

# **Agreement**

Between the  
**Montclair Board of Education**  
and the  
**Montclair Principals Association**

For the School Years

**2004-2007**

Memorandum of Agreement between  
The Montclair Board of Education (MBE) and  
The Montclair Principals Association (MPA)

AGREEMENT  
between  
**MONTCLAIR BOARD OF EDUCATION**  
and  
**MONTCLAIR PRINCIPALS ASSOCIATION**  
for the Contract Years

2004-05, 2005-06, 2006-07

Agreement (hereinafter the "Agreement") made as of the 1st day of July, 2004, by and between the MONTCLAIR BOARD OF EDUCATION ("the Board") and the MONTCLAIR PRINCIPALS ASSOCIATION ("The Association") pursuant and subject to N.J.S.A. 34:13A et seq.

The Board and the Association (hereinafter sometimes referred to as ("the parties")) agree as follows:

## **ARTICLE 1. DURATION OF AGREEMENT**

The duration of this agreement shall commence on July,2004 and end on June 30, 2007.

## **ARTICLE 2. RECOGNITION**

The Board recognizes the Montclair Principals' Association as the sole and exclusive bargaining representative for the employees (hereinafter referred to as Principals) of the Board in the categories of Principal and Assistant Principal including those with tenure,

those without tenure, and those on sabbatical leave and those serving on an acting or temporary basis.

### ARTICLE 3. NEGOTIATION OF SUCCESSOR AGREEMENT

3.1 **Deadline.** The parties agree to commence negotiations with respect to a successor Agreement in accordance with N.J.A.C. 19:12-2.1. Such negotiations shall begin with the exchange of written proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by the parties.

3.2 **Information Exchange.** During negotiations, the Board and the Principals shall promptly make available to the other, upon reasonable request, such information within their possession that is relevant and not privileged or confidential.

3.3 **Meetings.** Negotiating sessions shall be scheduled as mutually agreed upon.

3.4 **Exclusive Representation.** The Board agrees not to negotiate with any organization other than the Principals for the duration of this Agreement, concerning the Employees in the bargaining unit, unless such organization first shall have been duly certified as the majority representative of such Employees.

3.5 **Procedure.** Negotiations shall commence with a meeting at a mutually satisfactory place with fifteen (15) days after receipt of the proposals set forth in Section 3.1., unless the Board and the Principals mutually agree to an extension of time. During negotiations, the Board and the Principals shall make proposals and counter-proposals.

### ARTICLE 4. WORK YEAR

4.1 **Calendar.** All 12 month Principals will follow the 12 month calendar. All 10 month Principals follow the 10 month secretarial calendar, plus up to an additional 3 weeks with additional per diem compensation.

4.2 **Christmas Vacation.** Principals shall be granted the scheduled working days between Christmas and New Year's Day as additional vacation days which must be taken on those days.

4.3 **Vacation Accumulation.** Except as indicated in Section 4.3.(a), vacation days for 12 month employees shall accumulate at the rate of four in July, three in August and September and two each month worked thereafter for a maximum accumulation of twenty-eight days. Vacation must be earned prior to being used.

(a) Principals who are new to the Montclair schools will accumulate one day per month worked to a maximum of twelve vacation days. Beginning their second year in Montclair, these Principals will accumulate days according to the monthly rate defined in section 4.3 above.

(b) Days earned in one year must be used no later than June 30 of the following year. (Exceptions, see Administrative Procedure 4153).

(c) Up to 8 unused earned vacation days may be exchanged for the principal's individual per diem rate during each contract year. Submission for reimbursement must be received in personnel prior to 5/30 of any year otherwise the principal forfeits the right to reimbursement for that year. Once made & acted upon the request is irrevocable.

4.4 **Illness in the Immediate Family.** A maximum of five (5) work days may be used each year for serious illness in the immediate family. Days shall be awarded and used in accordance with procedures outlined in board policy.

4.5 **Sick leave allowance** shall be 10 days per year for 10 month employees and 12 days per year for 12 month employees and shall be awarded and accrue as per state law.

4.6 **Personal Leave** shall be equivalent to leave provided the MEA. Up to 2 death in the family days may be used for non-family members.

### ARTICLE 5. COMPENSATION

5.1 **Principals Compensation.** Principals shall be compensated as provided on the salary guides attached hereto as Appendices A-1 through A-21 or as grandfathered and defined.

5.2 MPA members will be placed on new agreed upon guide steps and advance a minimum of one step from their placement on the Guide for every year served in the position to the maximum allowable.

5.3 Barring any substantive unfavorable written evaluation, the salary paid to each Principal shall be no less than his present salary in his/her position.

5.4 **Involuntary Transfer.** The salary of a Principal involuntarily transferred from one of the above positions to another of these positions shall not be reduced if the position calls for a lower salary. The Principal shall maintain at least his present salary until time of service in the new position defines a higher salary.

5.5 **Payment Methods.** Principals shall have the option of being paid on a twelve (12) month basis shall have the option of being paid in twenty-four (24) semi-monthly installments, either payable on the last working day prior to the 15th and the last working

day of the month, or in twelve (12) monthly installments payable on the last working day of the month. When a payday falls on or during a school holiday, vacation, or weekend, Principals shall receive their paychecks on the last previous working day. Each Principal shall receive his final pay on his last working day in June.

