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A G R E E M E N T

Between

Montgomery Township Board of Education

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF
MONTGOMERY,**

IN THE COUNTY OF SOMERSET, NEW JERSEY

and

THE ASSOCIATION OF PRINCIPALS AND SUPERVISORS

OF MONTGOMERY TOWNSHIP

X July 1, 1988 - June 30, 1990

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THIS AGREEMENT is entered into this 1st day of July, 1988 by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONTGOMERY, IN THE COUNTY OF SOMERSET, STATE OF NEW JERSEY, hereinafter, called the "Board", and the ASSOCIATION OF PRINCIPALS AND SUPERVISORS OF MONTGOMERY TOWNSHIP, hereinafter called the "Association."

ARTICLE I
RECOGNITION

A. Pursuant to the provisions of N.J.S.A. 34:3A-5.3, the Montgomery Township Board of Education hereby recognizes the Association of Principals and Supervisors of Montgomery Township as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following personnel, whether under contract, on leave, now employed or as may hereafter be employed by the Board:

Principals
Vice Principals
Supervisor of Humanities and Technolgy
Supervisor of Math/Science and Technology
Director of Pupil Services
Director of Guidance

B. Unless otherwise indicated, the term "Administrators," when hereinafter used in this Agreement shall refer to all employees in the bargaining unit as above defined.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations in accordance with N.J.S.A. 34:13A-5.3, in a good-faith effort to reach agreement concerning the terms and conditions of Administrators' employment.

Negotiations shall begin not later than November 1, of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all Administrators, be reduced to writing, and shall be signed by the Board and the Association upon adoption by the Board and the Association.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION:

1. A "grievance" shall mean a claim in writing by an Administrator or group of administrators that there has been to him/her or them a misinterpretation, misapplication or violation of any of the provisions of this Agreement.

A grievance to be considered under this procedure must be initiated by the Administrator within fifteen (15) calendar days (or five (5) working days, whichever is greater) of the time that the Administrator knows or should know of its occurrence; otherwise the same shall be deemed to have been abandoned. The term grievance shall not include the following:

- (a) Matters where a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or by the State Board of Education.

- (b) Matters which according to law are beyond the scope of Board authority or which are limited to unilateral action by the Board alone.
- (c) The failure or refusal of the Board to renew a contract of a non-tenured Administrator.
- (d) A complaint by any Administrator occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

2. A "Party" is a person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. PROCEDURE:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

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

3. It is understood that Administrators 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. 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. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.

5. Any party may be represented at all stages of the grievance procedure by himself/herself and/or one representative.

LEVEL ONE:

Any Administrator who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level.

LEVEL TWO:

If as a result of the discussion, the matter is not resolved to the satisfaction of the Administrator within ten (10) working days, he shall set forth within said ten (10) working day period his grievance in writing to his immediate superior on the grievance forms provided in the administrative manual. The immediate supervisor shall communicate his decision to the Administrator in writing with reasons within ten (10) working days of receipt of the written grievance.

LEVEL THREE:

The Administrator whose immediate superior is not the Superintendent of Schools shall, no later than five (5) working days after receipt of the immediate superior's decision (if same is not satisfactory) appeal the same to the Superintendent of Schools. The appeal to the Superintendent must be made in writing with a copy to the immediate superior setting forth the matter submitted to the immediate superior as specified above and the reasons for his dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve that matter as quickly as possible within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing to the Administrator and immediate superior.

LEVEL FOUR:

If the grievance is not resolved to the Administrator's satisfaction, he/she no later than five (5) working days after receipt of the Superintendent's decision whether under Level Two or Level Three, may request a review and hearing by the Board of Education. The request shall be submitted in writing with complete documentation to the Board, care of the Board Secretary,

with a copy to the Superintendent. The Board may consider the appeal on the written record submitted to it, or the Board may, on its own election, conduct a hearing; and it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the adverse parties who shall have the right to reply thereto. If the Board elects to conduct a hearing, it shall be held within twenty-one (21) calendar days of the receipt of the grievance appeal by the Board. The Board shall make a determination within twenty (20) working days from the receipt of the grievance appeal, or from the receipt of the requested additional materials, or from the date of the hearing, whichever is later, and shall in writing notify all interested parties through the Superintendent of Schools of its determination.

