

**MOORESTOWN ADMINISTRATORS ASSOCIATION
AGREEMENT**

July 1, 2011 – June 30, 2014

ARTICLE I

Recognition Agreement

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, and SUPERVISORS.

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 Administrator.

B. Definition

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

Throughout this Agreement distinction may be made between Administrators who began employment with the Board before July 1, 2011, and those who began employment on or after July 1, 2011. Employment does not begin on the date the Board approves the hiring of an individual, but rather begins on the actual start date for the Administrator. A current Administrator who moves from one Association recognized administrative position to another, shall not be deemed to be an employee hired after July 1, 2011.

Further any current Board employees recognized by other collective bargaining units, or those unaffiliated employees shall be deemed new Administrators for purposes of this Agreement if their employment in an Association recognized position begins on or after July 1, 2011.

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.

ARTICLE II

Negotiation Procedure

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

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time such information concerning the Board'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

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. 10:4-12(b)(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 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 Administrator 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

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 Board.

ARTICLE VI

Compensation: Salary

A. Salary Ranges

1. Every position has a salary level range that was determined by the marketplace, similar district factor groups, and regional competitive influences during the prior Agreement term.
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 and maximum. Minimums and maximums represent the ranges that the Board is willing to pay for each position.
5. Salary ranges are meant to be fiscal guidelines during the hiring process of new Administrators. If an inequity situation should occur, the Association has a right to appeal to the Board, and the Board may, upon consideration, make any financial adjustments.
6. The starting point for this Agreement for each Administrator's salary is their 2010-2011 annual salary rate.
7. Salary Ranges by position:

POSITION	MINIMUM	Mid-Point Range Low	Mid-Point Target	Mid-Point Range High	MAXIMUM
HS Principal	\$114,750	\$131,625	\$135,000	\$138,375	\$157,950
MS Principal	\$102,000	\$117,000	\$120,000	\$123,000	\$140,400
UES Principal	\$106,250	\$121,875	\$125,000	\$128,125	\$146,250
Elem. Principal	\$93,500	\$107,250	\$110,000	\$112,750	\$128,700
Supervisor	\$93,500	\$107,250	\$110,000	\$112,750	\$128,700
All Asst. Princ.	\$93,500	\$107,250	\$110,000	\$112,750	\$128,700

B. Annual Compensation for current Administrators:

1. The salary guide attached hereto as Appendix 1 represents the agreed upon salary for all Administrators hired at the time the parties entered into this Agreement. Each Administrator is represented by his/her Board identification number.

2. This salary guide accounts for the transition of all elementary principals from ten and one-half (10 ½) month Administrators to twelve (12) month Administrators. Salaries for elementary principals previously working ten and one-half (10 ½) months per year were increased by an amount that is six (6) times each Administrator's prior per diem rate, which was calculated as 1/200th of the Administrators salary as a ten and one-half (10 ½) month Administrator .
3. This salary guide also represents a 0.0% increase in gross compensation across the salary guide for the 2011-2012 school year, and a 2.0% increase in gross compensation across the guide for the 2012-2013 and 2013-2014 school years. Gross compensation represents the total salary paid by the Board to all Administrators in any given school year. The distribution of that gross amount is represented in Appendix 1.

C. Reduction in Force/Elimination of Position –

In the event the Board eliminates a position, recognized by the Association, and currently filled by the Board, either voluntarily or under some requirement to do so, the Association leadership and the Superintendent will meet to determine the impact of such elimination on the remaining Association positions. The Superintendent shall prepare a written agreement outlining the impact, compensation, and distribution of compensation/assignments having an impact on the remaining Administrator positions, which meets the following conditions.

1. An Administrator's position is considered to be impacted or affected when, as a result of the elimination of another position, the additional job duties and responsibilities previously assigned to the eliminated position are actually being performed by specific Administrator(s).
2. The Superintendent will meet with Association leadership to discuss what, if any, additional compensation may be offered to those affected Administrators or to the entire Association membership.
 - a. The Superintendent shall, within thirty (30) days of the Board's elimination of the position, make a recommendation on the impact, the compensation, and the manner, in which the compensation and responsibilities shall be distributed, to the Board.
 - i. The additional compensation discussed shall be limited to a maximum of 30% of the then annual salary for the position eliminated.

