

Agreement

Between the
Montclair Board of Education
and the
Montclair Principals Association

For the School Years

2007-2010

Memorandum of Agreement between

The Montclair Board of Education (MBOE) and
The Montclair Principals Association (MPA)

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

2007-08, 2008-09, 2009-10

Agreement (hereinafter the "Agreement") made as of the 1st day of July, 2007, 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 1, 2007 and end on June 30, 2010.

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-3 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 \$50 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.

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 \$900 per year per Principal for all three contract years.

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	\$3,750	\$1,000
Year 2	\$3,750	\$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	\$1,500
Year 2	\$1,500
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 \$8,000 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 either \$20,000 or the maximum amount specified by law, whichever is lower.

To be eligible, eligible Principals shall have terminated employment by reason of retirement, following the above required consecutive years of employment by the Board and must have accumulated and unused sick days in excess of 50 days, and filed for retirement with the board at least 5 months prior to the date of retirement. The five month requirement may be waived in cases of emergency with mutual consent between the Superintendent and the Employee.

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:

President

John Carlton

MONTCLAIR PRINCIPALS ASSOCIATION

By:

President

Mel Katz

Appendix A-1
Montclair Principals Association

Guide steps will be renumbered to reflect agreed upon individual salaries. Individuals hired after 7/1/2007 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.

Principals Salaries

2007-08

Elementary Principal

	MA	MA10	MA20	MA30	DR
1	\$107,971	\$108,513	\$109,054	\$109,597	\$111,181
2	\$110,740	\$111,295	\$111,850	\$112,407	\$114,031
3	\$113,579	\$114,149	\$114,718	\$115,289	\$116,955
4	\$117,966	\$118,535	\$119,105	\$119,675	\$121,341
5	\$118,618	\$119,188	\$119,758	\$120,327	\$121,993
6	\$121,326	\$121,896	\$122,465	\$123,035	\$124,701
7	\$123,605	\$124,174	\$124,744	\$125,313	\$126,980
8	\$127,749	\$128,319	\$128,889	\$129,458	\$131,124

Middle School Principal

	MA	MA10	MA20	MA30	DR
1	\$116,667	\$117,225	\$117,783	\$118,342	\$119,974
2	\$119,048	\$119,618	\$120,187	\$120,757	\$122,423
3	\$124,194	\$124,764	\$125,333	\$125,903	\$127,569
4	\$126,111	\$126,681	\$127,250	\$128,048	\$129,486
5	\$126,453	\$127,022	\$127,592	\$128,161	\$129,828
6	\$127,877	\$128,447	\$129,016	\$129,586	\$131,252
7	\$128,641	\$129,210	\$129,780	\$130,349	\$132,016
8	\$129,426	\$129,996	\$130,565	\$131,135	\$132,801

High School Principal

	MA	MA10	MA20	MA30	DR
1	\$120,488	\$120,975	\$121,462	\$121,949	\$123,373
2	\$122,947	\$123,444	\$123,941	\$124,438	\$125,891
3	\$125,456	\$125,963	\$126,470	\$126,977	\$128,460
4	\$128,673	\$129,193	\$129,713	\$130,233	\$131,754
5	\$131,972	\$132,505	\$133,039	\$133,572	\$135,132
6	\$135,356	\$135,903	\$136,450	\$136,997	\$138,597
7	\$138,118	\$138,677	\$139,235	\$139,793	\$141,426
8	\$140,937	\$141,507	\$142,076	\$142,646	\$144,312

Assistant Principal Salaries**2007-2008****10 Month Elem Asst. Principal**

	MA	MA10	MA20	MA30	DR
1	\$ 85,380	\$ 85,950	\$ 86,519	\$ 87,089	\$ 88,755
2	\$ 86,706	\$ 87,276	\$ 87,845	\$ 88,415	\$ 90,081
3	\$ 88,053	\$ 88,622	\$ 89,192	\$ 89,761	\$ 91,428
4	\$ 90,807	\$ 91,377	\$ 91,946	\$ 92,516	\$ 94,182
5	\$ 93,646	\$ 94,215	\$ 94,785	\$ 95,355	\$ 97,021
6	\$ 95,098	\$ 95,668	\$ 96,237	\$ 96,807	\$ 98,473
7	\$ 96,573	\$ 97,142	\$ 97,712	\$ 98,281	\$ 99,948
8	\$ 98,070	\$ 98,639	\$ 99,209	\$ 99,778	\$101,445