LEVEL FIVE:

(a) In the event any party is dissatisfied with the disposition of the grievance at Level Four, he/she may, within five (5) working days after the decision by the Board, request in writing that the grievance be submitted to arbitration.

(b) Within ten (10) working days after such written notice of request for 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. Having agreed to arbitrate, if the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The decision of the arbitrator shall be advisory only.

(c) The rules and procedures of the American Arbitration Association shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law (including the School Laws as embodied in

N.J.S.A. 18A), or which is violative of the terms of this Agreement; and he shall have no power to add to or subtract from or modify any of the terms of the Agreement nor shall he in any case have power to rule on any issue or dispute excepted from this grievance procedure by any other provision of this Agreement, including any decision made in the discretion of the Superintendent or the Board.

ARTICLE IV

SICK LEAVE

A. As of September 1 of the current school year, all Administrators on a twelve (12) month contract shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, and any Administrator on a ten (10) month contract shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Additional sick leave benefits may be granted by the Board of Education after it considers each case on its individual merit.

C. Administrators previously employed in the Montgomery Township School District shall, upon being re-employed therein, be credited with unused sick leave days previously earned in the said District up to a maximum of thirty (30) days.

D. Supplemental Compensation upon Retirement:

1. Each Administrator shall be entitled, upon retirement for service and age or disability from a state-administered retirement system, to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement in the manner and to the extent provided for herein. An Administrator who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment.

2. Such supplemental compensation upon retirement shall be computed exactly as that which exists for the current MTEA/Board Agreement and is to be adjusted to coincide with any future increases agreed upon between MTEA and the Board for the life of this (APSMT/Board) Agreement.

3. The lump sum supplemental compensation provided for accumulated sick days shall in no way affect, increase or decrease any pensions or retirement benefits to such retired Administrators.

4. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before December 1st of the school year prior to the school year in which the retirement becomes effective. In the event an Administrator fails to give notice by such December 1st due date, the Board may defer payment of all or part of the benefit to the school year following retirement.

ARTICLE V

EXTENDED LEAVES OF ABSENCES

A. Extended leaves of absence without pay may be granted at the sole discretion of the Board of Education.

B. All benefits to which Administrators were entitled at the time their leaves of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return. The Board will make every effort to offer a comparable position at the end of such leave.

C. All extensions or renewals of leave shall be applied for and granted in writing.

D. EXTENDED PROFESSIONAL DEVELOPMENT LEAVE:

1. Any Administrator covered by this Agreement may apply for an extended leave of absence with pay for professional development. The purpose of the leave shall be to stimulate and improve the Administrator in the performance of his duties and shall be limited to attendance at seminars, conferences, or extended workshop sessions relating to the professional role of the Administrator in the School District.

In addition thereto, any Administrator with seven (7) years experience in District administration may apply for up to a one (1) month extended leave of absence with pay for such professional purposes as research, authoring an article, etc., said professional purposes to be to stimulate and improve the Administrator in the performance of his duties. The granting of this extended leave shall be limited to no more than two (2) Administrators per school year totaling no more than two (2), non-contiguous leaves per school year.

2. The Administrator requesting such leave shall make application to the Superintendent at least two (2) months prior to the date of leave on a form to be prepared and supplied by the Superintendent, which form shall include provision for description of the seminar, conference or workshop proposed to be attended, the length of the leave applied for, the expense, if any, which the Administrator expects the Board to assume, and an explanation of how the granting of the leave and attendance at the educational function involved will result in a direct benefit to the school system of Montgomery Township and improvement of the Administrator's professional development.

3. Recommendation to the Board for the granting or denial of such leave and the expense, if any, to be borne by the Board, shall be made by the Superintendent in his sole discretion. Final approval or denial of the application will be made by the Board in its sole discretion. The action of the Superintendent and/or the Board in granting or denying the leave shall not be subject to review under the grievance procedure.

ARTICLE VI

PERSONAL LEAVE

A. Personal leave with pay shall be granted to Administrators to attend to matters of a personal nature which cannot be dealt with at other times, provided the granting or denial of such leave will be within the sole descretion of the Superintendent. Requests for such leave must be made in advance whenever possible.

