



## **LABOR AGREEMENT**

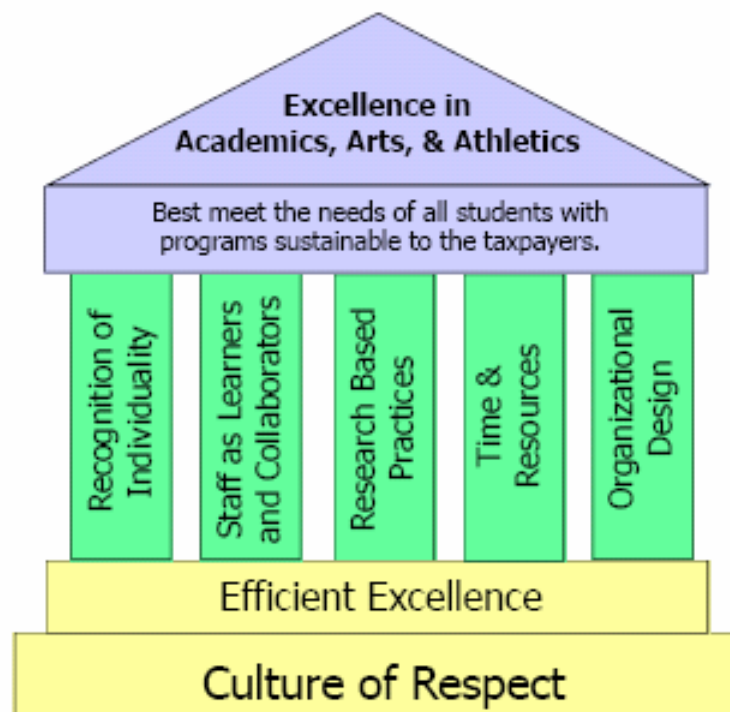
By and Between the

Moorestown Board of Education

and the

Moorestown Administrators Association

July 1, 2005 through June 30, 2008



**MOORESTOWN ADMINISTRATORS ASSOCIATION  
CONTRACT July 1, 2005 – June 30, 2008**

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**MOORESTOWN ADMINISTRATORS ASSOCIATION  
CONTRACT July 1, 2005 – June 30, 2008**

**PREFACE**

This contract is the result of many months of collaboration between the dedicated teams representing the Moorestown Township Board of Education and Moorestown Administrators Association.

There were two main goals of this contract. The first goal was to find a way to combine into a single contract what were Unit A and Unit B of the Association that had two separate contract styles. The second goal was to boldly step into new approaches to compensation and benefits that are influenced by performance and results aligned with the school district's mission.

In an effort to enhance clarity, every Article of this contract begins with a “**Goal & Perspective**” statement. Goal & Perspective statements also appear prior to a few sub-paragraphs where the agreed upon concepts might be new or significantly different than prior contracts. In all cases these statements are an effort to explain the intention behind any “legal” language.

Additionally, we have taken this opportunity to reorganize the contract to make it more readable. The Articles appear in a more logical fashion. A number of sections were completely rewritten, though the details remain unchanged.

This contract, though not perfect, is the result of demonstrated willingness to seek areas of agreement while at the same time respecting each organization's ultimate role and goal in the negotiation process.

**MOORESTOWN ADMINISTRATORS ASSOCIATION  
CONTRACT July 1, 2005 – June 30, 2008**

**ARTICLE I**

**Recognition Agreement**

**Goal & Perspective:** *It is important to be clear about who is included in the Association. At the same time the definition must be flexible enough to add positions to the district and therefore possibly to the membership as the organization grows and changes. This contract affects only those who are members of the Association.*

A. Membership

In accordance with Chapter 123, Public Laws of 1974, the Moorestown Township Board of Education, (the "Board") hereby recognizes the Moorestown Administrators Association (the "Association") as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for the certificated tenure eligible administrative personnel employed by the Board including: PRINCIPALS, ASSISTANT PRINCIPALS, SUPERVISORS, DIRECTOR of Special Education & Student Services, and DIRECTOR of Information Analysis & Learning Development.

Membership shall not include the Superintendent of Schools, (hereinafter called the "Superintendent"), any Assistant Superintendent of Schools, the School Business Administrator, or the School Personnel Administrator, or any other non-affiliated non-tenure eligible district employee.

B. Definition

Unless otherwise indicated, the term "Administrator" when used hereinafter in this agreement, shall refer to all certificated professional employees in this unit represented by the Association. The Administrator's primary role is managerial in nature.

C. Service Credit

The accumulated years of service credited to this school district on behalf of each Administrator is carried forward from the immediate prior contract (Unit A and/or Unit B).

## ARTICLE II

### Negotiation Procedure

**Goal & Perspective:** *The people involved (and those they represent) understand that compromise involves listening to the needs and perspectives of each side and then working together to create an understanding that can be supported by those who will be guided and affected by this contract. Negotiation can be a very formal process as outlined below. It is also possible to decide to negotiate in a less formal way. It will be left up to the parties to agree on the process. In the absence of any alternative process, the steps below will act as guidelines.*

#### A. Good Faith Negotiations

The Association and the Board agree to enter into negotiations concerning a "Collective Bargaining Agreement" (herein and hereafter referred to as Agreement) in accordance with Chapter 123, Public Laws of 1974, in good faith, concerning the terms and conditions of employment. Negotiations shall commence according to the procedure set forth in the New Jersey Administrative Code 19:12:2.1(a). Any agreement so negotiated shall apply to members of the negotiating unit, be reduced to writing and be signed by the Board and the Association.

#### B. Conduct

During Negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. The Board shall make available upon request to the Association for inspection all pertinent public records of the Moorestown School District.

Each party shall appoint a negotiation team.

1. The negotiators shall be responsible to meet at reasonable times and negotiate in good faith until a "Collective Bargaining Agreement" is reached. Dates for meetings shall be determined by agreement.
2. The parties shall agree, at the end of each negotiations session, on the topics they wish to discuss at the next session.
3. All meetings shall be scheduled to take place when negotiators are available and are free from assigned duties. If mediation and fact-finding meetings are scheduled by the Public Employment Relations Commission during the assigned school workday, negotiators shall be

free from assigned duties on that workday without loss of pay.

4. Negotiation sessions shall be fewer than three (3) hours in length unless it has been mutually agreed to lengthen the session when the meeting is scheduled.

C. Guidelines

1. The Board agrees to negotiate with the Association so long as the Association represents the majority of the administrators in the unit.
2. New proposals suggested after the date set by New Jersey Administrative Code 19:12:2.1(a) must be placed under negotiations in a succeeding negotiations year, unless both parties agree in writing to reopen the proposal submitted.
3. Amendments to the proposal may be made and included in the final agreement when submitted in writing, agreed to by both parties for negotiation, negotiated, and settled.
4. The "Negotiation Procedure" may be modified in whole or in part when both parties agree in writing to a change in procedure. The new procedure will take effect in a subsequent fiscal year.