5.6 **Tuition Reimbursement.** The Board will provide an amount not to exceed an aggregate of \$20,000 in each year for the purpose of reimbursement for courses taken by principals during the year (July 1 - June 30). Reimbursement for tuition shall be at the rate of 80% of cost to a maximum of \$4,000 per Principal in years one through three. These courses must receive prior approval of the Superintendent. Reimbursements will be prepared by the Personnel Office and sent to the Business Office for processing and payment as soon as all required information has been received from the Principal. If the request for tuition reimbursement exceeds the agreed upon amount, then the agreed upon amount shall be divided proportionately based on the above prior approvals. The status of the account shall be made known to the President upon request.

5.7 **Mileage Reimbursement.** The Board will provide monthly reimbursement for duty-related in-state automobile travel at the rate of \$30 per month per Principal.

5.8 **Withholding Increments.** Employment or adjustment increments may be withheld for inefficiency or other just cause related to a Principal's performance of duties, but only in accordance with the following:

(a) The Principal is evaluated in accordance with applicable Board policy and procedure.

(b) Any recommendation to withhold a Principal's increment or part thereof shall not be forwarded to the Board unless at least ninety (90) calendar days prior thereto, and in no case later than April 1st of the preceding school year in which such action would take effect, the supervisor has given to the Principal as to whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish the Principal an opportunity to correct and overcome such cause(s) provided however, this provision shall not apply to instances of serious inefficiency occurring on or after March 1, or to cause other than inefficiency.

(c) Once a recommendation is forwarded to the Principal and the Board, the Principal may within ten (10) work days file a grievance commencing at Stage 2.

(d) Any Principal who has had an employment increment or adjusted increment withheld under these provision shall be restored to guide the year following the withholding of the increment unless the procedures set forth in this provision are followed once again, in which case the increment or increments previously withheld, plus any additional increments which may be due, may be withheld. In the event an employee suffers the withholding of an increment on at least two occasions after July 1, 2004 while in the employ of the Board for reasons not arbitrary and capricious and following due process, then the difference in compensation occasioned by the withholding of the increment and any additional withholdings shall remain constant for the balance of the employee's employment by the Board.

5.9 **Telephone Calls.** Principals who make school related toll calls from their residence (usually on weekends or evenings) are reimbursed for those calls.

5.10 Middle school principals will receive an additional stipend added to base salary when the school assigned has an administrator/student ratio greater than 325/1 as follows:

year 1	\$3,200
year 2	\$2,000
year 3	\$1,000

The stipend no longer applies after year three.

## ARTICLE 6. MEDICAL AND RELATED BENEFITS

6.1 a/ **Medical Insurance:** The Board agrees to provide for MPA Employees and the Employee's dependents, if such dependent coverage is desired by the Employee, one hundred percent (100%) of the cost of medical benefits with the following condition: the Medical and Dental insurances will be provided at equal or better terms and conditions than the insurances provided the MEA should the board decide to change.

If an MPA member decides to forego Medical Insurance, they would be compensated \$4000.

**Dental:** The BOE agrees to continue to provide the existing group dental insurance program for all employee and their dependents. If an MPA member decides to forego Dental Insurance, they would be compensated \$500.

b-1/ **Disability Insurance.** The Board agrees to pay the cost of the Lincoln National Long Term Disability Insurance policy or comparable policy as is agreed upon by the Board and the M.P.A.

b-2/ : If an MPA member decides to forego Disability Insurance, they would be compensated \$1000. However the association agrees that the minimum threshold must be met by the district. Thereafter, the members applying for reimbursement up to that threshold will be based on seniority as an administrator in the district. Thereafter, the members applying for reimbursement up to that threshold will be based on seniority as an administrator in the district.

(Note: old 6.2 a&b moved to Article 14)

6.2 **Sick Leave.** Sick leave is hereby defined to mean the absence from his post or duty of any Employee because of personal

disability due to illness, injury or exclusion from school by the school district's medical authority on account of contagious disease.

- (a) All Employees working on a twelve-month basis are allowed twelve (12) days of sick leave per year as of July 1.
- (b) All unused sick leave shall accumulate as provided by law.
- (c) The above Employees who begin initial work after the start of their full work year will receive a pro-rata number of sick days.
- (d) Upon recommendation by the Superintendent, the Board may grant additional sick days to those who have been employed in this district ten years or longer when the Employee has exhausted his or her accumulated days and will be in need of more days. These days shall be calculated according to the following: a maximum of three additional days for each year of service in Montclair.
- (e) Any Employee who have been absent for a period longer than five (5) consecutive working days must present a release from his physician indicating his ability to resume regular duties in full or to what extent duties may be resumed. This release shall be given to the immediate supervisor. The Board may require additional examination by its physician.
- (f) Not later than October of each year, each Employee shall be apprised of the number of accumulated sick days he has. This number should be tabulated as of July 1 and include the days for the coming year.

## **ARTICLE 7. DEDUCTIONS FROM SALARY**

7.1 **Dues.** The Board agrees to deduct from the salaries of its Principals' professional dues who individually and voluntarily authorize the Board to deduct said dues. Such deductions shall be made in compliance with N.J.S.A. 52: 14-15.9e and under the rules and regulations established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Principals by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. The association may change the rate of its members dues and it will accordingly give the Board notice of this change.

7.2 **Professional Association Dues.** The Board agrees to pay the dues of those Principals who join state and national professional associations. Payment covers up to \$660, \$720, and \$840 per Principal respectively in years one, two and three.