12 Month Elem Asst. Principal

	MA	MA10	MA20	MA30	DR
1	\$ 92,827	\$ 93,440	\$ 94,005	\$ 94,570	\$ 96,162
2	\$ 94,241	\$ 94,863	\$ 95,436	\$ 96,010	\$ 97,626
3	\$ 95,676	\$ 96,308	\$ 96,890	\$ 97,473	\$ 99,113
4	\$ 96,936	\$ 97,576	\$ 98,166	\$ 98,756	\$100,418
5	\$ 99,218	\$ 99,822	\$100,425	\$101,030	\$102,730
6	\$100,952	\$101,557	\$102,161	\$102,767	\$104,469
7	\$102,517	\$103,121	\$103,726	\$104,331	\$106,035
8	\$105,416	\$106,029	\$106,640	\$107,254	\$108,969

Middle School Asst. Principal

	MA	MA10	MA20	MA30	DR
1	\$ 94,229	\$ 94,798	\$ 95,368	\$ 95,938	\$ 97,604
2	\$ 95,691	\$ 96,260	\$ 96,830	\$ 97,399	\$ 99,066
3	\$ 97,174	\$ 97,744	\$ 98,314	\$ 98,883	\$100,549
4	\$100,208	\$100,778	\$101,347	\$101,917	\$103,583
5	\$103,336	\$103,906	\$104,475	\$105,045	\$106,711
6	\$104,936	\$105,505	\$106,075	\$106,645	\$108,311
7	\$106,560	\$107,129	\$107,699	\$108,268	\$109,935
8	\$108,431	\$109,002	\$109,573	\$110,144	\$111,813

HS Asst. Principal

	MA	MA10	MA20	MA30	DR
1	\$ 99,315	\$ 99,884	\$100,454	\$101,023	\$102,690
2	\$101,581	\$102,155	\$102,729	\$103,302	\$104,981
3	\$103,000	\$103,564	\$104,128	\$104,692	\$106,342
4	\$105,610	\$106,180	\$106,749	\$107,319	\$108,985
5	\$107,244	\$107,814	\$108,383	\$108,953	\$110,619
6	\$108,903	\$109,473	\$110,042	\$110,612	\$112,278
7	\$110,588	\$111,158	\$111,727	\$112,297	\$113,963
8	\$112,374	\$112,944	\$113,514	\$114,066	\$115,943
<i>Grandf.</i>	\$123,342	\$123,911	\$124,481	\$125,050	\$126,717

Appendix A-2
Montclair Principals Association
Salaries 2008-2009

Assistant Principal Salaries **2008-09**

10 Month Elem Asst. Principal					
	MA	MA10	MA20	MA30	DR
1	\$ 91,433	\$ 91,998	\$ 92,563	\$ 93,127	\$ 94,779
2	\$ 92,826	\$ 93,399	\$ 93,972	\$ 94,546	\$ 96,223
3	\$ 94,239	\$ 94,821	\$ 95,403	\$ 95,985	\$ 97,688
4	\$ 95,674	\$ 96,265	\$ 96,856	\$ 97,447	\$ 99,176
5	\$ 97,158	\$ 97,748	\$ 98,339	\$ 98,930	\$100,659
6	\$ 98,664	\$ 99,255	\$ 99,846	\$100,437	\$102,166
7	\$100,194	\$100,785	\$101,376	\$101,967	\$103,696
8	\$101,747	\$102,338	\$102,929	\$103,520	\$105,249

12 Month Elem Asst. Principal					
	MA	MA10	MA20	MA30	DR
1	\$ 98,006	\$ 98,605	\$ 99,203	\$ 99,802	\$100,400
2	\$ 99,499	\$100,106	\$100,714	\$101,321	\$101,929
3	\$101,014	\$101,631	\$102,248	\$102,864	\$103,481
4	\$102,344	\$102,969	\$103,594	\$104,219	\$104,844
5	\$104,135	\$104,771	\$105,407	\$106,043	\$106,679
6	\$105,958	\$106,605	\$107,252	\$107,899	\$108,546
7	\$107,812	\$108,470	\$109,129	\$109,787	\$110,445
8	\$109,537	\$110,206	\$110,875	\$111,544	\$112,213