## ARTICLE III

### Association Rights and Privileges

**Goal & Perspective:** *The Association plays an important role in the leadership of the school district. One important aspect of that role is ensuring that information is conveyed accurately and timely to all Association members. Likewise, it is expected that the Association will represent the concerns of its members accurately.*

#### A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time such information concerning the district's finances, register of certificated personnel, minutes of Board meetings, names and addresses of all Administrators and any information, which is in the public domain. Materials the Board determines to be costly to collect or reproduce shall be made available to the Association upon payment of the cost to collect or reproduce.

#### B. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Administrators, and to no other organization.

#### C. Representation Fee

1. At the Association's written request for each member of the bargaining unit who is not a member of the Association, the Board shall deduct a representation fee equal to 85% of the regular dues and assessments charged by the Association to its members from the regular checks of any non-member.
2. Such deduction shall commence only after the Association has notified the Board of its regular dues and assessments and the name of each non-member for which it wishes a deduction to be made and within thirty (30) workdays of such notification to the Board.
3. The Board shall transfer all funds so deducted to the Association within thirty (30) workdays of such deduction.
4. The Association shall hold and save the Board harmless from any legal action, whether civil or criminal, judicial or administrative taken by any individual as a result of Board acts or omissions pursuant to this provision.

5. This provision shall have no force or effect until the Board receives notification in writing from the Association of its intent to solicit fees from its members and non-members.



## ARTICLE IV

### Administrator Rights

**Goal & Perspective:** *Creating a safe productive environment in which we all work together is important. We all share a common commitment to support one another while acknowledging each others' unique backgrounds, gifts and talents. Further, it is our shared understanding that as employees of the District, the Board and the Association are subject to all state and federal laws that protect employees from discrimination. We believe that all employees and applicants should be treated equally without regard to race, color, religion, sex, national origin, age, disability, or status in any group protected by federal, state or local law.*

#### A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Law 1974, the Board hereby agrees that every Administrator shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations. The Board shall not discriminate against any Administrator with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association.

#### B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any Administrator such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

#### C. New Jersey Open Public Meetings Act

The parties acknowledge that the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 through 10:4-21, as amended, grants certain rights concerning Board business matters to the public and, at the same time, provides privacy rights for the Administrators. Specifically, the parties agree that there shall be no public discussion of the performance of any administrator under this Agreement unless the express terms of N.J.S.A. 10:4-12b (8) have been satisfied. It is understood and agreed by the parties that provision of law requires the exclusion of the public from a portion of any meeting at which the Board would discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of, promotion or disciplining of any administrator unless each individual

administrator whose rights could be adversely affected by such discussion requests in writing prior to the meeting that the discussion be held in public. Additionally, the parties agree that pursuant to N.J.S.A. 10:4-14 no minutes or record of any such discussion shall be made available to the public in any manner that is inconsistent with N.J.S.A. 10:4-12b (8).

D. Nondiscrimination

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of administrators, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

Administrators shall be entitled to full rights of citizenship, and no religious or political activities of any administrator or the lack thereof shall be grounds for any such discipline or discrimination with respect to the professional employment of such administrator, providing said activities do not violate any local, state, or federal law.

E. Just Cause Provision

No Administrator shall be disciplined or reduced in rank or compensation without just cause. This statement shall not extend to renewal or non-renewal of non-tenure employee contracts. The rights of Administrators or the Board under Title 18A shall not be abridged or modified by the above statement.

F. Safe and Non-hostile Work Environment

No administrator shall be reprimanded in front of peers, teachers, parents, or students when there is a reasonable or practical alternative manner in which to present the reprimand.

## ARTICLE V

### Management Rights

**Goal & Perspective:** *The Board members are the elected representatives of the community and are given ultimate responsibility for setting the policy and direction of the school district.*

Except as limited by the provisions of the Agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and all other functions exercised by boards of education in the management of the affairs of the school district.

## ARTICLE VI

### Compensation: Salary

**Goal & Perspective:** *The District's compensation and benefits program should attract and retain the best possible talent and fit in order to accomplish the District's mission and vision.*

*In this contract compensation is made up of two distinct components. The first piece is an annual salary, called a "salary level". The second is pay for performance in the form of a percentage of annual salary. Each year the Administrator's salary level increases, but at a lower annual percentage, while the pay for performance percentage continually rises. In accordance with this design, when the most important goals in alignment with District strategy are accomplished, the Board is able to acknowledge Administrators with significantly greater earnings potential. It is the explicit intent of this contract that both the salary level and the pay for performance portion of compensation are eligible for retirement accounting.*

#### A. Salary Ranges

1. Every position has a salary level range that has been determined by the marketplace, similar district factor groups, and regional competitive influences.
2. Salary level ranges have a relationship to each other reflecting the level of responsibilities and knowledge required to perform the job.
3. The range for a position reflects internal equity that aligns pay across similar positions, responsibilities, and departments.
4. Every position has a suggested minimum, minimum +, midpoint, midpoint +, and maximum. Minimums and maximums represent the ranges that the Board is willing to pay for each position. These ranges are especially important when hiring new Administrators into the District. The following guidelines assist in determining appropriate salary placement:
  - a. Minimum is defined as an appropriate salary level for an employee that meets the minimum job qualifications for the position with little or no experience in that specific job title.
  - b. Minimum + is a guideline that can be used for someone that has a few years experience, but lacks the number of years experience of a highly qualified candidate.

- c. Midpoint is the target salary level that an Administrator can expect to earn upon arriving at Moorestown who is considered “fully qualified” and has in the past demonstrated success in performing all responsibilities of the position they are being hired into. Fully qualified is intended to mean that this person has the requisite years in the profession, education level, and direct position experience.
- d. Midpoint + is a guideline that can be used for someone that has more direct experience than is required for the exact position they are being asked to perform.
- e. Maximum is the absolute highest point that the District is willing to pay for a position and serves as the “cap”. When an employee’s salary reaches the District’s cap, the employee’s earning can go no higher.

5. Salary Ranges by position:

Position*	Mo	Min	Min +	Mid	Mid+	Max
Assistant Principal	10.5	86,000	88,000	89,000	95,000	128,500
Supervisor	10.5	88,000	90,000	92,000	98,000	121,000
Assistant Principal	12	87,000	91,000	92,000	99,000	118,000
Supervisor	12	90,000	92,000	95,000	100,000	129,000
Directors	12	92,000	94,000	96,000	102,000	138,200
Principal, Elementary	10.5	93,000	95,000	97,000	105,000	125,500
Principal, UES& MS	12	94,000	96,000	98,000	107,000	128,500
Principal, High School	12	95,000	97,000	99,000	110,000	133,500

B. Annual Compensation: Annual Salary Level Adjustment

The annual salary level increase for members of the Association shall be as follows:

2005-2006	5.00%
2006-2007	4.00%
2007-2008	3.75%

For each year of the contract, the salary level increases are applied to the June 30<sup>th</sup> immediate prior year-end salary level (excluding any performance compensation).

