaves may be granted for the following circumstances and with the following conditions:

(1) Leave for military reasons, up to ninety (90) days will be granted by the Board as ordered by action of the Adjutant General's Office to any regular employee who is a duly qualified member of the reserved components of the armed forces and who is called into temporary active duty, provided such obligation cannot be fulfilled on days when work is not scheduled. During leave for military reasons, employees shall receive their regular salary in addition to any salary that they receive from the state or federal government. Tenure, pension, and other employment rights of employees who shall enter active military service shall be protected as set forth in Title 18A:6-33 et seq. And the Public Laws of 1944 Chapter 226 as amended.

(2) Other leaves of absence, without pay and benefits, may be granted by the Board which, in its opinion, are for good reasons.

(3) Any leave of absence granted a non-tenured (probationary) administrator hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.

(4) All benefits to which administrators are entitled at the time the leave hereunder commenced and which are still available to administrators at time of return, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to administrators returning from leave hereunder; and they shall be assured their original position or similar position within their area of interests, abilities and training following completion of leave hereunder, provided they satisfy the Superintendent of Schools of their interest to return prior to February 1st.

E. Sabbatical Leave of Absence. Upon recommendation of the Superintendent of Schools, an educational sabbatical leave may be granted to a certified member of the staff, within his/her field of study, by the Board subject to the following conditions:

(1) Requests for sabbatical leave must be received by the Superintendent, in writing, in such form as may be required by the Superintendent. Such requests must be in the hands of the Superintendent no later than October 31st of the fiscal year preceding the school year for which the sabbatical leave is requested.

(2) The applicant must have completed at least eight (8) consecutive full school years of service in the school district of Haddon Heights.

(3) Payment for sabbatical leave is granted on the following basis:

(a) One-half (1/2) of the annual contracted salary will be granted for a full year's leave for study.*

(b) One-fourth (1/4) of the annual contracted salary will be granted for one (1) semester, one-half (1/2) year of study.

(4) The beneficiary will agree to return to the school district of Haddon Heights for four (4) full years of employment on the appropriate salary level following the leave except in the event of the death or serious illness of the beneficiary. If the beneficiary of the sabbatical leave does not fulfill the return agreement to the school district of Haddon Heights, the beneficiary will be obligated to reimburse the Board of Education for the salary received during the sabbatical leave although service credit will be granted according to the following plan:

% of salary to be reimbursed to the Board of Education:

Leaving before

2 full years' service	100% of salary received
3 full years' service	40% of salary received
4 full years' service	20% of salary received

*Two (2) semesters of schooling

(5) To the extent feasible, with due regard for the interests of the school program, administrators returning to work after a sabbatical leave shall be offered the same or a similar position.

(6) Upon the recommendation of the Superintendent, the Board will grant no more than one (1) sabbatical leave per year.

(7) Any staff member is entitled to only one (1) sabbatical leave during his/her tenure in the Haddon Heights School District. A second sabbatical may be granted only for an individual matriculating in a doctoral program.

F. Vacation

(1) All association members are entitled to four weeks vacation, of which one week may be taken during the school year. For an administrator that has not completed one full year in the district, vacation time will be prorated accordingly.

(2) In the event of the death of an administrator, payment due for unused vacation days shall be made to the estate of the deceased administrator.

ARTICLE VIII

DEDUCTIONS FROM SALARY

Authorized payroll deductions from salary may be made for any of the following reasons:

- A. Contribution to tax sheltered annuity programs determined by the Board and Association, as authorized by the employee.
- B. The Washington National Insurance Company.
- C. The annual dues for the Haddon Heights Principals and Supervisors Association as said administrators individually and voluntarily authorize the Board to deduct.
- D. Employee contributions to credit union programs determined by the Board and Association, as authorized by the employee.

ARTICLE IX

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination against any administrator.
- B. If any provision of this Agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of the provision not voided shall continue to be in full force and effect.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all administrators employed by the Board.

ARTICLE X

GRIEVANCE PROCEDURE

- A. Definition. A "grievance" shall mean a complaint by an employee or group of employees that there has been to him/her or them, or to the Association an inequitable, improper, or unjust application, interpretation, or violation of Board policy, this Agreement, or an administrative decision.
- B. Purpose. The purpose of this procedure is to provide a means for those employees covered by this contract to process complaints. It is agreed that these proceedings will be kept confidential.

C. Procedure:

(1) The number of days indicated at each level of the grievance procedure shall be considered as a maximum and the parties shall attempt to expedite the process wherever possible.