- ii. Salary is defined as the base salary for the eliminated position, excluding stipends, and all benefits.
 - iii. Any additional compensation approved by the Board for an Administrator as a result of this section shall be considered salary and the salary guide attached as Appendix 1 shall be modified as necessary to reflect the change to Administrator salaries.
 - b. The Board maintains managerial prerogative to approve or deny the recommendation of additional compensation, and the manner in which that compensation will be divided among Administrators.
 - c. If the Superintendent's recommendation is approved, any compensation associated with the agreement shall take effect as of the date impact occurs, as indicated in the Superintendent's statement.
 - d. If the Superintendent's recommendation is denied, the MAA has thirty (30) days in which it may submit an appeal to the Board for reconsideration.
- 3. If during this Agreement a position is eliminated, and additional compensation is recommended and approved by the Board, and then the position is reinstated, the additional compensation shall be eliminated as of the date of the reinstatement of position.
 - a. The salary guide in Appendix 1 shall be modified to reflect the elimination of the additional compensation.
 - b. It is also understood that a vacancy (temporarily unfilled position, extended leave of absence, etc.) may occur and that a vacancy does not represent an occasion to invoke this section of the Agreement.
 - c. In the event of a short-term vacancy, the Superintendent shall meet with the Association leadership and may make a recommendation to the Board for a stipend to be paid to the Administrator(s) who are requested to perform additional essential responsibilities.
- 4. Administrators who reach the maximum salary range for their current position are capped, and will not be considered for additional compensation under this section unless the Superintendent's statement on the impact of the eliminated position indicates that such an Administrator's job duties/responsibilities are affected or impacted by the elimination of position, as defined above.

- a. In the event a capped Administrator's position is affected or impacted, the Superintendent may recommend a salary adjustment and the capped Administrator may receive a salary adjustment within the limits defined above. As such, the adjusted salary shall become the salary maximum for the individual Administrator's affected.
 - b. In the event a capped Administrator is not eligible to receive a share of the additional compensation, but the Superintendent recommends distribution of additional compensation among all remaining Association members that capped Administrator's pro rata share of the additional compensation may be evenly distributed throughout the remaining eligible Association membership.
- D. Annual Compensation for Administrators who begin employment on or after July 1, 2011 – the starting salary, and salary for each following year under this Agreement, for all Administrators who begin employment on or after July 1, 2011, shall be negotiated at the time of hiring. The only requirement for the determination of salary is that the new Administrator fall within the appropriate salary guide range based upon employment position and commensurate with experience working as an administrator in a public school district. The Board may amend Appendix 1 to reflect the agree upon salary for each year of this Agreement for new Administrators.

E. Extra Curricular Activities and Positions

Administrators covered by this Agreement are prohibited from accepting extra-curricular activity positions and the responsibility of performing them. In the event an Administrator is required to serve as an advisor, coach, or other staff leader for any extra-curricular or athletic program due to an emergent need indicated by the Superintendent, the Administrator shall be paid \$50.00 per hour for all hours attending games, practices and/or meetings.

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

ARTICLE VII

Evaluations

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 October 31. The second written evaluation shall be provided to the Administrator no later than January 31. The third written evaluation shall be no later than April 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:

- i. Strengths of the Administrator as evidenced during the period since the previous report.
- ii. Specific suggestions as to measures which the Administrator might take to improve his/her performance in areas in need of improvement.
- iii. 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 April 30 for non-tenured Administrators and prior to May 30 for tenured Administrators.

7. Rights of Administrator to Respond

The Evaluator 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 VIII

Benefits: Health & Welfare

A. Group Health Care Insurance Coverage

The Board shall pay one hundred (100%) percent of the cost for the Administrators and his/her dependents under the New Jersey Public and School Administrators Health Benefits Plan, NJ Direct 15. Alternatively, the Board will provide a payment equivalent to the cost of NJ Direct 15 to any health maintenance organization of the Administrator's choice established under the New Jersey Public Law 1973, Chapter 337.