**Illustration:** *In year 1 of the contract, the salary level for the Administrator will be calculated by adding 5% to the June 30, 2005 salary level. This will become the new “annual level”. In year 2 of the contract,*

*the new salary level for the Administrator will be calculated by adding 4% to the June 30, 2006 salary level.*

During the length of this contract, an Administrator's earnings will never exceed the maximum illustrated in the salary range chart in paragraph A.5 above.

C. Annual Compensation: Pay for Performance

When an Administrator meets or exceeds all performance goals that are tied to this contract's compensation program, the following percentages are applied to the June 30<sup>th</sup> immediate prior year-end salary level, and are paid in a lump sum in the final payroll of the year:

2005-2006	1.00%
2006-2007	2.50%
2007-2008	3.25%

**Illustration:** *In year 1 of the contract, when the Administrator meets or exceeds all of their performance related goal(s), the pay for performance will be calculated by adding 1% of the June 30, 2005 salary level to the last pay. In year 2 of the contract, when the Administrator meets or exceeds all of their performance related goal(s), the pay for performance will be calculated by adding 2.50% of the June 30, 2006 salary level to the last pay.*

These additional compensation payments for performance are eligible for all retirement benefits salary accounting.

**Illustration of the Annual Salary Adjustment and maximum Pay for Performance:**

School Year	Annual Increase	Starting Salary Level	Perform. Pct	Perform. Pay Avail (if did NOT achv prev yr Goals)	Perform. Pay Avail (if did achv prev yr Goals)	Total Potential Earnings for Pension
Yr: 2004 - 2005		\$100,000				\$100,000
Yr: 2005 - 2006	5%	\$105,000	1%	\$1,000	\$1,000	\$106,000
Yr: 2006 - 2007	4%	\$109,200	2.50%	\$2,625	\$2,650	\$111,825
Yr: 2007 - 2008	3.75%	\$113,295	3.25%	\$3,549	\$3,634	\$116,844

\* **Note:** *All earnings are pensionable.*

D. Per Diem Reimbursement for 10.5 Month Employees

When Administrators in this unit are requested either by the Superintendent or with approval of the Superintendent upon request by their immediate supervisors to report for work other than their contractual days in the summer, they shall be compensated at their annual per diem rate. The per diem rate is calculated as the employee's salary level divided by 200 days.

E. Extra Curricular Activities and Positions

Administrators covered by this contract are prohibited from accepting extra-curricular activity positions and the responsibility of performing them as listed in Schedules B, C and D of the contract agreement between the Moorestown Education Association and the Moorestown Township Board of Education.

Saturday Suspension supervision shall be paid at \$50.00 per hour.

F. Conversion of 10.5 Month Administrators to 12 month Administrators

During the length of this contract it is possible that the Board, Superintendent, or Association may request that an Administrator(s) that currently works 10.5 months be given an opportunity to convert to a 12 month schedule. In order to adjust the Administrator's compensation for the additional working days, it is agreed that 50% of 15 days at the Administrator's current daily rate be added to their current salary level.

In addition to the annual salary level adjustment, all other benefits available for 12 month employees become available. Benefits that are based on time served in the Moorestown School system will be recognized.

The Administrator's new salary level will be calculated as follows:

If during the school year:

**50% of Current Daily Rate** {Current salary level (not including any pay for performance) divided by 198 days} **times 15 days, added to Current Salary Level.**

If at the end of the school year for the next year:

**50% of Current Daily Rate** {Current salary level (not including any pay for performance) **plus** the **contracted salary level increase**, divided by 198 days} **times 15 days, added to Current Salary Level plus the contracted annual salary level increase.**

During the length of this contract, Administrators currently working a 10.5 month schedule may choose to decline an offer to convert to a 12 month work schedule without penalty or adverse evaluation.



## ARTICLE VII

### Compensation: Goals & Goal Setting

**Goal & Perspective:** *High performance organizations are skillful when it comes to setting goals and measuring results. The goals that are referred to in this contract are strategic in nature and have the highest impact on the direction and results of the District for a particular school year. There are two main purposes of the goals. (1) They are to establish ways to create organizational alignment by connecting Administrators to the district mission, and (2) they should influence student achievement that can be seen in the school environment.*

A. Number of Goals per contract year

2005-2006	Minimum of 1, not more than 3
2006-2007	Minimum of 2, not more than 3
2007-2008	Minimum of 2, not more than 3

B. Method of Goal Development

Each year by October 1<sup>st</sup>, Administrators will meet with their supervisor to develop the goal(s) for the coming year. The aim of the goal setting process is to create a collaborative dialogue about the priorities within the District and to relate them to the role and responsibilities of the Administrator. It is critical that both the Administrator and his/her supervisor practice rigor around goal setting discussions in order to yield alignment about what is most important. The Administrator's immediate supervisor is ultimately responsible to make sure that the goal setting process is given the seriousness necessary to produce meaningful goals. To support this process, the Administrator's immediate supervisor is responsible ensure that the goal setting timelines are followed. Others may be consulted for input in order to set realistic targets.

C. Goal Setting Structure, Tracking, and Reporting

1. The District will select a goal setting methodology.
2. Goals should be considered achievable with appropriate resources in the timeframes established.
3. The goal(s) should be mutually arrived at and reflect the direction of the district. The goals should take into account the answers to the following questions):

- a. Why is this goal so important?
  - b. What higher level organizational goal does this goal serve?
  - c. What standards and objectives will be used as the indicators or targets?
  - d. What measures will we use to determine our current status, monitor our progress, and report our results?
  - e. What resources are required, if any, in order to support the achievement of the goal(s)?
3. A plan for actions over time should be in writing.
  4. The goal(s) should be reviewed and acknowledged by the next highest level of the organization's management structure.
  5. Goal(s) and progress toward their achievement should be reviewed monthly by the Administrator and their supervisor. These can be accomplished by conversation or more formally if requested by either party.
  6. All goals will be evaluated regarding their successful completion each year by May 30<sup>th</sup>.

## ARTICLE VIII

### Evaluations

**Goal & Perspective:** *Extraordinary performance requires regular feedback on how we are doing compared to the expectation in our specific job. Administrators need to receive both formal and informal feedback, both oral and written from their immediate supervisors. Administrators, in turn, also need to gain feedback from their own staff regarding the Administrator's own effectiveness in many areas.*

*To help Administrators grow in their job, supervisors will evaluate performance in writing on a regular basis. The purpose of this performance evaluation is to provide a basis for better understanding between the Administrator and their Supervisor with respect to job performance, potential and development.*

#### A. Frequency of Review

The Superintendent shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenured Administrator. The first written evaluation shall be no later than November 15. The second written evaluation shall be provided to the Administrator no later than February 28. The third written evaluation shall be no later than June 30.