ARTICLE VII

INSURANCE PROTECTION

A. The Board shall pay full premium for health care for each employee and full family coverage, if applicable. This coverage will include full coverage for Blue Cross, Blue Shield, 1420 Series/23, Rider "J" 365/23 and Major Medical with currently existing automatic rollover, as provided under the Hospital Service Plan of New Jersey. The Board agrees to distribute any descriptive pamphlets furnished to it by the Hospital Service Plan of New Jersey. The Board may substitute coverage under a private plan provided such coverage is substantially equal to or better than the insurance coverage under the Hospital Service Plan of New Jersey, subject to Association approval.

B. The Board will provide and pay the full premium for Prescription-Drug Program described as "\$2.00 Co-pay with contraceptives," for each employee and full family coverage, where applicable. The Board may substitute coverage once instituted with any plan, provided such coverage is substantially equal to or better than the insurance coverage originally provided.

C. Effective July 1, 1988, the Board will provide and pay for the Delta Dental Plan of New Jersey, Inc. with a maximum annual benefit of \$1,500.00. Furthermore, they will give each employee their choice of single, husband/wife, parent/child and family coverages and also guarantee to pay a per employee cost of up to a maximum of \$1,500.00 in 1988/90.

D. The Board will institute a rider to its present insurance program in order to provide employees with coverage for personal property lost in the School District to a maximum of \$500.00 per loss per incident and a maximum of \$5,000.00 for any combined loss.

E. During an extended leave pursuant to Article V of this Agreement, the Administrator shall have the opportunity to remain in all the insurance plans through the payment of the appropriate premiums to the Business Office.

F. The Board will provide and pay for a salary-payer plan which pays, during disability, from the 60th day (i.e., a 60 day wait period) to age 65 at the rate of \$1,800 per month. To qualify, APSMT members must also be dues paying members of a participating professional association.

ARTICLE VIII

VACATIONS

A. All Administrators under twelve (12) month contracts shall be entitled to a vacation period not to exceed one (1) calendar month if taken consecutively or a total of twenty-two (22) working days (Saturdays, Sundays and Legal Holidays excluded) if not taken consecutively.

All Administrators shall be eligible for additional vacation days as follows:

- (a) Three (3) vacation days after ten (10) years in District Administration;
- (b) Six (6) vacation days after twenty (20) years in District Administration;
- (c) Nine (9) vacation days after twenty-five (25) years in District Administration.

B. All Administrators under ten (10) month contracts shall be entitled to the same vacation periods as granted teachers under the existing contract with the Montgomery Township Education Association, Inc., provided, however, that the foregoing shall not be construed as intending to terminate the work year of such ten (10) month Administrators prior to June 30th, nor shall the period between the end of the teachers' work year (pursuant to the School Calendar adopted by the Board) through June 30th be considered part of such vacation period.

C. Vacation time shall be scheduled by the Superintendent, either during the months of July or August or during the Winter and Spring recess periods, after consultation with the Association. Vacation days may be taken during such time as school is in session only with the express prior written permission of the Superintendent.

D. If, as the result of the Superintendent's written request or with his prior written approval, any vacation time cannot be scheduled as provided in Paragraph C above, within the school year next following the year in which earned, such unused vacation time shall be scheduled by the Superintendent, after consultation with the Administrator involved, for use within the following school year, but shall not accumulate thereafter.

ARTICLE IX

ANNUAL PHYSICAL

Each member will receive reimbursement for an annual physical exam up to a maximum of \$200.00

ARTICLE X

SALARIES

A. 1. The salaries of all Administrators covered by this Agreement and presently employed by the Board shall be by calculating the appropriate determined salary factor from Appendix A and multiplying by the base (Appendix A) for that contract year.

2. A merit pay plan will be in effect on September 1, 1988 in accordance with criteria and procedures set forth in Appendix "B". Said merit pay to be paid out on or before July 1, 1989. The Board Secretary will report to APSMT in August 1989 and 1990, the aggregate amount paid under the provision.