Enrollment in NJ Direct 15 shall occur as agreed anytime after July 1, 2011. New Administrators may be subject to a 60 day enrollment waiting period, per New Jersey Statute and Regulation.

If an Administrator elects to stay with their current healthcare plan or any other health maintenance organization of the Administrator's choice, the Administrator shall assume and provide the Board with the cost difference between NJ Direct 15 and their alternate selected plan. The cost difference shall be paid by payroll deduction.

In the event an alternate selected healthcare plan or health maintenance organization selected by an Administrator is less than the cost of NJ Direct 15, the Board shall not be obligated to provide the Administrator with the difference in cost of the plans.

If an Administrator waives their participation in the Health Benefits Plan, the Board will:

1. Reimburse doctor office co-pays up to a maximum of \$500 per year with appropriate documentation and/or receipts, as long as the amount reimbursed complies with New Jersey Statutes and Regulations. The receipt or documentation should contain, at minimum, the date of service, provider's name and address, and cost of the service. The diagnosis may be removed to protect the privacy of the Administrator.

B. Health Care Cost Contribution

All Administrators, pursuant to Chapter Law 2, P.L. 2010 (March 22, 2010), shall contribute 1.5% of their base salaries to offset the cost of the Group Health Care Insurance Coverage. This contribution will be taken via payroll deduction.

C. Group Dental Insurance Coverage

There shall be a family dental plan selected by the Association for the duration of this Agreement.

1. As compared to the premium cost from the previous school year, the Board shall pay up to an additional 3% more in premium cost during the 2011-2012 and 2012-2013 contract years. This sum shall be set forth as the Cap on the Board's contribution. The Administrator will be responsible for any premiums above and beyond this amount.
2. The Board shall pay up to an additional 2% more in premium as compared to the previous school year premium cost during the 2013-2014 contract year. This sum shall be set forth as the Cap on the Board's contribution. The Administrator will be responsible for any premiums above and beyond this amount.

D. Group Prescription Insurance Coverage

The Board shall pay for a family prescription plan, with a maximum \$10.00 co-pay for brand name drugs, and a maximum \$8.00 co-pay for generic drugs, or the cost of the prescription, whichever is less.

1. As compared to the premium cost for prescription coverage during the previous school year, the Board shall pay up to an additional 3% more in premium during the 2011-2012 and 2012-2013 contract years than it did in the prior contract year. This sum shall be set forth as the Cap on the Board's contribution. The Administrator will be responsible for any premiums above and beyond this amount.
2. The Board shall pay up to an additional 2% more in premium cost as compared to previous school year premium cost during the 2013-2014 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 Administrator will be responsible for any premiums above and beyond this amount.

E. Group Vision Insurance Coverage

The Board shall pay \$100.00 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 Administrator will be responsible for any premiums above and beyond this amount.

F. Flexible Spending and 125 Plan

The Board shall establish an IRS Section 125 Plan for all Administrators who wish to participate. The Board shall provide for the administration of such a plan.

The Board shall also administer a flexible health spending account and/or dependent care account under the 125 Plan. The Board shall contribute \$250 per year for each year of this Agreement to the flexible health spending account and/or dependent care account for each Administrator who elects to participate.

The Board shall attempt to establish the above plans by July 1, 2011. If the Board is unable to do so due to ineligibility or otherwise, the Board shall increase the professional funds allotment detailed in Article XI for each Administrator by \$250 for each year of this Agreement that a Section 125 Plan is unavailable.