Tenured Administrators shall receive at least one (1) written evaluation per year prior to May 30.

#### B. Evaluation Procedures

##### 1. Notice of Contract Renewal

Each non-tenured Administrator shall receive written notice, prior to May 15 of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

##### 2. Communication

Prior to any evaluation report, the immediate superior of an administrator shall have had appropriate communication including, but not limited to, all steps outlined in paragraph 3 below.

##### 3. Evaluation Reports

Evaluation reports shall be presented to each administrator by his/her immediate superior in accordance with the following procedures:

- a. Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the administrator in a supervisory capacity.
- b. Such reports shall be addressed to the administrator.
- c. Such reports shall include when pertinent:
  1. Strengths of the administrator as evidenced during the period since the previous report.
  2. Specific suggestions as to measures which the administrator might take to improve his/her performance in areas in need of improvement.
  3. The activities that the administrator should continue for professional development.

#### 4. Acknowledging the evaluation report

Each Administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to the Administrator. The Administrator's signature does not necessarily mean that the Administrator agrees with the evaluation. An Administrator can not refuse to sign an evaluation report.

#### 5. Copies of Reports

Each Administrator shall receive a copy of each written evaluation. Further, no written evaluation may become part of an Administrator's personnel file without the Administrator's signature.

#### 6. Evaluation Conferences

Evaluation conferences shall be held prior to May 30 for non-tenured administrators and prior to June 30 for tenured administrators.

#### 7. Rights of Administrator to Respond

The Administrator shall arrange a conference between the evaluator and the Administrator as soon as possible after receipt of the written evaluation. At such time, the Administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report.

## 8. Personnel Records

- a. An administrator shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An administrator shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, an administrator shall have the right to indicate those documents and or other materials in his/her file, which he/she believes to be obsolete or otherwise, inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, it is agreed that they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The decision is at the sole discretion of the Superintendent and is not subject to grievance and not subject to arbitration.
- b. No material derogatory to an administrator's conduct, service, character, or personality shall be placed in his/her personnel file unless the administrator has had an opportunity to review the materials. The administrator shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with contents thereof. The administrator shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- c. The Board shall not establish any separate personnel file, which is not available for the administrator's inspection. It is understood that pre-employment personal and academic references are not subject to inspection by the administrator.

## ARTICLE IX

### Benefits: Health & Welfare

**Goal & Perspective:** *We would like our employees to be free of the financial fears regarding treatment of illness or accidents. One way is to provide health insurance to manage financial exposure. The Board offers a variety of plans so that our employees can choose the plan that best fits their situation. Since health and welfare benefit costs are significant, the Board believes that it is important to find ways to share some of the financial burden, yet balance this goal with what is required by the competitive employment marketplace.*

#### A. Health Care and Group Disability Insurance Coverage

1. The Board shall pay one hundred (100%) percent of the cost for the employee and his/her dependents under the New Jersey Public and School Employees Health Benefits Plan, or an equivalent plan, or provide the equivalent payment to any health maintenance organization of the employee's choice established under the New Jersey Public Law 1973, Chapter 337.
2. The Board shall pay \$200 per Administrator each year toward the cost of one of the short term disability options available.
3. There shall be a family dental plan selected by the Association for the duration of this contract.
  - a. The Board shall pay 100% of the premium for the Administrator and his/her dependents during the 2005-2006 contract year.
  - b. The Board shall pay up to an additional 5% more in premium during the 2006-2007 contract year than it did in the prior contract year. This sum shall be set forth as the Cap on the Board's contribution. The employee will be responsible for any premiums above and beyond this amount.
  - c. The Board shall pay up to an additional 3% more in premium during the 2007-2008 contract year than it did in the prior contract year. This sum shall be set forth as the Cap on the Board's contribution. The employee will be responsible for any premiums above and beyond this amount.
4. The Board shall pay for a family prescription plan, with a \$10.00 co-pay for brand name drugs, and a \$8.00 co-pay for generic drugs, or the cost of the prescription, whichever is less.

- a. The Board shall pay 100% of the premium for the Administrator and his/her dependents during the 2005-2006 contract year.
  - b. The Board shall pay up to an additional 5% more in premium during the 2006-2007 contract year than it did in the prior contract year. This sum shall be set forth as the Cap on the Board's contribution. The employee will be responsible for any premiums above and beyond this amount.
  - c. The Board shall pay up to an additional 3% more in premium during the 2007-2008 contract year than it did in the prior contract year. This sum shall be set forth as the Cap on the Board's contribution. The employee will be responsible for any premiums above and beyond this amount.
5. The Board shall pay \$90.00 per Administrator each year toward the purchase of a Vision Care Insurance program. This sum shall be set forth as the Cap on the Board's contribution. The employee will be responsible for any premiums above and beyond this amount.

## ARTICLE X

### Benefits: Paid Time Off From Work

**Goal & Perspective:** *The Board believes that paid time off is one of many important benefits for our employees. Whether used for vacation, sick, personal emergencies, bereavement, or other situations, we believe that some flexibility is necessary so that these situations do not become a financial burden. This benefit is designed to reward longevity at Moorestown. It is not based on performance. Paid time off is divided into five (5) main sections: Vacation, Sick, Serious Family Illness, Other, and Sabbatical. These benefits are prorated based on when during the school year a new Administrator is hired.*

*The following chart can be used as a summary of the first three types of paid time off. In all circumstances you should refer to the detailed explanation below for guidance.*

Type	Can be Accum	Accum Max	10.5 Mo Non Tenured	10.5 Mo Tenured	12 Mo Non Tenured	12 Mo Tenured	Comments
Vacation	½ Annual Allotment	2x Annual Allotment	N/A	N/A	20 days	20 days	25 days after 10 years
Sick	15/yr	100*	10	15	10	15	Transfer up to 30 days
Serious Family Illness	No	N/A	5	5	5	5	
Other Total	No	N/A	9	9	9	9	
Religious Observance	No	N/A	2	2	2	2	Counted toward the 9
Personal	No	N/A	3	3	3	3	Counted toward the 9
Death in Family	No	N/A	as approp	as approp	as approp	as approp	Counted toward the 9
Legal Purpose	No	N/A	as approp	as approp	as approp	as approp	Counted toward the 9
Marriage	No	N/A	as approp	as approp	as approp	as approp	Counted toward the 9
Graduation	No	N/A	as approp	as approp	as approp	as approp	Counted toward the 9

*\* Maximum accumulated beyond state allotment. See description below.*

#### A. Vacation

1. All twelve (12) month Administrators will be granted twenty-five (25) day's annual vacation after ten (10) years of administrative service within the District.
2. Prior to achieving ten (10) years of service, all twelve (12) month administrators will receive twenty (20) days annual vacation.