B. 1. Administrators shall be employed on a twelve (12) month basis and shall be paid in twenty-four (24) equal semi-monthly installments.

2. When a payday falls on or during a holiday, vacation or weekend, administrators shall receive their paychecks on the last previous working day.

3. Whenever practicable, administrators shall be notified of their contract and salary status for the ensuing year no later than April 15, or ten (10) school days after ratification of the Contract, whichever is later.

C. The Board agrees to meet at reasonable intervals with the Association at regular Board work meetings to discuss evaluation/remuneration.

D. Each administrator shall receive \$400.00 per school year payable in October toward professional dues.

E. Longevity - After fifteen (15) years total experience as an Administrator, and seven (7) years experience as an Administrator in Montgomery Township Schools, a qualified individual will receive a \$500 stipend and an additional \$100 for every year of administrative experience above the fifteen (15) years. The maximum total annual stipend will be \$1,500 as determined by the parameters of this article.

The longevity pay will become part of the contracted amount and will be retroactive to July 1, 1988. The longevity pay will be in addition to the salaries calculated by the formula in Appendix A.

ARTICLE XI

GRADUATE CREDIT TUITION REIMBURSEMENT

A. Each Administrator pursuing graduate study shall be entitled to full or partial reimbursement for all or part of the cost of accredited courses taken after July 1, 1973, under the following conditions:

1. Application must be made to the Superintendent in advance of enrollment for each course and each course must be approved for reimbursement by the Superintendent prior to such enrollment. The decision of the Superintendent shall be final and will not be subject to the grievance procedure.

2. Reimbursement is limited to courses for which a passing grade has been earned, as determined by an official transcript.

3. Each Administrator is limited to a maximum of six (6) credited hours per school year.

4. All courses must be taken at an accredited college or university, as recognized by the New Jersey State Department of Education.

5. In order to receive reimbursement, the Administrator must be in the employ of the District at the time the reimbursement is to be made and must present a receipt of payment from the college or university, together with an official transcript and claim form. An Administrator who wishes to be reimbursed for graduate credits taken during the spring or summer term of any given year must have been granted and accepted an employment contract for the following year.

6. The amount of the reimbursement will be subject to the following limitations:

- (a) The basic rate is established at the New Jersey State College graduate course rate at the time that application is submitted.
- (b) Actual tuition charges less than the applicable basic rate per course will be reimbursed at the actual tuition charge.

7. Payment for courses will be made in the September following the school year in which the course was completed.

ARTICLE XII

MISCELLANEOUS

A. Where an Administrator is required to use his automobile in the performance of his duties, he shall be reimbursed at the current I.R.S. rate for the duration of the contract.

B. The members of the Association shall have the opportunity to review all future Montgomery Township Education Association -Montgomery Township Board of Education contracts prior to ratification thereof.

C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

D. Any individual contract between the Board and an individual Administrator heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains language inconsistent with this Agreement, then this Agreement, during its duration, shall be controlling.

E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as otherwise provided by N.J.A.S.A. 34:13A-5.3.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by written notice to the following addresses:

1. If by Association, to "The Board of Education of the Township of Montgomery" Box 147B, Skillman, New Jersey 08558.
2. If by Board, to "Association of Principals and Supervisors of Montgomery Township," §The President thereof, at his home address.

G. 1. No later than April 30, the Board of Education shall give to each non-tenured Administrator, continuously employed since the preceding September 30th, either:

- (a) A written offer of a contract for employment for the next succeeding year providing for usual termination clause on notice and at such salary and benefits as may be agreed upon between the Board and the Association; or
- (b) A written notice that such employment will not be offered;
- (c) If the non-tenure Administrator desires to accept such employment he shall notify the Board of such acceptance in writing within ten (10) school days after receipt of such an offer.

2. Any non-tenured Administrator who receives a notice of non-employment may within five (5) days thereafter request in writing a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the Administrator in writing within five (5) days after receipt of such request.

3. Any non-tenured Administrator who has received such notice of non-employment and statement of reasons shall be entitled to an informal appearance before the Board, provided a written request for hearing is received in the office of the Secretary of the Board within five (5) days after receipt by the Administrator of the statement of reasons.

