

**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**

**July 1, 2020 – June 30, 2025**

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## **PREAMBLE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of May, 2020 by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONTGOMERY, IN THE COUNTY OF SOMERSET, STATE OF NEW JERSEY, hereinafter referred to as the “Board,” and THE ASSOCIATION OF PRINCIPALS AND SUPERVISORS OF MONTGOMERY TOWNSHIP, hereinafter referred to as the “APSMT.”

The Board and the APSMT intend to affirm the Mission Statement of the Montgomery Township Schools in the implementation of this Agreement:

The Montgomery Township School District shall establish the highest standards of excellence for educating all individuals to use knowledge, values and skills enabling them to function with self-esteem, self-respect, self-discipline, integrity and compassion as responsible members of society. The school district will provide a nurturing, stimulating environment, a dedicated staff, an innovative curriculum and the opportunity for community involvement and support.

The Mission of the Montgomery Township School District is

### **To provide program and curriculum that enables students to:**

- Actively participate in the learning process as decision-makers, problem solvers and creative thinkers;
- Engage in diverse learning experiences based on research and validated by practice;
- Engage in problem solving curricula, cooperative learning, process-oriented classrooms, technology-related activities and other means of learning;
- Meet the objectives created by the State, community and school that will enable them to develop a respect for self, others and the environment, as well as to develop the skills necessary to be successful in life;
- Demonstrate comprehension through oral and written communications, project and performance-based learning and technology applications;
- Develop the desire to pursue learning and achieve their individual potential;
- Work cooperatively in a variety of groupings and collaborations.

**To develop relations whereby:**

- Teachers serve as facilitators of learning who guide, challenge and counsel students using a variety of teaching and learning strategies;
- The school community promotes a mutually supportive relationship between home and school to advance learning;
- The school uses human and community resources to meet the needs of its students and staff;
- The community invests in its teaching and auxiliary staffs to ensure a highly skilled work force and views the educator's expertise as an investment in the future.

**To develop an organizational structure in which:**

- Learners, parents, administrators, teachers and support staffs are organized to accommodate the educational, emotional and social needs of a growing and diverse population;
- Students are grouped in schools that accommodate their developmental needs such as elementary, middle and high school configurations;
- Class sizes are structured to provide an optimal learning experience appropriate to grade level and subject area; and
- Decisions are made through a process that appropriately involves affected participants.

To accomplish this mission, we must continue investing in our students and building a community of excellence.

The Board and the APSMT also realize that not all of the aspects of the Mission Statement can be realized immediately nor can they all be addressed through this collective bargaining agreement.

Therefore, the Board and the APSMT commit and agree to address certain issues during the life of this Agreement and in subsequent Agreements to include, but not be limited to, the following:

The Board and the APSMT finally agree to work together to:

1. continue to enhance the relationship between the Board and the APSMT;
2. continue to enhance the professional image of the staff;

3. increase and enhance the involvement of parents and community members in both the instructional and co-curricular programs of the district;
4. enhance the image of the district locally, statewide, and nationally;
5. prepare and promote budgets and capital projects that attend to the instructional needs and priorities of the district and which receive widespread and sufficient support in the community; and, most importantly,
6. continue devising ways to enhance the achievement of our students.

## **ARTICLE I RECOGNITION**

- A. Pursuant to the provisions of *N.J.S.A. 34:13A-5.3*, the Board hereby recognizes the APSMT 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:

Principal, 12 month

Vice Principal, 12 month

Director of Data Assessment and Accountability, 12 month

Director of Athletics, 12 month

Director of Curriculum, Instruction and Staff Development, 12 month

Director of Student Academic and Counseling Services, 12 month

K-12 Supervisor of Technology, 12 month

Director of Special Services, 12 month

9-12 Supervisor of Special Services, 12 month

K-4 Supervisor

5-8 Supervisor

9-12 Supervisor

K-12 Supervisor of Visual and Performing Arts, 12 month

K-12 Supervisor of World Languages

- B. Unless otherwise indicated, the term Administrators, when hereinafter used in this Agreement, shall refer to all Administrators 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 APSMT upon adoption by the Board and the APSMT.

- 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 laws 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.

6. LEVEL ONE:

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

7. 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/she shall set forth within said ten (10) working day period his/her grievance in writing to his/her immediate supervisor specifying:

- The nature of the grievance and date of occurrence;
- The specific provisions of the Agreement being grieved;
- The result of previous discussions;
- Any dissatisfaction with decisions previously rendered; and
- The relief sought.

The immediate supervisor shall communicate his/her decision to the Administrator in writing with reasons within ten (10) working days of receipt of the written grievance.