3. Vacation schedules must be requested in advance, and shall be approved by the Superintendent or his/her designee.
4. For employees who join the district at any time other than the beginning of the contract year, vacation is prorated based on the number of months the employee will work during that school year.
5. Unused vacation days may be accumulated from year to year.
  - a. Each year an Administrator may carry over up to 50% of their allotted vacation days.
  - b. An Administrator may accumulate up to a maximum of two times their annual vacation allotment.

B. Sick Leave

1. Definition:

"Sick Leave" is defined as absence from duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household. In the event that the Administrator does not provide verifiable evidence of the claimed disability, the Administrator will be deemed to be absent without authorization and to have abandoned the position.

For employees who join the district at any time other than the beginning of the contract year, sick leave is prorated as follows:

- a. If an Administrator is employed for less than half the school year an Administrator is eligible for one half the allotted sick leave.
- b. If an Administrator is employed for at least one half of the school year, the Administrator is eligible for all of the allotted sick leave.

2. Ten and One Half Month Administrators:

a. Non-tenured Administrators:

1. Administrators newly employed after the beginning of any school year shall, at the time of employment, be credited with sick leave at the rate of one (1) workday for each full month or portion of the month remaining in the school year.
2. In case of absence from school on account of personal illness, non-tenured Administrators shall be allowed full pay for ten (10)

- days Sick Leave during the School year.
  3. The unused number of such days is accumulative to be used for, but limited to additional Sick Leave as needed in subsequent years.
  4. Accumulation of Sick Leave above the state mandated ten (10) days per year shall not exceed one hundred (100) additional accumulated days for any Administrator.
- b. Tenured Administrators:
1. In case of absence from school on account of personal illness, tenured Administrators shall be allowed full pay for fifteen (15) days Sick Leave during the School year.
  2. The unused number of such days is accumulative to be used for, but limited to additional Sick Leave as needed in subsequent years.
  3. Accumulation of Sick Leave above the state mandated ten (10) days per year shall not exceed one hundred (100) additional accumulated days for any Administrator.
3. Twelve Month Administrators:
- a. Non-tenured Administrators:
1. Administrators newly employed after the beginning of any school year shall, at the time of employment, be credited with sick leave at the rate of one (1) workday for each full month or portion of the month remaining in the school year.
  2. In case of absence from school on account of personal illness, non-tenured Administrators shall be allowed full pay for twelve (12) days Sick Leave during the School year.
  3. The unused number of such days is accumulative to be used for, but limited to additional Sick Leave as needed in subsequent years.
  4. Accumulation of Sick Leave above the state mandated ten (10) days per year shall not exceed one hundred (100) additional accumulated days for any Administrator.
- b. Tenured Administrators:
1. In case of absence from school on account of personal illness, tenured Administrators shall be allowed full pay for fifteen (15) days Sick Leave during the School year.
  2. The unused number of such days is accumulative to be used for, but limited to additional Sick Leave as needed in subsequent years.
  3. Accumulation of Sick Leave above the state mandated ten (10)

days per year shall not exceed one hundred (100) additional accumulated days for any Administrator.

4. Transfer of Sick Leave

The Board shall allow Administrators who have been previously employed in public school systems immediately preceding employment with the Board to transfer up to thirty (30) days of accumulative Sick Leave. The Administrator shall present a certified statement from the Secretary of the Board of the previous employer to the Board's Secretary no later than three (3) months following employment by the Board. At its discretion, the Board may extend this provision to periods in excess of thirty (30) days.

5. Absence Beyond Accumulated Days

- a. When absence of a tenured Administrator exceeds the annual Sick Leave and the accumulated Sick Leave, the Board can elect to pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board in each individual case. The Administrator shall submit a statement from a physician certifying to the need for such leave.
- b. When absence of a tenured Administrator exceeds the annual Sick Leave, the Board can elect to pay any such person each day's salary for such a length of time as may be determined by the Board in each individual case. The Administrator shall submit a statement from a physician certifying to the need for such leave.
- c. When absence of a tenured Administrator exceeds the annual Sick Leave and the accumulated Sick Leave, the Board may grant an extended leave of absence without salary for a maximum of one contract year. There shall be no change in salary scale placement during such extended leave for illness. A tenured Administrator taking extended Sick Leave without specific authorization from the Board shall be deemed to have abandoned the position. The Administrator shall submit a statement from a physician certifying to the need for such leave.

6. Certification of Illness

Physician's certification of illness will be required after three (3) consecutive workdays at the discretion of the Superintendent.

7. Unused Sick Leave Payment

- a. Payment shall be made to an Administrator by the Board of Education for that Administrator's unused accumulated Sick Leave upon an official retirement, which has been approved by the New Jersey Division of Pensions.
- b. Administrators hired before 7-1-93 will be paid for each accumulated sick day at a rate of 20% of their daily rate of pay for their highest salaried year. Daily rate of pay for the previous language is defined as 1/210 of a 10.5-month Administrator's annual salary and 1/240 of a 12-month Administrator's annual salary.
- c. Administrators hired after 7-1-93 will enter the following schedule:

0-200 days	\$60.00/day
201-300 days	\$70.00/day
301 + days	\$80/day
- d. Any Administrator who has accumulated unused Sick Leave and who dies while in the employment of the District shall have all such accumulations paid to his/her estate, pursuant to the formula set forth above.

C. Other Types of Paid Leave

1. Serious illness in the immediate Family

Five (5) days without loss of pay shall be allowed each year as a family leave for illness in the immediate family. When absence of more than two (2) days at one time is required under this regulation, a physician's certificate will be required at the discretion of the Superintendent.

Immediate family as used here means spouse, parents, siblings, children or step-children, grandparents and close in-law relatives of any Administrator, or the illness of any relative who has lived in the home of the Administrator for some time preceding the illness.

For employees who join the district at any time other than the beginning of the contract year, paid leave is prorated as follows:

- a. If an Administrator is employed for less than half the school year an Administrator is eligible for one half the allotted paid leave.
- b. If an Administrator is employed for at least one half of the school year, the Administrator is eligible for all of the allotted paid leave.

## 2. Temporary Leave of Absence

In event of unavoidable circumstances which require the absence of the Administrator, nine (9) days without loss of pay shall be available for Administrators. This leave shall not be deducted from the accumulative personal sick leave record of the Administrator. The number of days granted under this section shall be consistent with the requirements of the situation.

For employees who join the district at any time other than the beginning of the contract year, temporary leave is prorated as follows:

- a. If an Administrator is employed for less than half the school year an Administrator is eligible for one half the allotted temporary leave.
- b. If an Administrator is employed for at least one half of the school year, the Administrator is eligible for all of the allotted temporary leave.

Days used under this section may be used for:

### a. Religious Observance

Up to two (2) days during a school year may be taken within the nine (9) day limit for religious observance. These days may only be used when the tenets of the religion to which the employee adheres require that the employee attend religious services during working hours.