7.3 **Representation Fee.** The Board shall deduct from the salaries of Principals who are not members of the Montclair Principals Association for the then current membership year a representation fee equivalent to an amount certified to the Board by the Montclair Principals Association as equal to regular membership dues, including fees and assessments charged by the Montclair Principals Association to its members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only Principals members, but in no event shall the amount deducted for the representation fee by the Board exceed 85 percent of the membership dues, of the Board to make the wage deduction provided herein shall be contingent upon: (a) Certification by the Montclair Principals Association of the amount to be deducted for the representation fee from each non-member principal's salary by the Board, and (b) the establishment and continuing maintenance by the Montclair Principals Association of a demand and return system in conformance with provisions of N.J.S.A. 34:13A-5.5 and 5.7.

7.4 **Notice.** Prior to March 1, 1994 and prior to the beginning of each membership year thereafter, the Principals will submit to the Board a list of those principals who are not members of the Montclair Principals Association for the then current membership year. The Board will deduct from the salaries of such employees, the full amount of the representation fee and will transmit promptly the amount so deducted to the Montclair Principals Association.

7.5 The Board will deduct the representation fee in equal installments, as nearly as possible, the paychecks paid to each employee on the aforesaid list. The deductions will begin with the first paycheck paid: (a) 30 calendar days after receipt of the aforesaid list by the Board; or (b) 30 calendar days after the Principal begins his or her employment in a bargaining unit position, unless the Principal previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was reemployed in such unit from a reemployment list, in which event the deductions will begin with the first paycheck paid 10 work days after the resumption of the principal's employment in a bargaining unit position, whichever is later.

7.6 In the event a principal who is required to pay a representation fee terminates his or her employment with the Board before all deductions are made, the Board shall deduct the unpaid portions of the fee from the last paycheck paid to said principal during the membership year in question.

7.7 The Principals will notify the Board in writing of any changes in the list provided above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 calendar days after the Board receives said notice.

## **ARTICLE 8. ADDITIONAL BENEFITS**

8.1 **General.** Any benefits granted to other certificated staff members will be available to Principals except that sabbatical leaves are subject to the provision of Board Policy 4151.1.

8.2 **Transporting Students.** Principals shall not be required to transport students. A Principal may do so voluntarily.

8.3 **Current Practice.** The Board agrees to negotiate any substantial change in current practice in hours and load prior to

implementation thereof, during the terms of this Agreement

8.4 **Notice.** Principals shall be given notice of their assignment for the coming year as soon as practicable after such assignments shall have been determined. If assignments are changed after notice has been given, notice of changes shall be given in writing thereafter to the Principal involved.

8.5 **Separation from Service.** If a Principal dies while employed by the Board, payment for his/her vacation days will be made to the estate.

8.6 **Vacation days Upon Separation.** A Principal who resigns or retires during the contract year shall benefit from his accumulated vacation days according to Board Policy.

8.7 **Auto Insurance.** The Board will provide automobile insurance coverage for any Principal involved in school business - i.e., driving pupils home, recruiting trips, etc. to the extent permitted by Board of Education Master Automobile Travel Policy.

8.8 **Longevity.** For the purposes of this section, Longevity Employees are Employees who, at the end of any Contract Year, shall have completed the required full years of employment with the Board. The Board shall pay the applicable Longevity Payment to each Employee who is, or has become, a Longevity Employee. Longevity Payments with shall be:

	<u>18 Full Years</u>	<u>25 Full Years</u>
Year 1	\$3,500	\$1,000
Year 2	\$3,500	\$1,000
Year 3	\$3,750	\$1,000

On the anniversary of the completion of the 5th full year as a district principal, an additional longevity of shall be prorated for the year and paid as follows:

Year 1	\$1,000
Year 2	\$1,250
Year 3	\$1,500

This would be in addition to the 18 and 25 year longevity if applicable.

On the anniversary of the completion of the 10th full year as a district principal, an additional longevity of shall be prorated for the year and paid as follows:

Year 1	\$2,000
Year 2	\$2,000
Year 3	\$2,000

This would be in addition to the 5, 18 and 25 year longevity if applicable.

8.9 **Conference Attendance.** When a Principal attends a course or conference at the request of the Superintendent, his/her expenses shall be reimbursed according to Board Policy.

8.10 The M.P.A. shall be allowed \$7,000 per year for professional meeting attendance, which includes workshops, conventions and conferences. The M.P.A. shall decide how to allocate these funds and inform the Superintendent.

8.11 **Additional Duties.** Additional Duties. (a) The language in 8.11a applies only to an instance when a Principal is assigned additional duties resulting from a temporary vacancy in a permanent full time administrative position (in excess of 20 work days). It does not apply to short term committee work that focuses on responding to a need or problem within the district.

When such a vacancy occurs and an MPA member is asked to assume the total responsibilities of a another MPA member's duties along with their own, they will receive an additional pay equal to 20% of their per diem rate for each day beyond 20 the duty continues.

(b) If a Principal is assigned additional duties resulting from an administrative assignment or acting administrative assignment beyond the scope of the duties of the job description (in excess of 20 work days), additional compensation will be paid at the hourly rate of the MPA member, the stipend associated with said position, or a previously agreed upon stipend.

(c) When an MPA member is solely assigned additional duties resulting from a temporary vacancy in a permanent full time administrative position in excess of 20 work days, (such as an assistant principal assuming the responsibilities for a vacant Department Chairperson's position), compensation. will reflect an additional 5% of the members base salary paid retroactively from the first work day of the assignment. (This does not apply to lateral transfers, such as the reassignment of an elementary principal to another elementary principal's position)

8.12 **Administrative Assignments.** Administrative assignments made on an acting or temporary basis for four months or longer shall be eligible to receive all benefits normally accruing to a Principal in the position with the exception of Dues and Disability Insurance.