8. LEVEL THREE:

The Administrator whose immediate supervisor is not the Superintendent of Schools shall, no later than five (5) working days after receipt of the immediate supervisor'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 supervisor setting forth the matter submitted to the immediate supervisor as specified above and

the reasons for his/her 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/her decision in writing to the Administrator and immediate supervisor.

9. LEVEL FOUR:

If the grievance is not resolved to the Administrator's satisfaction, he/she may no later than five (5) working days after receipt of the Superintendent's decision whether under Level Two or Level Three, request a review and hearing by the Board. 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 or from the date of receipt of the requested additional materials, whichever is later. 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.

10. 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

APSMT 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 New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission in the selection of an arbitrator. The decision of the arbitrator shall be advisory only.

- c. The rules and procedures of the New Jersey Public Employment Relations Commission shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his/her 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/she shall have no power to add to or subtract from or modify any of the terms of the Agreement nor shall he/she 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 July 1st of the current school year, all returning 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. During the first year of employment, sick days will be prorated at the rate of one (1) day earned per full month of service. 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 after it considers each case on its individual merit in accordance with *N.J.S.A. 18A:30-6*.
- C. Newly hired Administrators shall be credited upon the commencement of their employment with additional sick leave days, beyond the annual amounts set forth in paragraph A above, for use during their first and second years of employment only. Administrators hired on a twelve (12) month contract will be credited with twenty-four (24) such additional days. Upon issuance of the Administrator's twelve (12) earned days for the second school year, twelve (12) of said twenty-four (24) additional days shall be subtracted, thus permitting a maximum carry over of twelve (12) such additional days into the second year of employment. Upon issuance of the Administrator's twelve (12) earned days for the third school year, the remaining twelve (12) additional days shall be subtracted. Administrators hired on a ten (10) month contract will be credited with twenty (20) such additional days. Upon issuance of the Administrator's ten (10) earned days for the second school year, ten (10) of said twenty (20) additional days shall be subtracted, thus permitting a maximum carry over of ten (10) such additional days into the second year of employment. Upon issuance of the Administrator's ten (10) earned days for the third school year, the remaining ten (10) additional days shall be subtracted. All additional days credited under this paragraph shall expire at the end of the second year of employment and shall not be included in any calculation of supplemental compensation upon retirement.
- 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 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. Payment upon retirement shall be one day's pay at the *per diem* rate (1/240 for twelve (12) month and 1/200 for ten (10) month employees) for every four (4) days of unused sick leave up to a maximum of Fifteen Thousand Dollars (\$15,000) per member hired on or after July 1, 2011. For each member hired on or before June 30, 2011, the maximum individual cap shall be an amount between Fifteen Thousand Dollars (\$15,000) and Eighteen Thousand Dollars (\$18,000), based upon the amount that each Administrator would receive had he or she retired on June 30, 2011. In other words, if an Administrator's payout as of June 30, 2011 would have been Seventeen Thousand Dollars (\$17,000), his or her individual cap shall be Seventeen Thousand Dollars (\$17,000) for the length of this Agreement.
3. The Supplemental payment shall be issued to the retiring administrator within six (6) months after the effective date of retirement in a lump sum or in three (3) installments over a three (3) year period at the discretion of the retiring employee. Notice of intention to claim benefits must be made to the Board in writing on or before January 1st prior to the budget year in which the payment is to be made.

## **ARTICLE V LEAVES OF ABSENCE**

- A. Any Administrator of the APSMT may request a leave of absence without pay. Such leaves may be granted or denied at the sole discretion of the Board.
- B. All leave of absence requests will be made in writing to the Superintendent. For those Administrators who do not report directly to the Superintendent, the request will be made in writing through the principal or immediate supervisor to the Superintendent.
- C. The Board of Education may change the requested date of commencement or termination of a leave of absence if the dates requested would interfere with the administration of the school.
- D. All extensions, renewals, and early termination of leaves of absence shall be applied for and granted in writing.

- E. All benefits to which the Administrator was entitled at the time the leave began, including unused accumulated sick leave, shall be restored to him/her upon his/her return.
- F. The Board will make every effort to offer the Administrator a comparable position upon return from an unpaid leave of absence. The Board retains the right, however, to assign such Administrator to any position within the Administrator's certification in the best interests of the school district.

## **ARTICLE VI BEREAVEMENT LEAVE**

- A. Administrators shall be entitled to bereavement leave as follows:
  - 1. Death of an Immediate Family Member: An allowance of up to five (5) days leave with pay shall be granted per occurrence. Immediate family shall include mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, domestic or civil union partner, or any member of the immediate household.
  - 2. Death of Other Relatives: An allowance of up to three (3) days leave with pay shall be granted per occurrence. Other relatives shall include brother-in-law, sister-in-law, grandparent or grandchild.
  - 3. An allowance of up to one (1) day leave shall be granted per occurrence for the death of an aunt, uncle, niece or nephew.