- b. Three (3) days may be taken under this section without stating a reason other than that the days are being taken under this section.
- c. The following examples of paid temporary leave do not have specific a number of day(s) limitation, though the total cumulative days available from all sources cannot exceed nine (9) days:

#### 1. Death in the Immediate Family

Immediate family as used here means spouse, parents, siblings, children or step-children, grandparents and close in-law relatives of any Administrator, or the death of any relative who has lived in the home of the Administrator for some time preceding the death.

#### 2. Legal Purposes

Legal days are for such purposes as court appearances, real

estate transactions, etc.

3. Marriage of the Administrator

Marriage of the Administrator or immediate family member of the Administrator. For purposes of this paragraph only, the term immediate family member shall mean parents, siblings, children or stepchildren, grandparents, or a relative of the Administrator living in the household of the Administrator immediately prior to the relative's marriage.

4. Graduation

To be used for the attendance of graduation exercises of the Administrator or a member of the Administrator's immediate family. Immediate family as used here means spouse, parents, siblings, children or step-children, grandparents and close in-law relatives of any Administrator, or a relative who has lived in the home of the Administrator for some time preceding the graduation.

5. For any other such reasons as shall be approved by the Superintendent.

3. Sabbatical Leave

The Board may, upon recommendation of the Superintendent, grant a sabbatical leave of absence of one year for professional growth to members of the Association.

- a. The Administrator must have been employed by the District for no fewer than seven (7) consecutive years as an Administrator.
- b. Sabbatical leave may be granted for graduate study as follows:
  1. Doctoral studies
  2. Master degree studies
  3. Other graduate study
  4. Educational travel
- c. Not fewer than six (6) months prior to the beginning of the leave, the applicant will:
  1. Provide evidence that he/she has been accepted into the

graduate program for which sabbatical leave time is required.

2. Submit a detailed proposal to the Superintendent. The proposal will include:
  - a. The purpose of the leave.
  - b. A detailed outline of the program to be followed, including credits to be earned.
  - c. The relationship of the sabbatical program to the applicant's regular assignment.
  - d. The manner in which the District and its students will benefit from the sabbatical.
- d. The Superintendent will then submit the proposal to the Board with a recommendation for approval/disapproval.
- e. Final approval of requests for sabbatical leave shall rest with the Board, following recommendation by the Superintendent. If approved, the leave shall be for a period of not less than one (1) year.
- f. Reimbursement:
  1. Reimbursement shall be at the rate of 75% of the salary scheduled for the Administrator during the year for which the leave is granted.
  2. This 75% reimbursement shall be paid in the following way:
    - a. 50% of said salary shall be paid during the school year in which the leave is granted.
    - b. And then 25% of the said salary shall be paid during the next school year.
- g. The Administrator shall agree to remain as a member of the staff of the District for no fewer than two (2) school years following the sabbatical leave.
  1. If the Administrator does not remain a member of the staff for at least 2 school years, the sabbatical cost must be repaid to the district on a prorated basis.
  2. The amount of repayment will be based on the percentage of the 2 school years completed.
  3. Other arrangements can be made if mutually agreed upon.
- h. Upon return from sabbatical leave, an Administrator shall be placed on the salary schedule at the level which the Administrator would have achieved had the Administrator remained actively employed in the system during the period of absence.
- i. If leave is terminated for any reason, salary reimbursement is

terminated and the Administrator is responsible for reimbursement to the Board of any or all salary reimbursement already paid.

- j. Under this agreement, no more than three (3) Administrators may be approved for sabbatical leave, and only one (1) Administrator may be approved for sabbatical leave in any school building.

#### 4. New Child Leave With Pay

- a. An Administrator shall be allowed to use up to fifteen (15) days of accumulated sick time for the care of a new child. This time can also be used in the event of adoption.
- b. The Administrator shall make their intention to use their accumulated sick time for paid new child leave to the Superintendent at least sixty (60) days prior to the anticipated birth date of the child.
- c. The Board, upon recommendation of the Superintendent, shall grant a paid leave using the Administrator's accumulated sick time of up to a maximum of 15 days.
- d. Paid new child leave shall commence upon the conclusion of the disability period for an Administrator on maternity leave, or upon the birth of the child for an Administrator requesting paternity leave.
- e. Any Administrator adopting a child shall be granted new-child leave in conformity with the provisions of (4a) above. Such leave shall commence upon the date the Administrator obtains custody of the child. Since the date of custody cannot be predetermined in all cases, application shall be made to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible or as soon as practicable.



## ARTICLE XI

### **Benefits: Unpaid Time Off From Work**

**Goal & Perspective:** *There may be times that a leave of absence is requested, but the employee no longer has any paid time off days available. Examples might include an extended disability, child rearing, or adoption. The decision to grant such a leave is up to the Board with a recommendation from the Superintendent as governed by state and federal laws. While the Board would like to be flexible, leaves of absence create a burden on the district which the Board would like to limit.*

#### A. Leave of Absence Without Pay

The Board may grant leaves of absence without salary to Administrators having tenure for reasons of advanced study or educational travel. Applications for extended leaves of absence should be made to the Superintendent for the consideration of the Board. This provision is not to be construed to mean extended vacations. There shall be no change in salary during such extended leaves for advanced study or educational travel.

##### 1. Disability Leave

- a. Disability for the purpose of this section occurs when an Administrator is unable to perform any or all of his/her normal job functions due to an accident or sickness that is non-work related.
- b. The following provisions are in addition to the Administrator's use of accumulated sick leave as outlined elsewhere in the Article referring to paid time off.
- c. Any Administrator who anticipates undergoing a disability, such as but not limited to surgery, hospital confinement, medical treatment or pregnancy, may apply for a leave of absence based upon said disability in accordance with provisions hereinafter set forth.
- d. All Administrators anticipating a state of disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition, which may result in disability, is known.
- e. An Administrator desiring an unpaid disability leave shall provide the Board with a certificate concerning the disability from his/her physician. Said certificate shall review the nature of the disability and the anticipated commencement and termination dates for said

disability and the Board may request that its physician, or a physician of its choosing, confer with the Administrator's physician. The Board may require the Administrator to be examined by its own physician, if recommended by the Board's physician after said conference. Said examination will be at the Board's expense.