(2) In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement of the parties.

(3) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

(4) It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable regulations of the Board until such grievance and any effect thereof shall have been duly determined.

(5) A grievance to be considered under the procedure must be initiated by the grievant (the employee or the Association) within fourteen (14) calendar days from the time when the grievant knew of its occurrence.

(6) The grievant shall initiate the grievance by first discussing it with the principal (or immediate superior or coordinator, if applicable) in an attempt to resolve the matter, informally, at that level.

(7) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within fourteen (14) calendar days, the administrator and his/her representative shall set forth the grievance in writing, within fourteen (14) calendar days, to the immediate superior, specifying:

- (a) The nature of the grievance.
- (b) The nature and extent of the injury or loss.
- (c) The results of previous discussions.
- (d) The dissatisfaction with decisions previously rendered.

The immediate superior shall communicate the decision to the employee in writing within fourteen (14) calendar days of receipt of the written grievance.

(8) The employee grievant, no later than fourteen (14) calendar days after receipt of the decision of the principal or other immediate supervisor, may appeal the decision to the Superintendent of Schools. A copy of the written grievance and written decision shall be properly referred to the Association at each step of the grievance procedure.

(9) The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days from the receipt of the appeal. The Superintendent shall communicate the decision in writing to the employee grievant, to the Association, and to the principal or other immediate superior.

(10) If the grievance is not resolved to the grievant's satisfaction, the grievant, not later than fourteen (14) calendar days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance. Except for:

(a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

(b) A complaint of a non-tenured administrator which arises by reason of not being reemployed; or

(c) A complaint by any certificated personnel occasioned by appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required.

The Board, at its option, shall hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within fourteen (14) calendar days of receipt of the appeal, or if a hearing is granted, within fourteen (14) calendar days of the date of the hearing. The referred to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.

(11) If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and grievant wishes review by a third party, grievant shall so notify the Association within fourteen (14) calendar days of receipt of the Board's decision. If the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within fourteen (14) calendar days of receipt of the Board's decision. The Board and Association shall attempt to select a mutually acceptable arbitrator.

(12) (a) The following procedure will be used to secure the services of an arbitrator:

(1) A joint request by the Association and the Board will be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrators in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine within fourteen (14) calendar days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory.

(13) If, in the judgment of the Association, a grievance affects a group or class of administrators, the Association may submit such grievance in writing to the Superintendent directly, in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The Association may process such grievance through all levels of the grievance procedure.

D. Costs. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. In the event an arbitrator's fee is incurred due to a cancellation of an arbitration hearing, the party who canceled the hearing shall be liable for the full fee for that canceled hearing.

E. Rights of Administrators to Representation

(1) Any aggrieved person may be represented at all stages of the grievance procedure by themselves, or, at his/her option, by the Association, by a representative selected or approved by the Association.

(2) When an administrator is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

(3) The Board and Association agree that no reprisals of any kind shall be taken by the Board or the Association or their agents against any participant in the grievance procedure by reason of such participation.

(4) 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.

(5) All meetings and hearings under this procedure shall be considered private, shall be held after school hours and include only those individuals as specified in the contract or those who may be required by the Board/Association.

(6) A representative of the Association shall have the right to be present and speak at all grievance hearings at levels 3 and 4 of the grievance.

F. Grievance Forms: Forms for the grievance procedure shall be satisfied by a signed, dated and numbered memorandum or letter.

ARTICLE XI

DURATION OR AGREEMENT

A. This agreement shall be in effect as of July 1, 2005 and shall continue in effect until midnight June 30, 2008. This agreement shall not be extended by written or oral agreement, and it is expressly understood that it shall expire on the date indicated.

B. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

BOARD OF EDUCATION
BOROUGH OF HADDON HEIGHTS
NEW JERSEY

Mary Stultman
Secretary

By: Barbara P. Powell
President

6/14/05
Date

ATTEST:

HADDON HEIGHTS PRINCIPALS
AND SUPERVISORS ASSOCIATION

Mary A. Powell
Secretary

By: [Signature]
President

5-16-05
Date

SCHEDULE A

	05-06	06-07	07-08
Gail Avicolti	85,109	89,365	93,833
Dave Chando	80,474	84,498	88,723
Joseph Cramp	69,977	73,476	77,150
Randy Hepler	81,463	85,536	89,813
Jane McGovern	85,109	89,365	93,833
Nanci Paparo	101,189	106,249	111,561
David Sandowich	106,380	111,699	117,284
Mary Warren	82,376	86,495	90,820