8.13 **Sick Day Reimbursement.** Reimbursement for accumulated sick days will be paid to those members retiring from the system with 5 to 10 years service to the district at the rate of 25% of his/her current per diem pay (calculated by Board Policy) in an amount not to exceed \$10,000. For members with over 10 years of service to the district, reimbursement will be at the rate of 50% of his/her current per diem pay (calculated by Board Policy) in an amount not to exceed \$18,000.

**Modification of the above for the 2004-2005 school year only:**

\$250 for the first 50 days (minimum to be eligible) = \$12,500 max

\$200 for 51-100 = \$10,000

\$100 for 101 to 150 days = \$ 5,000

Provided: Letter of resignation for retirement received by 9/1/2004;

Effective date must be between 7/1/2004 and 7/1/2005.

To be eligible, eligible Principals shall have terminated employment by reason of retirement, following at least 10 consecutive years employment by the Board and must have accumulated and unused sick days in excess of 50 days;

Unless reintroduced and agreed to through negotiations the above one year provision automatically is deleted from subsequent provisions.

**ARTICLE 9. PROMOTIONS AND VACANCIES**

9.1 All promotional vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:

(a) During the school year when school is in session or when the Principals are required to work, a notice shall be posted in each school building as far in advance as practical, ordinarily at least fourteen (14) calendar days before the final date when applications must be submitted. A copy of said notice shall be given to the MPA President at the time of posting. Principals who desire to apply for such vacancies shall submit their application in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file as required by law.

(b) During the summer Principals who desire to apply for a vacancy or new positions which may be filled during the summer period when school is not regularly in session shall submit their names to the Personnel Office on the forms to be circulated by the Personnel Office prior to summer recess. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) calendar days before the final date when applications must be submitted and in not event less than fourteen (14) calendar days before such date. In addition, the Superintendent shall, within the same time period, post a list of positions to be filled during the summer period at the administration office, in schools which are open, with a copy of said notice sent to the President of the Montclair Principals Association.

9.2 The qualifications, salary, months of employment and certification required for the position shall be clearly set forth.

9.3 All qualified Principals shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. Each applicant not selected shall, upon request, receive an explanation from the Board. Announcements of the appointments shall be made by posting a list in the office of the central administration and each school building or office and notice shall be given to the interested parties. The list shall be given to the interested Principals. The list shall be given to the President of the Montclair Principals Association and shall indicate which positions have been filled.

9.4 A \$1500 one year transition bonus will be paid a member who has transferred to a building with a greater number of students. The second year the bonus is withdrawn.

**ARTICLE 10. MISCELLANEOUS**

10.1 **Superintendent's Advisory Council.** Montclair shall have a Superintendent's Advisory Council, consisting only of building level administrators, which will meet with the Superintendent and members of his staff at least once a month. Changes in programs, personnel, budget, and procedures to be implemented at the building level should be discussed at this council meeting.

10.2 **Evaluation.** Only those materials relating to student performance included in the evaluation of certificated staff may be included in the evaluation of Principals.

10.3 **Agenda.** All MPA members are entitled to receive the regular full agenda and Board minutes for Board meetings.

10.4 **Calendar.** Principals shall be provided the opportunity to review and respond to any proposed calendar prior to adoption by the Board.

10.5 **Summer School Assignment.** No M.P.A. member will be assigned to or responsible for Summer School programs outside of their assigned building.

10.6 **Snow Days:** When an administrator reports to work on a day the schools are declared closed due to inclement weather, they shall be granted a credit day for the day worked.

**ARTICLE 11. REDUCTION IN FORCE AND REEMPLOYMENT**

11.1 **Applicability.** The parties confirm that the Board has the right to make reductions in force pursuant to N.J.S.A. 12A:28-9. The provisions of this Section apply to tenured certificated Principals.

11.2 **Seniority.** To the extent not inconsistent with the regulations of the Commissioner of Education, the parties agree that, for

the purpose of this Agreement, "Seniority" shall mean the period of consecutive employment by the Principal in the district in the position from which he/she was dismissed by reason of the reduction in force.

11.3 **Seniority in Dismissal.** Tenured Principals dismissed by reason of reduction in force shall be dismissed in inverse order of seniority from their respective positions.

11.4 **Preferred Eligible List.** A tenured Principal dismissed by reason of reduction in force shall be entitled to be placed and to remain upon a preferred eligible list in order of seniority, for reemployment whenever a vacancy occurs in the position from which he or she was dismissed; said Principal shall be reemployed by the Board if and when such vacancy occurs.

11.5 **Definitions.** For the purpose of this Section "position" shall mean for certificated Principals, any position in which such member had actual experience in the district, at either the elementary, middle school or high school levels and for which such member is certificated.

11.6 **Recall Notice.** Notice of vacancies in positions to which this Section is applicable shall be given to those Principals on the preferred eligible list in order of seniority within a reasonable time (not more than ten (10) work days after such vacancy occurs and such member shall have a reasonable period of time (but not to exceed twenty (20) work days after receiving notice) in which to give the Board notice of his/her intent to return to the position. In the event such Principal shall fail to respond to the notice from the Board, or if he/she gives notice that he/she does not desire to return to the position, he/she shall forfeit all of his/her seniority rights.

11.7 **Limitation.** Seniority shall not be accumulated during the period following dismissal by reduction of force, but upon reemployment pursuant to the terms of this Section, such member shall have his/her accumulated seniority to the date of such dismissal.