- f. In all cases where there is a dispute or difference of opinion between the Administrator's physician and the Board's physician, the two doctors will select a third, and the parties will be governed by the opinion of the third physician. Should the doctors not agree on such third doctor, he or she will be selected by the County Medical Society. The parties will share the expense of the third physician.
- g. If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to an Administrator up to the balance of the school year, which concludes on June 30.
- h. The Administrator may seek an additional unpaid leave of absence of one (1) full school year or less by making application to the Superintendent no later than April 1st of the school year in which the disability leave commenced. The application shall include the Administrator's statement as to the period of additional unpaid leave required, not to exceed one additional school year. It must be accompanied by a physician's statement pursuant to (e) above.
- i. The Administrator requesting a leave under the provisions of (g) and (h) above shall specify in writing the date on which he or she wishes to commence said leave and the date on which he or she wishes to return to employment following recovery from said disability.
- j. The above provisions shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured Administrator beyond the end of the contract school year in which the leave is obtained.
- k. If an Administrator shall file a certificate from her physician that she is disabled as a consequence of a pregnancy, miscarriage, abortion or childbirth and recovery there from, she shall be entitled to sick leave and absence beyond accumulated days as provided in Article VIII. The Board shall not remove an Administrator from her duties during pregnancy unless the Administrator is unable to perform the usual tasks associated with her position.
- l. Any tenured Administrator granted maternity leave should be restored to an administrative position commensurate with proper

certification.

- m. No Administrator shall be prevented from returning to work after disability leave solely on the basis that there has not been some time lapse between the temporary disability and the desired date of return to work.

## 2. Child-Rearing Leave Without Pay

- a. The Administrator shall make application for child-rearing leave to the Superintendent at least four (4) months prior to the anticipated birth date of the child.
- b. The Board, upon recommendation of the Superintendent, shall grant a child-rearing leave of not more than one (1) school year, without pay, to any Administrator upon request subject to the conditions under (2a) above and (2c and 2d) below.
- c. Child rearing shall commence upon the conclusion of the disability period under the terms of (1k) above or, in the case of adoption, under the terms of (2e) below.
- d. The Board reserves the right to adjust the termination date to not later than the beginning of the next term or semester following the leave period to assure continuity of the educational and instructional process as permitted by law.
- e. Any Administrator adopting a child shall be granted a child-rearing leave in conformity with the provisions of (2b) above. Such leave shall commence upon the date the Administrator obtains custody of the child. Since the date of custody cannot be predetermined in all cases, application shall be made to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible or as soon as practicable.
- f. Administrators on child-rearing leave may substitute in the District within their area of certification or competence.
- g. Nothing herein shall prevent the Administrator and the Board from agreeing that an Administrator may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated. Denial of early return shall not be subject to the grievance procedure.
- h. The Board shall not grant a child-rearing leave of absence to any non-tenured Administrator beyond the end of the school year in

which leave is obtained, and nothing in this Article shall be construed to require the Board to offer a new contract for a new school year to any non-tenured Administrator who would not otherwise have been offered such a contract.

- i. Upon return from child-rearing leave all benefits to which the Administrator was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored.

## ARTICLE XII

### Benefits: Miscellaneous

**Goal & Perspective:** *Though compensation, health and welfare benefits, and time off constitute the major portion of an Administrator's benefits package, there are some additional benefits that help to differentiate the District as a progressive employer.*

#### A. Professional Development

To assist Association members in keeping abreast of current developments in education and their assigned duties, and to improve their administrative and management skills, the Board agrees to provide:

1. Up to \$2,000 per administrator per year for professional growth opportunities. Unused allocations, or portions of an allocation do not accumulate from year to year.
2. The annual funds may be used for tuition reimbursement, subscriptions, books, seminars, and conferences. If a course will have a grade issued, the Administrator must receive a grade of B or better in the course.
3. The course or use of funds must be approved in advance by the Superintendent (or his/her designee) whose decision may not be the subject of a grievance.

#### B. Tuition Discount

1. All Administrators who do not reside in Moorestown Township may elect to enroll their children in the Moorestown Township Public Schools and pay (25%) of the regular private tuition rate. Said tuition will be automatically deducted from the Administrator's payroll.
2. Administrators under contract to the Moorestown Township Board of Education, their spouse and dependent children, and retirees of the district may enroll in the Moorestown Adult School tuition free. "Retired" shall be interpreted as it is for payment for unused sick leave.

#### C. Paid Professional Membership

The Board shall pay the cost of one (1) professional membership for each

Administrator, upon recommendation of the Superintendent.

D. Notification of Retirement

In order to facilitate staffing, any employee who gives written notice of his/her intention to retire at least one (1) year prior to his/her actual retirement date shall receive a cash stipend of \$1,500 from the Board. This amount will be added to the individual's base compensation.

E. Credit Union

With proper application and notification, the Board of Education shall authorize payroll deductions of Administrators who participate in the Burlington County Teachers Federal Credit Union.

F. Designated Parking Spaces

The district shall provide reserved parking spaces labeled "Reserved for Traveling Administrators." Three spaces will be provided in the lot in front of the high school, three in the media center high school lot and three in the lot in front of the upper elementary school.

G. Work Days

1. At times, the duties of an Administrator require working hours well beyond the normal work day. Therefore, the Administrator may request a temporary modification of their work schedule with the approval of their immediate supervisor.
2. Twelve Month Administrators may elect a flexible summer schedule with the prior approval of their immediate supervisor. The summer schedule will consolidate a 5 day work week (total hours) into a 4 day work week. This "summer" schedule will be available beginning the day after the last day teachers are required to be at school and end the day prior to the first day that teachers are required to return to school.
3. When a twelve month Administrator is asked to work during a scheduled vacation day(s), the Administrator's vacation day will revert back into their vacation bank. An Administrator may refuse to work on a vacation day, and will be free from any disciplinary action.

## ARTICLE XIII

### Individual Contracts

**Goal & Perspective:** *The Board believes that all contracts for employment between Administrators as defined in this agreement should follow the rules and guidelines set forth as described in the previous Articles.*

Any individual contract or job description between the Board and an individual Administrator, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of the Agreement. If inconsistent with this Agreement, this Agreement shall be controlling.

## ARTICLE XIV

### Separability And Savings

**Goal & Perspective:** *This contract and the language contained in it are meant to be clear and concise in order to avoid any confusion. If it is determined that a particular section of the contract is in violation of any law, the rest of the contract will remain valid and unaffected. The clause or section in question will then be rewritten to conform to the law.*

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause, sentence or paragraph in which offending language may appear.

When a section of this Agreement is deemed in violation of any law, that section will be rewritten to be in concert with the law.



## ARTICLE XV

### Grievance Procedure

**Goal & Perspective:** *There may be times in which some action taken by the Board or the Superintendent may be perceived to be in conflict with the intention, spirit, or interpretation of this contract. It is important that when this occurs we speak with each other collaboratively about our perspectives. It is extremely helpful to begin these conversations by clearly communicating our point of view at the lowest possible level within the organization. When we are unable to collaboratively work out an issue dealing with a contractual obligation the grievance process should be used.*

*A grievance should be a documented perspective. Grievances need to have a process of appeal when mutual understandings cannot be reached. Sometimes an ad hoc group from all interested sides can come together with the goal of creating understanding in lieu of a formal grievance. This would be similar to the 4-4-1 that appears in the Moorestown Education Association (MEA) contract. For this contract it will be called the Administrative Forum.*

#### A. Definitions

1. A "Grievance" is a written claim based on the interpretation, application or violation of policies in this agreement and administrative decisions affecting Administrators.
2. Grievances do not include:
  - a. The failure or refusal of the Board to renew a contract of a non-tenured administrator.
  - b. Any claim where a method of review has heretofore been or hereafter is, established by law, rule or regulation, by way of appeal to any commissioner, commission, board, agency, or court whether said right having been created for general application (e.g. civil service) or specific application (e.g. to the Commissioner of Education).
  - c. Matters where the Board is prohibited by law, regulation, or decision from acting.
  - d. Matters beyond this contract involving the sole discretion of the Board.
3. "Aggrieved Person" is the person or persons, or Association making

the claim.