ARTICLE IX

Benefits: Paid Time Off From Work

Type	Can be Accum	Allowable Carryover	12 Mo Non Tenured	12 Mo Tenured	Comments
Vacation (Administrators employed before July 1, 2011)	1/4 Annual Allotment	2.5x Annual Allotment	20 days	20 days	25 days after 10 years
Sick (Administrators employed before July 1, 2011)	15/yr	100*	10	15	Transfer up to 30 days from prior school district employment
Vacation (Administrators employed on or after July 1, 2011)	Only up to one calendar year worth of allotment, expires if not used	Only up to one calendar year worth of allotment, expires if not used	20	20	Any payout capped at \$15,000, see Article XII.
Sick (Administrators employed on or after July 1, 2011)	15/yr	100*	10	15	Any payout capped at \$15,000, see Article XII.
Serious Family Illness	No	N/A	5	5	
Other Total	No	N/A	9	9	
Religious Observance	No	N/A	2	2	Counted toward the 9
Personal	No	N/A	3	3	Counted toward the 9
Death in Family	No	N/A	as approp	as approp	Counted toward the 9
Legal Purpose	No	N/A	as approp	as approp	Counted toward the 9
Marriage	No	N/A	As approp	As approp	Counted toward the 9
Graduation	No	N/A	As approp	As approp	Counted toward the 9

** This represents the maximum accumulated carryover allowed above the ten day per year allotment indicated by law..*

A. Vacation

The Board believes strongly that Administrators should take their allotted vacation days each year. Vacation is an important break from one's responsibilities.

1. All twelve (12) month Administrators will be granted twenty-five (25) day's annual vacation after ten (10) years of administrative service with the Board.
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 Administrators who join the Board at any time other than the beginning of a contract year, vacation is prorated based on the number of months the Administrator will work during that school year.
5. Unused vacation days for Administrators who began employment before July 1, 2011, may be accumulated from year to year.
 - a. Each year an Administrator who began employment before July 1, 2011, may carry over up to 25% of their allotted vacation days.
 - b. An Administrator who began employment before July 1, 2011, may accumulate up to a maximum of two and one-half (2.5) times their annual vacation allotment.
6. Administrators who begin employment on or after July 1, 2011 that brought vacation days to the Board must use any remaining days from that arrangement within one calendar year. Further such Administrators are not permitted to carryover allotted vacation days for any more than one calendar year.

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 Administrators who join the Board at any time other than the beginning of a 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. Non-tenured Administrators:

- a. Administrators newly employed after the beginning of any school or calendar 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.
- b. 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.
- c. The unused number of such days is cumulative to be used for additional Sick Leave as needed in subsequent years.
- d. 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. This is noted by the asterisk under the chart on page 18 of this Agreement.
- e. Limitations on payment for unused accumulated sick leave for all Administrators who begin employment on or after July 1, 2011, are detailed in Article XII of this Agreement.

3. Tenured Administrators:

- a. 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.
- b. The unused number of such days is cumulative to be used for additional Sick Leave as needed in subsequent years.
- c. 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. This is noted by the asterisk under the chart on page 18 of this Agreement.

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 accumulated 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. Limitations on payment for such unused accumulated sick leave for all Administrators who begin employment on or after July 1, 2011, are detailed in Article XII of this Agreement

5. Absence Beyond Accumulated Days

- a. When the 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.

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 Administrators who join the Board's school 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 Administrators who join the Board's school 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 Administrator adheres require that the Administrator 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:

- i. 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.

- ii. Legal Purposes

Legal days are for such purposes as court appearances, real estate transactions, etc.

- iii. 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.

iv. 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.

v. 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 Board's school district for no fewer than seven (7) consecutive years as an Administrator.
- b. Sabbatical leave may be granted for graduate study as follows:
 - i. Doctoral studies
 - ii. Master degree studies
 - ii. Other graduate study
 - iv. Educational travel
- c. Not fewer than six (6) months prior to the beginning of the leave, the applicant will:
 - i. Provide evidence that he/she has been accepted into the graduate program for which sabbatical leave time is required.