11.8 **Notice.** Any anticipated or planned reduction in force of tenured Principals shall not be implemented or take effect within sixty (60) calendar days prior notice to the Principals. Following a notice, a meeting between the Superintendent and the Principals shall occur at least twenty (20) calendar days prior to the effective date of such anticipated or planned reduction in force.

## ARTICLE 12. GRIEVANCE

### 12.1 **Definitions.**

(a) A "grievance" shall mean a complaint by an administrator or supervisor or a group of administrators and supervisors that there has been to him/her or to them, or to the Group, an inequitable, improper, or unjust application, interpretation, or violation of this Agreement.

(b) "Aggrieved party" shall mean any person or group of persons in the Group filing a grievance. However, when a group is involved the grievance shall be processed as an individual grievance.

(c) "Days" shall be work days as specified for twelve-month employees.

(d) The "immediate supervisor" shall mean the person so designated by the District's organization chart.

12.2 **Declaration of Purpose.** It is the purpose of this procedure to secure, at the lowest possible level, equitable solutions to grievances of Association members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which there is adequate opportunity to dispose of differences in a professional manner, without, where possible, involving the Board of Education in time consuming and costly proceedings.

12.3 A grievance to be considered under this procedure must be initiated within five (5) work days of its occurrence.

12.4 Failure at any step of this procedure to communicate in writing the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to the next step. Failure of the aggrieved party at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

12.5 Since it is important that grievances be processed 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.

12.6 **Informal, Stage 1.** The aggrieved party shall first discuss the grievance with his immediate supervisor with the objective of resolving the matter informally (Stage 1). The immediate supervisor shall meet with the aggrieved party within five (5) work days after receiving notice of the grievance. The immediate supervisor shall render a decision within five (5) work days after said meeting. If the grievance is initiated by a Principal with the superintendent proceed to Formal, Stage 2.

12.7 **Formal, Stage 2.** If as a result of the discussion the aggrieved party is not satisfied with the disposition of his grievance at Stage One, he may formally file the grievance in writing with the superintendent within five (5) work days after the decision at Stage 1, or fifteen (15) work days after the grievance was informally presented, whichever is sooner. The Superintendent shall meet with the aggrieved party prior to communicating his written decision. The Superintendent's written decision shall be rendered within ten (10) work days after the formal grievance was delivered to him.

12.8 **Formal, Stage 3.** If the aggrieved party is not satisfied with the disposition of his grievance at Stage Two or if no decision

has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, he may within five (5) work days after the decision by the Superintendent or ten (10) work days after the grievance was filed with the Superintendent at Stage Two, whichever is sooner, submit his grievance through the Superintendent to the Board of Education. The Board, or a committee designated by the Board shall meet with the aggrieved party and the Superintendent prior to communicating their written decision. The Board's written decision shall be rendered within twenty (20) work days after the grievance is received by the Board's

12.10 In the event that a case is appealed to an arbitrator on which he determines he has no power to rule or which he determines is not arbitrable, it shall be referred back to the parties without decision or recommendation on its merits.

12.11 **Formal, Stage 4.** If the aggrieved person is not satisfied with the disposition of his or her grievance at Stage 1, within five (5) work days after receipt of the Board's decision, or if no decision has been rendered, within thirty (30) calendar days after the grievance was delivered to the Board, the aggrieved may request that the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after the request of the aggrieved person by submitting a demand for arbitration to the Public Employees Relation Commission (PERC) and to the Board of Education. The parties shall be bound by the rules and procedures of PERC.

12.12 The arbitrator can add nothing to, nor subtract anything from, this Agreement between the parties or any policy of the Board of Education. The award of the arbitrator shall be final and binding on the parties.

12.13 It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation, misinterpretation, or misapplication of this Agreement.

12.14 The fact the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

12.15 The cost 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.

12.16 The aggrieved party may be accompanied and represented at all stages of the formal grievance (Stage 2 and beyond) by legal counsel or a representative from the local, state or national association.

12.17 Notices of grievances at all levels will be filed on forms jointly prepared by the Association and the Superintendent so as to facilitate operation of the grievance procedure.

12.18 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

12.19 While any proceeding is pending and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

12.20 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.

### **ARTICLE 13. DISMISSAL, DISCHARGE AND DISCIPLINE PROCEDURES**

13.1 **Hearing and Notice.** Whenever a Principal is required to appear before the Board, or any committee or designated representative thereof concerning any matter which would adversely affect the continuation of that Principal in his employment, he shall be given prior written notice of the reasons for such hearing and shall be entitled to have a chosen representative of the Principals present to advise him and represent him during such hearing. Said notice shall be given an individual at least five (5) days prior to such hearing.

13.2 **Dismissal Procedure.** In the event that any Principal is dismissed or discharged from his position before gaining tenure, he may request from the Board a written statement of reasons for such dismissal. Such reasons will be provided by the Board within ten (10) working days. Within five (5) working days from the receipt of the reasons, the Principal may request a Stage 3 grievance hearing with the Board. The Principal shall have the right to appeal an adverse decision at Stage 3 to the Commissioner of Education for a non-renewal or to PERC for a mid-contract termination as provided by law.

13.3 **Reprimand.** The parties agree that as a matter of practice any reprimand of a Principal with respect to his performance shall be made in confidence and not in public.

### **Article 14. Additional Rights**

14.1 **Representation.** The Board hereby agrees that every Principal of the Board shall have the right to freely organize, join and support the Montclair Principals Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising government power under the Laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Principal in the enjoyment of any rights conferred by the Laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any Principal with respect to hours, wages or any terms or conditions or employment by reason of his membership in the Montclair Principals Association and its affiliates, collective negotiations with the Board, or his institution of any



grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

14.2 **Additional Rights.** Nothing contained herein shall be construed to deny or restrict to any Principal such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Principals hereunder shall be deemed to be in addition to those provided elsewhere.