## **ARTICLE VII PROFESSIONAL DEVELOPMENT**

The Board encourages the continuing professional growth of its Administrators and in its encouragement, the Board permits release time to attend seminars, conferences, and workshop sessions which relate to the professional role of the Administrator in the school district.

- A. All requests for professional development will be made in writing to the Superintendent. For those Administrators who do not report directly to the Superintendent, the request will be made through the principal or immediate supervisor to the Superintendent.

- B. 1. Any Administrator with seven (7) years experience in district Administration may apply for up to a one (1) month leave of absence with pay for such professional purposes as research, authoring an article, etc. The granting of this extended leave will 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. Application for request for this type of leave with pay shall be made to the Superintendent at least two (2) months prior to the date of leave. Application shall include description of professional activity, length of leave applied for, and the expense, if any, which the Administrator requests the Board to assume.
3. Recommendation to the Board for a leave of absence with pay for professional development shall be made by the Superintendent in his/her 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.
- C. The Board shall reimburse Administrators for the New Jersey Leader to Leader (“NJL2L”) mentoring fees.
- D. All non-tenured Administrators shall be required to attend staff academy training during the first two (2) years of employment. Twelve (12) month employees shall be required to attend training for a total of eighteen (18) hours per year. Ten (10) month employees shall be required to attend training for a total of three (3) days per year. The Superintendent and the Association will mutually schedule and develop the structure and content of the training.

## **ARTICLE VIII PERSONAL LEAVE**

- A. Personal leave with pay may be granted to Administrators to attend to matters of a personal nature which cannot be dealt with at other times, without having to provide a reason or obtain Superintendent approval, up to three (3) days per year. If the Administrator has used all three (3) personal days in one year, he or she may utilize additional leave, 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.

- B. Serious Illness in the Immediate Family - An allowance of three (3) days per year with pay shall be granted to each Administrator to care for members of the immediate family (as described in Article VI A.1.)

## **ARTICLE IX INSURANCE PROTECTION**

- A. The Board shall pay the full premium cost for health care insurance coverage for each Administrator and full family coverage, including domestic partner coverage, if applicable (domestic partners must provide a copy of their New Jersey domestic partner certificate to qualify for this benefit) in a Horizon Educator 15 Plan less any employee statutory contribution to health insurance premiums as required by law. The Board may substitute or replace this coverage with a substantially equal plan. Each individual receiving health insurance benefits shall pay the legally-required contribution (as a specified percentage of the cost of coverage for health care benefits for his or her salary range), but not less than 1.5% of his or her base salary, as those statutes may be amended during the term of the Agreement. Such contributions shall be deducted from the individual's salary and paid, in equal installments, in accordance with the payroll schedule for other professional staff members.

On July 1, 2017, Administrators shall be able to enroll in any of the plans offered by Horizon Blue Cross Blue Shield of New Jersey, provided that the Board shall be required to pay the premium cost for all employees for health benefits in accordance with the Horizon Educator 15 plan, less any employee statutory contribution to health premiums as required by law, with the employee paying one hundred percent (100%) of any premium cost that exceeds the cost of the Horizon Educator 15 plan. The Board shall provide all Administrators who participate in the health benefits plan with a vision hardware benefit to a maximum of Three Hundred Dollars (\$300) during each two (2) year contract period.

In the event the Board changes health insurance coverage, the base benefits plan shall be substantially equal to the coverage provided under Horizon Educator 15, and the parties' respective rights and

responsibilities shall be maintained, unless otherwise negotiated by the parties.

- B. The Board will provide a Prescription Drug Plan to each Administrator, with contraceptives, for each Administrator and full family coverage, where applicable. The Board may substitute or replace this coverage with a substantially equal plan. The co-payments shall be as follows (with a 1x co-payment for a ninety (90) day supply via mail order):

	<b>Brand Name Drugs</b>		
	<b>Generic</b>	<b>Preferred</b>	<b>Non-Preferred</b>
	\$5.00	\$15.00	\$30.00