- ii. Submit a detailed proposal to the Superintendent. The proposal will include:
 - (1) The purpose of the leave.
 - (2) A detailed outline of the program to be followed, including credits to be earned.
 - (3) The relationship of the sabbatical program to the applicant's regular assignment.
 - (4) The manner in which the Board's school 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:
 - i. Reimbursement shall be at the rate of 75% of the salary scheduled for the Administrator during the year for which the leave is granted.
 - ii. This 75% reimbursement shall be paid in the following way:
 - (1) 50% of said salary shall be paid during the school year in which the leave is granted.
 - (2) 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 Board's school district for no fewer than two (2) school years following the sabbatical leave.
 - i. 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 Board on a prorated basis.
 - ii. The amount of repayment will be based on the percentage of the 2 school years completed.
 - iii. 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 X

Benefits: Unpaid Time Off From Work

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 Article IX.
- 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 Administrator and Board will equally 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 of any calendar year.
- 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 Board's school 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 XI

Benefits: Miscellaneous

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 \$3,000 per Administrator per year for professional growth opportunities. Unused allocations of the \$3,000, or portions of an allocation do not accumulate from year to year for each individual Administrator. These annual funds may be used for any professional memberships, tuition reimbursement, subscriptions, books, seminars, conferences, and state mandated mentoring programs. The course or use of funds must be approved in advance by the Superintendent (or his/her designee).
2. Any unused allocations or portions of an allocation of the \$3,000 per Administrator per year that has not been approved or encumbered by the Board at the request of the Association and/or its Administrators as of January 15 of each calendar year shall be pooled for the reimbursement of professional development, workshops, graduate tuition, seminars, and conference expenses.
 - a. Administrators who seek a portion of the pooled funds must submit receipts indicating the cost of the conference, seminar, workshop, tuition, etc. in order to be eligible to receive a portion of same. The cost of or receipts for the seminar, workshop, tuition, conference, etc. submitted for use of the pooled funds must have been previously approved by the Superintendent and/or the Board.
 - b. All eligible receipts submitted by Administrators for seminars, workshops, tuition, conference, etc. shall be totaled as of June 15 each year.
 - c. If a course will have a grade issued, the Administrator must receive a grade of B or better in the course to be eligible for reimbursement.
 - d. The allocation of these unallocated, pooled funds among Administrators requesting use of same by submitting receipts shall be determined as a percentage of the total receipts submitted by Administrators requesting use of the funds versus the actual amount of unallocated funds available. For example, if the total of all submitted receipts

by all Administrators equals \$5,000, and an individual Administrator's submitted receipts equals \$500, that Administrator will be entitled to ten (10) percent of the total unallocated, pooled funds, up to the amount of their receipts. This pool of funds shall not exceed \$3,000 times the number of employed Administrators in any given year.

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 Board, their spouse and dependent children, and retirees of the Board may enroll in the Moorestown Adult School tuition free. "Retired" shall be interpreted as it is for payment for unused sick leave.

C. Cellular Phone Expense Reimbursement

The Board shall pay up to a maximum of \$700 per year per Administrator toward the cost of cellular service. Proper documentation of expenses incurred must be submitted as documentation. The Association acknowledges that it is the desire of the Board that all Administrators have "smart phones" and/or a cellular phone that has internet access capability.

D. Credit Union

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

E. Designated Parking Spaces

The Board 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.

F. 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. Administrators shall have a summer schedule beginning on July 1 of each year and ending on August 15 of that same year. Any changes to this start and end date of the summer schedule shall be made by mutual agreement of the Association and the Superintendent.

The summer schedule shall consist of a 4 day work week, generally Monday through Thursday. In order to ensure administrative coverage or assistance to approved summer programs, including but not limited to the Extended School Year ("ESY") Program or Summer Enrichment Program, a necessary Administrator will adjust their work week in consultation with the Superintendent to ensure proper building coverage. The determination of which Administrator will adjust their schedule shall be made with the consultation of the Superintendent or his/her designee, as necessary.

- a. If an Administrator decides to use a vacation or personal day while working a 4-day flex summer schedule, the day off will have the value equivalent to 1 day of vacation and must be approved by the Superintendent or his designee and should be in compliance with applicable provisions of Article IX.