14.3 **Identification.** No Principal shall be prevented from wearing pins or other identification of membership in the Montclair Principals Association or its affiliates.

14.4 **Personnel Files.** An Employee shall have the right, upon request, to review the content of his personal files (excluding employment references, personal and academic references) and to receive copies. No materials (excluding employment references, personal and academic references) shall be placed in a Principal's personnel files without his knowledge. The Principal has the right to respond in writing to any materials placed in his files, and such response shall become part of the files.

14.5 **Complaint Procedure.** Any complaint regarding a Principal made to any administrator by a parent, student, or other person not having a position in the school system, shall be subject to the procedure set forth herein. A "complaint" is a serious statement which criticizes the Principal and which, if true, would adversely affect the evaluation of the Principal. Upon receipt of a complaint, **the immediate supervisor shall in all events inform the Principal of the complaint** and shall attempt to resolve the matter informally, which may include but is not limited to: (a) an invitation to the complaint to meet with the Principal; (b) a meeting of the Principal with the Supervisor,

In the event the Principal is not satisfied with the status of the matter after such attempted informal resolution, he may (I) have a meeting with the Superintendent (or his designee to discuss the matter and (ii) place a written statement concerning the matter in his own personnel file.

Any complaint as to which the procedure set forth herein has not been followed shall not be included in an evaluation, and violations of the provisions of this section shall be subject to the grievance procedure.

14.6 **Support.** The Board shall give full legal support, insofar as law will allow, to any Principal who has been assaulted in connection with the performance of his/her duties.

(a) The Board shall reimburse Principals for the reasonable cost of any clothing or other personal property damaged, stolen or destroyed as a result of an assault while the Principal was acting in the discharge of his/her duties within the scope of his/her employment.

(b) The Board shall reimburse Principals for medical, surgical and hospital expenses which exceed the coverage as provided in Section 6.1, which are incurred as a result of injury caused by such assault.

#### **Article 15. GENDER**

15.1 All references to the masculine gender in this Agreement shall be deemed to include the feminine gender, unless the context requires otherwise.

#### **Article 16. Employment Procedures**

16.1 **Contract Notice.** Principals shall be notified of their contract and salary status for the ensuing year not later than April 30 of each year.

16.2 **Termination Notice.** Sixty (60) days notice of termination of employment shall be given a Principal, and a Principal shall give sixty (60) days notice of resignation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed.

#### **MONTCLAIR BOARD OF EDUCATION**

By: Barbara Gottesman  
President

#### **MONTCLAIR PRINCIPALS ASSOCIATION**

By: Mel Katz  
President

**Appendix A-1**  
**Montclair Principals Association**  
**Salary Guides 2004-2005**

Guide steps will be renumbered 7/1/2001 to reflect agreed upon salaries. Individuals hired after 7/1/2001 will be placed on a guide step upon being hired, and will progress one step for each full year of employment on July 1 of each year as per board policy, until they reach the maximum specified for their position.

*Assistant Principals Salaries*

**10 Month Elem Asst. Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	77,269	77,785	78,300	78,816	80,081
2	78,469	78,985	79,500	80,016	81,281
3	79,688	80,204	80,719	81,235	82,500
4	80,925	81,441	81,956	82,472	83,737
5	82,181	82,697	83,212	83,728	84,993
6	83,456	83,972	84,487	85,003	86,268
7	84,750	85,266	85,781	86,297	87,562
8	86,065	86,580	87,096	87,611	88,877
9	87,399	87,914	88,430	88,945	90,211
10	88,754	89,269	89,785	90,300	91,566

**12 Month Elem Asst. Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	81,828	82,375	82,920	83,467	84,762
2	83,100	83,645	84,191	84,737	86,033
3	84,389	84,936	85,481	86,028	87,323
4	85,700	86,246	86,792	87,338	88,633
5	87,030	87,576	88,122	88,668	89,963
6	88,380	88,926	89,472	90,018	91,314
7	89,751	90,297	90,842	91,389	92,684
8	91,142	91,689	92,234	92,781	94,076
9	92,556	93,101	93,648	94,193	95,490
10	94,718	95,269	95,818	96,369	97,668

**Middle School Asst. Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	85,278	85,794	86,309	86,825	88,090
2	86,601	87,116	87,632	88,147	89,413
3	87,943	88,459	88,974	89,490	90,755
4	89,306	89,822	90,337	90,853	92,118
5	90,689	91,204	91,720	92,235	93,501
6	92,094	92,610	93,125	93,641	94,906
7	93,520	94,035	94,551	95,066	96,332
8	94,967	95,483	95,998	96,514	97,779
9	96,438	96,953	97,469	97,984	99,250
10	97,930	98,445	98,961	99,476	100,742

**HS Asst. Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	88,509	89,025	89,540	90,056	91,321
2	89,881	90,396	90,912	91,427	92,693
3	91,272	91,788	92,303	92,819	94,084
4	92,686	93,201	93,717	94,232	95,498
5	94,121	94,637	95,152	95,668	96,933
6	95,578	96,093	96,609	97,124	98,390
7	97,057	97,573	98,088	98,604	99,869
8	98,558	99,074	99,589	100,105	101,370
9	100,083	100,599	101,114	101,630	102,895
10	101,631	102,146	102,662	103,177	104,616
Grandf.	111,625	112,141	112,656	113,172	114,437