4. Wherever practicable, the informal appearance shall be scheduled and the Board's determination rendered no later than May 30. The Board's determination shall not be subject to appeal through the grievance procedure.

ARTICLE XIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1990. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicted, unless it is extended in writing signed by both parties.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attended by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

ASSOCIATION OF PRINCIPALS AND SUPERVISORS

BOARD OF EDUCATION OF MONTGOMERY TOWNSHIP

Boyd Somers
President

Sybil L. Ryan
President

ATTEST:
John R. Adams
Secretary

ATTEST:
James H. Stump
Secretary

January 4, 1989
Date

1/4/89
Date

APPENDIX "A"

SALARY FACTOR GUIDE

<u>EXPERIENCE</u>	<u>CONTRACT</u>	<u>RESPONSIBILITY</u>	<u>EDUCATION</u>
0 - 1 Year .05	1.0-10 months	.60 -High School Principal	.00-M.A.
1+ - 2 Years .10	1.10-11 months	.45 -Elementary School Principal	.01-M.A.+15
2+ - 3 Years .10	1.20-12 months	.45 -Middle School Principal	02-M.A.+30
3+ - 4 Years .15		.32 Year 1 .33 Year 2 H.S. Vice Principal	M.A.+60 .047 Year 1 .05 Year 2
4+ - 5 Years .20		.32 Year 1 .33 Year 2 Director of Pupil Services	Doctorate .067 Year 1 .07 Year 2
5+ - Years .25		.32 Year 1 .33 Year 2 Directors of Humanities/ Tech. and Supervisor of Math/Science/Tech. .22 Year 1 .23 Year 2 Director of Guidance	

Other Provisions

"Years of experience (in or out of the district) as a an administrator."

BASE

1987/88	\$29,276
1988/89	\$31,900
1989/90	\$34,760

*Longevity not included

APPENDIX B

**ADMINISTRATIVE
MERIT PAY**

Administrator _____ Date _____

- | | 5 | 4 | 3 | N/O | N/A |
|---|-------|-------|-------|-------|-------|
| 1. <u>Leadership of Educational Program</u> | | | | | |
| . Guides the improvement of teaching. | _____ | _____ | _____ | _____ | _____ |
| . Uses data to determine the maintenance or modification of program. | _____ | _____ | _____ | _____ | _____ |
| . Facilitates curriculum planning. | _____ | _____ | _____ | _____ | _____ |
| . Motivates personnel to achieve optimum performance in respective skills. | _____ | _____ | _____ | _____ | _____ |
| . Maintains a positive climate in the school program. | _____ | _____ | _____ | _____ | _____ |
| 2. <u>Annual Planning</u> | | | | | |
| . Establishes annual goals related to district goals | _____ | _____ | _____ | _____ | _____ |
| . Prepares an annual management plan. | _____ | _____ | _____ | _____ | _____ |
| . Implements the management plan, adjusting according to changing circumstances. | _____ | _____ | _____ | _____ | _____ |
| . Actively pursues professional development for self and others related to long and short term goals. | _____ | _____ | _____ | _____ | _____ |
| 3. <u>Personnel Administration</u> | | | | | |
| . Evaluations are written in accordance with local and state evaluation procedures. | _____ | _____ | _____ | _____ | _____ |
| . Actively seeks improvement of instruction through supervision. | _____ | _____ | _____ | _____ | _____ |
| 4. <u>Management of Basic Services</u> | | | | | |
| . Creates a positive school environment. | _____ | _____ | _____ | _____ | _____ |
| . Requests and disburses budget allocation efficiently. | _____ | _____ | _____ | _____ | _____ |
| . Submits timely and accurate reports. | _____ | _____ | _____ | _____ | _____ |
| 5. <u>Constituency Relationships</u> | | | | | |
| . Maintains open communication with parents. | _____ | _____ | _____ | _____ | _____ |
| . Communicates openly and freely with teachers. | _____ | _____ | _____ | _____ | _____ |
| . Interacts positively with students. | _____ | _____ | _____ | _____ | _____ |
| 6. <u>Outstanding Effort</u> | | | | | |
| . Special project or effort to tackle a major problem. | _____ | _____ | _____ | _____ | _____ |