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AGREEMENT

Between

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

1971-1972

CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION	1
II	NEGOTIATION OF SUCCESSOR AGREEMENT	2
III	GRIEVANCE PROCEDURE	3-7
IV	SICK LEAVE	8
V	EXTENDED LEAVES OF ABSENCE	9
VI	PERSONAL LEAVES	10
VII	INSURANCE PROTECTION	11
VIII	VACATIONS	12
IX	SALARIES	13
X	MISCELLANEOUS	14-15
XI	DURATION OF AGREEMENT	16
	APPENDIX "A"	17

THIS AGREEMENT, entered into this 1st day of November 1971, 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 the Laws of 1968, the State of New Jersey, the Montgomery Township Board of Education hereby recognizes the Association of Principals and Supervisors of Montgomery Township as the exclusive and sole representatives 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

Curriculum Supervisors

Director of Special Services/Psychologist

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 negotiation in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement concerning the terms and conditions of Administrator's 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

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 and/or one representative.

ARTICLE III  
Grievance Procedure

C.

LEVEL ONE:

Any Administrator who has a grievance shall discuss it first with his immediate superior 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 superior 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 Administrators 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 carbon 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, no later than five (5) working days after receipt of the Superintendent's decision

ARTICLE III  
Grievance Procedure

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 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

ARTICLE III  
Grievance Procedure

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, 1971, 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.

ARTICLE V

EXTENDED LEAVES OF ABSENCE

- 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.

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 discretion 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 coverage as set forth herein for each Administrator and his family. This coverage will be Hospital-Surgical (Blue Cross/Blue Shield, or substantial equivalent, including Rider "J") and Major Medical. The Board agrees to distribute any descriptive pamphlets furnished to it by the insurance carriers. In the event the insurance program provides for a waiting period for newly covered Administrators, the Board shall not be responsible for coverage during such period.

B. 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.

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.
- 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 and 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.

ARTICLE IX

SALARIES

- A. The salaries of all Administrators covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.
- B. 1. Administrators shall be employed on a twelve (12) month basis and shall be paid in twenty-four (24) equal semi-monthly installments, with the sole exception of the Director of Special Services/Psychologist who shall be employed on a ten (10) month basis and shall be paid in twenty (20) 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.

APPENDIX "A"

HIGH SCHOOL PRINCIPAL	\$ 21,000.00
HIGH SCHOOL VICE PRINCIPAL	15,900.00
ORCHARD ROAD SCHOOL PRINCIPAL	17,950.00
BURNT HILL ROAD SCHOOL PRINCIPAL	17,550.00
CURRICULUM SUPERVISORS	17,000.00
DIRECTOR OF SPECIAL SERVICES/PSYCHOLOGIST	15,750.00