*Principals Salaries***Elementary Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	92,824	93,340	93,855	94,371	95,636
2	94,261	94,777	95,292	95,808	97,073
3	95,720	96,236	96,751	97,267	98,532
4	97,201	97,716	98,232	98,747	100,013
5	98,705	99,220	99,736	100,251	101,517
6	102,791	103,306	103,822	104,337	105,603
7	106,760	107,276	107,791	108,307	109,572
8	106,786	107,301	107,817	108,332	109,598
9	107,351	107,866	108,382	108,897	110,163
10	109,802	110,317	110,833	111,348	112,614
11	111,864	112,379	112,895	113,410	114,676
12	115,614	116,130	116,645	117,161	118,426

**Middle School Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	102,585	103,100	103,616	104,131	105,397
2	106,100	106,616	107,131	107,647	108,912
3	107,740	108,255	108,771	109,286	110,552
4	110,687	111,203	111,718	112,234	113,499
5	112,397	112,912	113,428	113,943	115,209
6	114,132	114,647	115,163	115,884	116,944
7	114,441	114,957	115,472	115,988	117,253
8	114,957	115,472	115,988	116,503	117,769
9	115,730	116,245	116,761	117,276	118,542
10	116,421	116,936	117,452	117,967	119,233
11	117,132	117,647	118,163	118,678	119,944

**High School Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	106,257	106,772	107,288	107,803	109,069
2	107,898	108,414	108,929	109,445	110,710
3	109,564	110,080	110,595	111,111	112,376
4	111,257	111,773	112,288	112,804	114,069
5	112,975	113,490	114,006	114,521	115,787
6	114,718	115,234	115,749	116,265	117,530
7	116,490	117,005	117,521	118,036	119,302
8	118,287	118,802	119,318	119,833	121,099
9	120,112	120,627	121,143	121,658	122,924
10	123,205	123,720	124,236	124,751	126,017
11	125,782	126,298	126,813	127,329	128,594
12	127,549	128,065	128,580	129,096	130,361

**Appendix A-2**  
**Montclair Principals Association**  
**Salary Guides 2005-06**

*Assistant Principals Salaries*

**10 Month Elem Asst. Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	79,665	80,196	80,728	81,259	82,814
2	80,902	81,433	81,965	82,496	84,051
3	82,158	82,690	83,221	83,753	85,308
4	83,434	83,965	84,497	85,028	86,583
5	84,729	85,260	85,792	86,323	87,878
6	86,044	86,575	87,106	87,638	89,193
7	87,378	87,909	88,440	88,972	90,527
8	88,733	89,264	89,796	90,327	91,882
9	90,108	90,640	91,171	91,703	93,257
10	91,505	92,036	92,568	93,099	94,654

**12 Month Elem Asst. Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	84,365	84,928	85,491	86,054	87,640
2	85,676	86,238	86,801	87,364	88,950
3	87,005	87,569	88,131	88,695	90,280
4	88,357	88,920	89,482	90,046	91,631
5	89,728	90,291	90,853	91,417	93,002
6	91,120	91,683	92,246	92,808	94,395
7	92,533	93,096	93,659	94,222	95,807
8	93,968	94,531	95,094	95,657	97,242
9	95,425	95,988	96,551	97,113	98,700
10	97,654	98,222	98,788	99,356	100,946

**Middle School Asst. Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	87,922	88,453	88,985	89,516	91,071
2	89,286	89,817	90,348	90,880	92,435
3	90,670	91,201	91,732	92,264	93,819
4	92,075	92,606	93,138	93,669	95,224
5	93,500	94,032	94,563	95,095	96,649
6	94,949	95,480	96,012	96,543	98,098
7	96,419	96,951	97,482	98,014	99,568
8	97,911	98,443	98,974	99,506	101,061
9	99,427	99,959	100,490	101,022	102,576
10	100,965	101,497	102,028	102,560	104,115

**HS Asst. Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	91,253	91,785	92,316	92,848	94,402
2	92,667	93,198	93,730	94,261	95,816
3	94,102	94,633	95,165	95,696	97,251
4	95,559	96,091	96,622	97,154	98,708
5	97,039	97,570	98,102	98,633	100,188
6	98,541	99,072	99,604	100,135	101,690
7	100,066	100,598	101,129	101,661	103,215
8	101,614	102,145	102,677	103,208	104,763
9	103,186	103,717	104,249	104,780	106,335
10	104,781	105,313	105,844	106,376	108,109
Grandf.	115,086	115,617	116,149	116,680	118,235

*Principals Salaries***Elementary Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	95,702	96,233	96,765	97,296	98,851
2	97,183	97,715	98,246	98,778	100,333
3	98,687	99,219	99,750	100,282	101,837
4	100,214	100,745	101,277	101,808	103,363
5	101,765	102,296	102,828	103,359	104,914
6	105,977	106,509	107,040	107,572	109,126
7	110,070	110,601	111,133	111,664	113,219
8	110,096	110,628	111,159	111,691	113,245
9	110,679	111,210	111,742	112,273	113,828
10	113,205	113,737	114,268	114,800	116,355
11	115,331	115,863	116,394	116,926	118,480
12	119,198	119,730	120,261	120,793	122,347