3. When an Administrator is asked to work during a scheduled vacation day(s), the Administrator's vacation day will revert back into their vacation bank. Under these circumstances the "carryover" rules should not create an unfair burden to the Administrator with regard to the potential loss of these particular days. An Administrator may refuse to work on a vacation day, and will be free from any disciplinary action.

ARTICLE XII

Benefits Upon Separation

A. Separation

1. **TYPES OF TERMINATIONS.** Terminations addressed in this Agreement refer to either voluntary resignations initiated by the Administrator or involuntary terminations initiated by the Board.
2. **VOLUNTARY TERMINATIONS.** Administrators resigning voluntarily are expected to give a minimum of 60 days' advance notice in writing, so the proper replacement can be made. An Administrator's consideration in this situation will be viewed favorably by management should the Administrator reapply for employment with our Board at a later date or need the assistance of the Board in the transition to new employment.
3. **INVOLUNTARY TERMINATIONS.** Specific considerations apply to the different types of involuntary terminations.
 - a. **REDUCTION IN FORCE.** In the course of business, the termination of an Administrator may occur because of a decreased workload, Board restructuring or other reasons resulting in the need to reduce the work force. In the event of a reduction in force, staffing decisions will be based on a variety of factors including seniority, performance level, background, experience and skill level, as well as the needs of the Board. Reassignment of duties in the event of any position elimination shall be at the discretion of the Board and salary for same shall be addressed by Article VI of this Agreement.

B. Unused Paid Time Off

1. **Unused Vacation** – this section applies only to Administrators who began employment with the Board prior to July 1, 2011.
 - a. Payment shall be made to an Administrator by the Board of Education for any unused vacation. The rate is based on the Administrator's per diem rate. The per diem rate is calculated as 1/240th of the Administrator's then current salary.

- i. Unused vacation includes any accumulated vacation days from prior years as permitted by this Agreement, plus the number of vacation days available in the current school year, less any vacation days used during the current school year.
- b. An Administrator that leaves prior to the completion of the fiscal school year will receive payment for their unused vacation according to the following schedule:
 - i. If 10 years or less of administrative service in the Board's school district, payment for the current school year's vacation allotment will be prorated based on the portion of the school fiscal year you were present.
 - ii. If your administrative service in the Board's school district is greater than 10 years and less than or equal to 15 years:
 - (1) And you leave in the first six months of the year, payment for the current school year's vacation allotment will be prorated based on the portion of the fiscal year you were present.
 - (2) Otherwise, payment will be received for the full allotment of unused vacation.
 - iii. If administrative service with the Board's school district is greater than 15 years:
 - (1) And you leave in the first six months of the school year the Administrator will be eligible for 75% of the current fiscal year's vacation allotment.
 - (2) Otherwise, you will receive payment for the full allotment of unused vacation.
 - iv. If tenure as an Administrator employed by the Board is greater than 5 years, and you leave during the first six months of the fiscal year, and you leave during the first year of this Agreement, they will be eligible for 75% of the current school year's vacation allotment, otherwise payment will be calculated based on the first three rules of this paragraph.

2. Unused Sick Leave Payment upon Retirement – this section applies only to Administrators who began employment with the Board before July 1, 2011.
 - 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. The Board shall pay for unused accumulated sick leave according to the following schedule:
 - i. Year 1 of the Agreement: twenty percent (20%) of the retiree's per diem rate of pay at the date of retirement of each unused sick leave day. Per diem rate of pay is defined as 1/240th of the Administrator's then current annual salary.
 - ii. Year 2 of the Agreement: \$100 per day for each unused sick leave day.
 - iii. Year 3 of the Agreement: Each unused sick leave day will be paid at the prevailing Board substitute daily compensation rate.
 - c. The Board will deposit the unused accumulated sick leave payment into an account that helps the Administrator to defer taxes. This transfer will take place in a timely fashion. The Administrator is then free to withdraw the funds.
 - d. Any Administrator who has accumulated unused Sick Leave and who dies while in the employment of the Board shall have all such accumulations paid to his/her estate, pursuant to the formula set forth above.
3. New Administrators – this section applies to Administrators who begin employment with the Board on or after July 1, 2011. The benefits received by these Administrators shall be consistent with the requirements of the Fiscal Accountability Law and its implementing Regulations, N.J.A.C. 6A:23A-1, et. seq.
 - a. Vacation Leave