Middle School Asst. Principal					
	MA	MA10	MA20	MA30	DR
1	\$ 99,332	\$ 99,905	\$100,479	\$101,052	\$102,729
2	\$100,845	\$101,427	\$102,009	\$102,591	\$104,294
3	\$102,380	\$102,971	\$103,562	\$104,153	\$105,882
4	\$102,380	\$102,905	\$103,430	\$103,955	\$105,555
5	\$105,403	\$105,984	\$106,565	\$107,146	\$108,845
6	\$108,871	\$109,462	\$110,053	\$110,644	\$112,373
7	\$110,556	\$111,146	\$111,737	\$112,328	\$114,057
8	\$112,498	\$113,090	\$113,682	\$114,274	\$116,006

HS Asst. Principal					
	MA	MA10	MA20	MA30	DR
1	\$104,714	\$105,278	\$105,843	\$106,408	\$108,060
2	\$106,308	\$106,882	\$107,455	\$108,028	\$109,705
3	\$107,927	\$108,509	\$109,091	\$109,673	\$111,376
4	\$109,571	\$110,162	\$110,753	\$111,343	\$113,072
5	\$111,266	\$111,857	\$112,448	\$113,039	\$114,768
6	\$112,987	\$113,578	\$114,169	\$114,760	\$116,489
7	\$114,735	\$115,326	\$115,917	\$116,508	\$118,237
8	\$116,588	\$117,179	\$117,770	\$118,343	\$120,291
Grandf.	\$127,966	\$128,557	\$129,148	\$129,739	\$131,468

Principals Salaries**2008-09****Elementary Principal**

	MA	MA10	MA20	MA30	DR
1	\$111,728	\$112,361	\$112,840	\$113,319	\$114,780
2	\$115,184	\$115,836	\$116,330	\$116,824	\$118,329
3	\$118,746	\$119,419	\$119,928	\$120,437	\$121,989
4	\$122,419	\$123,112	\$123,637	\$124,162	\$125,762
5	\$124,253	\$124,849	\$125,446	\$126,043	\$127,788
6	\$125,876	\$126,467	\$127,058	\$127,649	\$129,378
7	\$128,240	\$128,831	\$129,422	\$130,013	\$131,741
8	\$132,540	\$133,131	\$133,722	\$134,313	\$136,042

Middle School Principal

	MA	MA10	MA20	MA30	DR
1	\$121,434	\$121,935	\$122,437	\$122,938	\$124,467
2	\$124,547	\$125,062	\$125,576	\$126,091	\$127,659
3	\$127,089	\$127,614	\$128,139	\$128,664	\$130,264
4	\$131,195	\$131,785	\$132,376	\$132,967	\$134,696
5	\$131,785	\$132,376	\$132,967	\$133,558	\$135,287
6	\$132,672	\$133,263	\$133,854	\$134,445	\$136,174
7	\$133,465	\$134,056	\$134,647	\$135,238	\$136,966
8	\$134,280	\$134,870	\$135,461	\$136,052	\$137,781

High School Principal

	MA	MA10	MA20	MA30	DR
1	\$125,006	\$125,511	\$126,017	\$126,522	\$128,000
2	\$127,557	\$128,073	\$128,588	\$129,104	\$130,612
3	\$130,161	\$130,687	\$131,213	\$131,739	\$133,278
4	\$133,498	\$134,038	\$134,577	\$135,117	\$136,695
5	\$136,921	\$137,474	\$138,028	\$138,581	\$140,200
6	\$140,432	\$140,999	\$141,567	\$142,134	\$143,795
7	\$143,298	\$143,877	\$144,456	\$145,035	\$146,729
8	\$146,222	\$146,813	\$147,404	\$147,995	\$149,724

Appendix A-3
Montclair Principals Association
Salaries 2009-2010

Assistant Principal Salaries 2009-10

10 Month Elem Asst. Principal

	MA	MA10	MA20	MA30	DR
1	\$ 94,862	\$ 95,448	\$ 96,034	\$ 96,620	\$ 98,334
2	\$ 96,306	\$ 96,901	\$ 97,496	\$ 98,091	\$ 99,831
3	\$ 94,780	\$ 95,394	\$ 96,007	\$ 96,620	\$ 98,413
4	\$ 97,745	\$ 98,359	\$ 98,972	\$ 99,585	\$101,378
5	\$100,801	\$101,414	\$102,027	\$102,640	\$104,434
6	\$102,364	\$102,977	\$103,591	\$104,204	\$105,997
7	\$103,951	\$104,564	\$105,178	\$105,791	\$107,584
8	\$105,563	\$106,176	\$106,789	\$107,402	\$109,196