**Middle School Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	105,765	106,296	106,828	107,359	108,914
2	109,389	109,921	110,452	110,984	112,538
3	111,079	111,611	112,142	112,674	114,229
4	114,118	114,650	115,181	115,713	117,268
5	115,881	116,412	116,944	117,475	119,030
6	117,670	118,201	118,733	119,477	120,819
7	117,989	118,520	119,052	119,583	121,138
8	118,520	119,052	119,583	120,115	121,669
9	119,317	119,849	120,380	120,912	122,467
10	120,030	120,561	121,093	121,624	123,179
11	120,763	121,294	121,826	122,357	123,912

**High School Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	109,551	110,082	110,614	111,145	112,700
2	111,243	111,775	112,306	112,838	114,392
3	112,961	113,492	114,024	114,555	116,110
4	114,706	115,238	115,769	116,301	117,855
5	116,477	117,009	117,540	118,072	119,626
6	118,275	118,806	119,338	119,869	121,424
7	120,101	120,632	121,164	121,695	123,250
8	121,954	122,485	123,016	123,548	125,103
9	123,835	124,366	124,898	125,429	126,984
10	127,024	127,555	128,087	128,618	130,173
11	129,681	130,213	130,744	131,276	132,830
12	131,503	132,035	132,566	133,098	134,652

**Appendix A-3**  
**Montclair Principals Association**  
**Salary Guides 2006-07**

*Assistant Principals Salaries*

**10 Month Elem Asst. Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	82,294	82,843	83,392	83,941	85,547
2	83,572	84,121	84,670	85,219	86,825
3	84,870	85,419	85,968	86,517	88,123
4	86,187	86,736	87,285	87,834	89,440
5	87,525	88,074	88,623	89,172	90,778
6	88,883	89,432	89,981	90,530	92,136
7	90,261	90,810	91,359	91,908	93,514
8	91,661	92,210	92,759	93,308	94,914
9	93,082	93,631	94,180	94,729	96,335
10	94,525	95,074	95,623	96,172	97,778

**12 Month Elem Asst. Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	87,149	87,731	88,312	88,894	90,532
2	88,503	89,084	89,666	90,247	91,886
3	89,877	90,459	91,039	91,621	93,259
4	91,272	91,854	92,435	93,017	94,655
5	92,689	93,271	93,852	94,434	96,071
6	94,127	94,708	95,290	95,871	97,510
7	95,586	96,168	96,749	97,331	98,969
8	97,069	97,651	98,232	98,814	100,451
9	98,574	99,155	99,737	100,318	101,957
10	100,877	101,463	102,048	102,635	104,277

**Middle School Asst. Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	90,823	91,372	91,921	92,470	94,076
2	92,232	92,781	93,330	93,879	95,485
3	93,662	94,211	94,760	95,309	96,915
4	95,113	95,662	96,211	96,760	98,366
5	96,586	97,135	97,684	98,233	99,839
6	98,082	98,631	99,180	99,729	101,335
7	99,601	100,150	100,699	101,248	102,854
8	101,143	101,692	102,241	102,790	104,396
9	102,708	103,257	103,806	104,355	105,961
10	104,297	104,846	105,395	105,944	107,550

**HS Asst. Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	94,264	94,813	95,362	95,911	97,518
2	95,725	96,274	96,823	97,372	98,978
3	97,207	97,756	98,305	98,854	100,460
4	98,713	99,262	99,811	100,360	101,966
5	100,241	100,790	101,339	101,888	103,494
6	101,793	102,342	102,891	103,440	105,046
7	103,368	103,917	104,466	105,015	106,621
8	104,967	105,516	106,065	106,614	108,220
9	106,591	107,140	107,689	108,238	109,844
10	108,239	108,788	109,337	109,886	111,677
Grandf.	118,884	119,433	119,982	120,531	122,137

*Principals Salaries***Elementary Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	98,860	99,409	99,958	100,507	102,113
2	100,390	100,939	101,488	102,037	103,643
3	101,944	102,493	103,042	103,591	105,197
4	103,521	104,070	104,619	105,168	106,774
5	105,123	105,672	106,221	106,770	108,376
6	109,474	110,023	110,572	111,122	112,728
7	113,702	114,251	114,800	115,349	116,955
8	113,729	114,278	114,827	115,376	116,982
9	114,331	114,880	115,429	115,978	117,584
10	116,941	117,490	118,039	118,588	120,194
11	119,137	119,686	120,235	120,784	122,390
12	123,132	123,681	124,230	124,779	126,385

**Middle School Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	109,255	109,804	110,353	110,902	112,508
2	112,999	113,548	114,097	114,646	116,252
3	114,745	115,294	115,843	116,392	117,998
4	117,884	118,433	118,982	119,531	121,137
5	119,705	120,254	120,803	121,352	122,958
6	121,553	122,102	122,651	123,200	124,806
7	121,882	122,431	122,980	123,529	125,135
8	122,431	122,980	123,529	124,078	125,684
9	123,255	123,804	124,353	124,902	126,508
10	123,991	124,540	125,089	125,638	127,244
11	124,748	125,297	125,846	126,395	128,001

**High School Principal**

	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
11	113,166	113,715	114,264	114,813	116,419
2	114,914	115,463	116,012	116,561	118,167
3	116,689	117,238	117,787	118,336	119,942
4	118,492	119,041	119,590	120,139	121,745
5	120,321	120,870	121,419	121,968	123,574
6	122,178	122,727	123,276	123,825	125,431
7	124,064	124,613	125,162	125,711	127,317
8	125,978	126,527	127,076	127,625	129,231
9	127,922	128,471	129,020	129,569	131,175
10	131,216	131,765	132,314	132,863	134,469
11	133,961	134,510	135,059	135,608	137,214
12	135,843	136,392	136,941	137,490	139,096