For Administrators hired with a start date of July 1, 2011 or later, unused vacation leave days may only be carried over for up to one

calendar year. Upon separation from employment with the Board, the Board will pay those accumulated vacation days at a per diem rate calculated as 1/260th of the Administrator's then current annual salary as of the time of payment. Any such payment is capped at \$15,000.

b. Sick Leave

For Administrators hired with a start date of July 1, 2011 or later, upon retirement only, the Board will pay for unused accumulated sick days calculated at 1/260th of the Administrator's then current annual salary at the time of retirement. This amount shall not exceed a cap of \$15,000. Further, in the event the Administrator dies during the term of this Agreement, his/her estate shall not be entitled to payment for the accumulated sick days.

c. Per diem rate

For purposes of all articles of this Agreement, the per diem rate for Administrators hired with a start date of July 1, 2011, or later, shall be 1/260th of the Administrator's then current annual salary .

C. Medical Insurance

Premiums for medical insurance will be paid through the last day of the month in which you terminate. If you have medical insurance with the Board, you have the option of continuing these benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the COBRA policy available in your benefits documents.

D. Life Insurance

Coverage ceases on the day of termination. You have the option of converting your group insurance policy to an individual policy. Contact the Human Resource Manager or his/her designee for more details.

E. 403(b) Retirement Account

Active participation ceases on the day of termination.

ARTICLE XIII

Individual Contracts

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

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

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 nontenured 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 Administrator 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.

3. 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.

4. 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.

5. 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

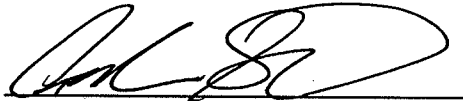
Duration of Agreement

This Agreement shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2014 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 10TH

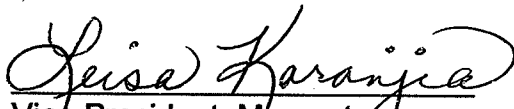
DAY OF FEBRUARY, 2011



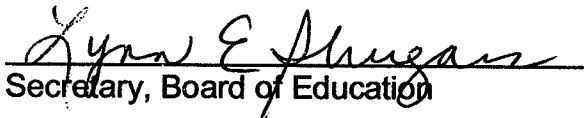
President, Moorestown
Administrators Association



President, Board of Education



Vice President, Moorestown
Administrators Association



Secretary, Board of Education

Appendix 1 – Salary Guide

Employee Number	2010-2011	2011-2012	2012-2013	2013-2014
3204	\$129,902	\$129,902	\$131,980	\$134,633
3133	\$111,620	\$111,620	\$114,477	\$116,778
3135	\$122,589	\$122,589	\$124,550	\$127,054
0569	\$106,850	\$106,850	\$110,611	\$114,168
1560	\$106,850	\$106,850	\$110,611	\$114,168
3192	\$110,010	\$110,010	\$112,826	\$115,094
2637	\$142,526	\$142,526	\$144,806	\$146,250
1119	\$120,053	\$123,655	\$125,633	\$128,158
1137	\$128,700	\$132,561	\$132,561	\$132,561
2498	\$121,701	\$121,701	\$123,648	\$126,134
3206	\$111,620	\$111,620	\$114,477	\$116,778
3529	\$98,643	\$98,643	\$102,115	\$106,631
3266	\$111,620	\$111,620	\$114,477	\$116,778
3410	\$117,260	\$117,260	\$119,136	\$121,531
2274	\$122,873	\$122,873	\$124,839	\$127,348
2683	\$94,497	\$94,497	\$96,009	\$97,939
3368	\$104,067	\$104,067	\$107,730	\$111,195
2623	\$135,633	\$135,633	\$139,105	\$141,901
3242	\$117,260	\$120,778	\$122,710	\$125,177
2516	\$128,700	\$128,700	\$128,700	\$128,700