12 Month Elem Asst. Principal

	MA	MA10	MA20	MA30	DR
1	\$ 99,514	\$100,122	\$100,730	\$101,337	\$101,945
2	\$101,545	\$102,165	\$102,785	\$103,406	\$104,026
3	\$103,618	\$104,250	\$104,883	\$105,516	\$106,149
4	\$105,732	\$106,378	\$107,024	\$107,669	\$108,315
5	\$107,780	\$108,438	\$109,096	\$109,755	\$110,413
6	\$109,931	\$110,602	\$111,274	\$111,945	\$112,616
7	\$111,855	\$112,538	\$113,221	\$113,904	\$114,587
8	\$113,645	\$114,339	\$115,033	\$115,727	\$116,421

Middle School Asst. Principal

	MA	MA10	MA20	MA30	DR
1	\$103,057	\$103,652	\$104,247	\$104,841	\$106,581
2	\$104,626	\$105,230	\$105,834	\$106,438	\$108,205
3	\$104,599	\$105,212	\$105,825	\$106,438	\$108,232
4	\$106,219	\$106,764	\$107,309	\$107,853	\$109,513
5	\$107,864	\$108,389	\$108,914	\$109,439	\$111,039
6	\$110,500	\$111,025	\$111,550	\$112,075	\$113,675
7	\$114,701	\$115,314	\$115,928	\$116,541	\$118,334
8	\$116,716	\$117,331	\$117,945	\$118,559	\$120,357

HS Asst. Principal

	MA	MA10	MA20	MA30	DR
1	\$108,640	\$109,226	\$109,812	\$110,398	\$112,112
2	\$110,295	\$110,890	\$111,484	\$112,079	\$113,819
3	\$111,974	\$112,578	\$113,182	\$113,786	\$115,553
4	\$113,680	\$114,293	\$114,906	\$115,519	\$117,312
5	\$115,438	\$116,052	\$116,665	\$117,278	\$119,071
6	\$117,224	\$117,837	\$118,450	\$119,063	\$120,857
7	\$119,038	\$119,651	\$120,264	\$120,877	\$122,671
8	\$120,960	\$121,573	\$122,187	\$122,781	\$124,802
Grandf.	\$132,765	\$133,378	\$133,991	\$134,604	\$136,398

Principals Salaries**2009-10****Elementary Principal**

	MA	MA10	MA20	MA30	DR
1	\$115,016	\$115,490	\$115,965	\$116,439	\$117,885
2	\$117,965	\$118,452	\$118,938	\$119,425	\$120,908
3	\$120,990	\$121,489	\$121,988	\$122,487	\$124,008
4	\$124,092	\$124,604	\$125,116	\$125,628	\$127,188
5	\$127,274	\$127,799	\$128,324	\$128,849	\$130,449
6	\$130,596	\$131,209	\$131,823	\$132,436	\$134,229
7	\$133,049	\$133,662	\$134,275	\$134,888	\$136,682
8	\$137,510	\$138,123	\$138,737	\$139,350	\$141,143

Middle School Principal

	MA	MA10	MA20	MA30	DR
1	\$124,081	\$124,590	\$125,100	\$125,610	\$127,093
2	\$127,262	\$127,785	\$128,308	\$128,831	\$130,352
3	\$130,525	\$131,061	\$131,598	\$132,134	\$133,694
4	\$133,872	\$134,422	\$134,972	\$135,522	\$137,122
5	\$136,727	\$137,341	\$137,954	\$138,567	\$140,360
6	\$137,648	\$138,261	\$138,874	\$139,487	\$141,281
7	\$138,470	\$139,083	\$139,696	\$140,309	\$142,102
8	\$139,315	\$139,928	\$140,541	\$141,154	\$142,948

High School Principal

	MA	MA10	MA20	MA30	DR
1	\$129,694	\$130,218	\$130,742	\$131,266	\$132,800
2	\$132,341	\$132,876	\$133,410	\$133,945	\$135,510
3	\$135,042	\$135,587	\$136,133	\$136,679	\$138,275
4	\$138,504	\$139,064	\$139,624	\$140,183	\$141,821
5	\$142,056	\$142,630	\$143,204	\$143,778	\$145,457
6	\$145,698	\$146,287	\$146,876	\$147,465	\$149,187
7	\$148,671	\$149,272	\$149,873	\$150,474	\$152,232
8	\$151,706	\$152,319	\$152,932	\$153,545	\$155,338