4. "Group Grievance" is a grievance that in the judgment of the Association affects a group or class of administrators. The Association may submit such grievance in writing to the Superintendent directly, and the procession of such grievance shall be commenced at Level Two. The Association may process such a grievance through levels of the grievance procedure even though the aggrieved person does not wish to do so.
5. "Representative" is an individual selected by the aggrieved person to counsel, advise, and represent the aggrieved person. The aggrieved person must be present at all times. A member of the Association designated by the Association may be present at all levels of the grievance procedure.
6. "Association" is the Association which has been recognized by the Board for purposes of negotiation under the provisions of the Public Employer-Employee Relations Act, commonly known as Chapter 123, N.J.S.A. 34:13-1 et. seq.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise concerning the terms and conditions of employment of Administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting any Administrator having a complaint to discuss the matter informally with their immediate supervisor or the Director of Personnel, the Assistant Superintendent or the Superintendent and thereafter having the complaint adjusted, provided the grievance is filed within 10 workdays of the event on which the Grievance is based and provided the adjustment is consistent with terms of the Agreement.

C. Conditions

1. The Association may process a grievance through levels of the grievance procedure even though the aggrieved person does not wish to do so. In this case the Association will file as an Association Grievance.
2. Failure at any step of this procedure to communicate the decision to

the Grievant within the specified time limits shall permit the aggrieved 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 limit shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood that the Grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. A Grievant shall have the right to present his/her own grievance or designate a representative to appear with him/her at any step of the appeal.
5. The Grievance Forms accepted by the Association and the Board shall be used when filing grievances.
6. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When an Administrator is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure

D. Procedures

1. Time Limit: Since it is important that grievances be presented as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Replies to grievances from any level shall be directed to the Association Grievance Chairperson. The timeframes themselves are not subject to grievance.
2. Level One - Immediate Superior:

If, as a result of informal discussion, the matter of concern is not resolved to the satisfaction of the grievant within five (5) workdays, the Administrator shall set forth his/her Grievance in writing to the immediate superior specifying:

  - a. the specific nature of the Grievance.
  - b. the specific nature and extent of the injury, loss, or inconvenience.
  - c. the result of the previous discussion.
  - d. the person's dissatisfaction with decisions previously rendered.

The immediate superior shall communicate the decision to the grievant in writing within five (5) workdays of receipt of the written Grievance.

If the immediate superior is the Superintendent, the grievance procedure will begin at Level Two.

2. Level Two – Superintendent:

The Administrator shall notify the Superintendent in writing within fifteen (15) workdays of the grievance, with the objective of resolving the matter. The Superintendent shall act on the grievance within ten (10) workdays.

3. Level Three - Board of Education:

a. If the grievance is not resolved at Level One or Level Two, or if no decision has been rendered within ten (10) workdays after the grievance was delivered to the Superintendent, the aggrieved person may within five (5) work days submit the grievance to the Board through the Superintendent.

b. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and representative before rendering a decision in writing within twenty (20) workdays of receipt of the grievance by the Board from the Superintendent at Level Three.

4. Level Four – Arbitration:

a. If the grievance is not resolved at Level Three, or if no decision has been rendered at Level Three, and only if the grievance involves the express written terms of this Agreement, the aggrieved person may within ten (10) work days request in writing that the Association submit the grievance to Arbitration.

b. If the Association determines that the grievance is meritorious, it may submit the grievance to Arbitration within twenty (20) workdays after receipt of a written request by the aggrieved person.

c. Within fifteen (15) workdays after such written notice of submission to Arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

d. In the event the parties cannot agree on the arbitrator within fifteen (15) work days, or if the arbitrator does not agree to serve, the parties jointly or either one of them may issue a request for a list of

arbitrators from the PERC. Upon receipt of said list, each party will separately strike the names of arbitrators whom they find unacceptable and list numerically the names, if any, of the arbitrators whom they would accept.

- e. The arbitrator shall be chosen according to the rules of the Commission as set forth in N.J.A.C. 19:12 - 5.3
- f. The arbitrator so selected shall confer with the representatives of the Board, the aggrieved person and representatives of the Association, and hold hearings promptly and shall issue the decision not later than ten (10) workdays from the date of the final statements and proofs on the issues submitted to the arbitrator.

The arbitrator's decision shall be in writing and shall set forth the finding of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding, and may be made available to the public and press without consent of the other parties.

The arbitrator may not decide an issue which is not arbitrable as determined by the arbitrator, PERC, or any court or tribunal of competent jurisdiction.

- g. 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.

#### E. Miscellaneous

- 1. 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.
- 2. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this section.
- 3. Forms for filing grievances, serving 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.
- 4. In case a grievance is filed in the period of fewer than ten (10) workdays before the end of the school calendar, the grievance will start

at Level Two and will follow the regular procedure thereafter. During the summer, school workdays shall be replaced by business workdays.

5. Administrators are required to carry out all administrative directives despite an alleged contract violation or the pendency of a grievance.
6. 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, and, if left unresolved until the beginning of the following school year, could result in harm to the grievant, the time limits set forth herein shall be waived so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

F. Administrative Forum

1. At times it may be important for the Board and/or the Association to speak openly and frankly about matters that are contract related without following the formal grievance process.

2. Organization

An Administrative Forum (the "Forum") comprised of members of the Board, selected by the Board; members of the Association, selected by the Association shall be organized for the purpose of maintaining effective communication by discussing concerns of either party. The procedures and make-up of the Forum shall be left to the Board and the Association.

It is understood that only administrators who are members of the Association will be present at the Forum with the exception of the Superintendent, unless otherwise agreed upon by the Board and the Association.

3. Meetings

The Forum will meet, if needed, during the school year and may be called to meet at the discretion of either the Board or the Association.

## ARTICLE XVI

### Duration of Agreement

This agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008 subject to the Association's right to negotiate over a successive agreement as provided in Article II. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective secretaries, all on the day and year first above written.

DATED \_\_\_\_\_

DAY OF \_\_\_\_\_

\_\_\_\_\_  
President, Moorestown  
Administrators Association

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Vice President, Moorestown  
Administrators Association

\_\_\_\_\_  
Secretary, Board of Education