- C. The Board will provide a Dental Plan to each Administrator through Horizon Dental with a maximum annual benefit of One Thousand Five Hundred Dollars (\$1,500), and each Administrator shall have the choice of single, husband/wife, parent/child or family coverage, as applicable. The Board may substitute or replace this coverage with a substantially equal plan.
- D. The Board will institute a rider to its present insurance program in order to provide Administrators with coverage for personal property lost in the School District to a maximum of Five Hundred Dollars (\$500) per loss per incident and a maximum of Five Thousand Dollars (\$5,000) for any combined loss.
- E. During a leave of absence without pay 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 60<sup>th</sup> day (i.e., a sixty (60)day wait period) to age sixty-five (65) a maximum benefit rate of 60% of the Administrator’s monthly gross wage not to exceed a benefit amount of Two Thousand One Hundred Dollars (\$2,100) per month.
- G. Any administrator may choose to waive his or her medical and dental benefit coverage on an annual basis and receive a monetary sum in lieu

of benefits. An annual reimbursement of Three Thousand Five Hundred Dollars (\$3,500) will be issued to individuals opting to waive full family benefit coverage (medical & dental) and Two Thousand Dollars (\$2,000) for waiver of single coverage (medical & dental). However, notwithstanding anything contained herein to the contrary, the benefit waiver plan, including the annual cash incentive or amounts thereof, shall not exceed the amounts permitted under *N.J.S.A. 52:14-17.31a*.

H. A flexible spending account plan will be made available through payroll deduction for any annually contracted Administrator who wishes to direct an annual amount not to exceed the federal maximum paid over a monthly basis toward uninsured medical/dental expenses and/or an amount not to exceed that permitted by Section 125 laws for elder/dependent care expenses. The Board will develop a form for an annual selection for any interested Administrator. The annual selection made by the Administrator cannot be modified during the year. The Administrator will be responsible for filing for reimbursement for eligible expenses through a third party administrator up to the annual amount specified by the Administrator. Any funds left over at the end of each year (June 30) will be returned to the Board unless they are used within the following “grace period” as set forth more particularly in the plan documents (said “grace period” shall exist so long as it is consistent with current Internal Revenue Service rules and regulations). The Board will be responsible for the cost of the third party administrator. The Board shall have the right to select the third party administrator. All contributions made through this program are done on a pre-tax basis for federal tax purposes in accordance with Section 125 laws.

I. For the term of this Agreement, the maximum health insurance premium contribution for employees, regardless of the plan in which they are enrolled, shall be the following rates, which are based on the Direct 15 plan. Employees enrolled in other plans offered by the Board are responsible for all premium and other costs in excess of the Direct 15 premiums listed below.

2020-2021 Ch. 78 28%  
2021-2022 Ch. 78 27%  
2022-2023 Ch. 78 27%  
2023-2024 Ch. 78 27%  
2024-2025 Ch. 78 27%

## ARTICLE X VACATIONS AND HOLIDAYS

- A. All administrators employed on a twelve (12) month basis shall be entitled to twenty-five (25) vacation days annually. The annual allotment of vacation days will be prorated for any twelve (12) month Administrator employed for less than the full school year (July through June). The maximum allowance of accumulated vacation days per Administrator shall be thirty-five (35) days (ten (10) day carryover). The maximum allowance of accumulated vacation days for new Administrators hired after June 30, 2005 shall be twenty-five (25) days, except that said Administrators shall be entitled to carry over five (5) of their vacation days to be used in the following July or August.
- B. Vacation time shall be scheduled by the Superintendent during the months of July or August after consultation with the APSMT. Vacation days may be taken during such time as school is in session only with the express prior written permission of the Superintendent.
- C. All twelve (12) month Administrators covered under this Agreement shall be scheduled off on all holidays afforded to central office administrators on the district's official calendar. The holidays shall be as follows: Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, the day after Christmas Day, New Year's Eve, and New Year's Day and Memorial Day. Additionally, the holidays shall also include the following days only when schools are also closed for staff and students: Rosh Hashanah, Yom Kippur, Columbus Day, Martin Luther King Day, President's Day, Good Friday, and Easter Monday.
- D. All Administrators serving under ten (10)-month contracts shall follow the school calendar adopted by the Board 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.
- E. Dates for Summer Administrative Retreat Days shall be established at the time when the annual school calendar is approved. Attendance at all Summer Administrative Retreat days is required.
- F. All Supervisors serving under ten (10) month contracts shall be entitled to two (2) "flex days," to be used while school is in session, in exchange

for working two (2) extra days while school is not in session. These days are in addition to personal and sick days, and do not roll over.

## **ARTICLE XI SALARIES**

- A. Administrators' salaries shall be increased by the following percentages, utilizing an agreed-upon 2019-2020 salary base: an increase of 2.9% for the 2020-2021 school year; 2.7% for the 2021-2022 school year; 2.7% for the 2022-2023 school year; 2.7% for the 2023-2024 school year; and 2.7% for the 2024-2025 school year. The salary increases shall be allocated consistent with the parties' agreed-upon salary distribution schedule attached hereto as Schedule A. The new minimum and maximum salary ranges are attached here to as Schedule B.
- B. Administrators employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments. Administrators employed on a ten (10) month basis may elect to be paid on a ten (10) month basis (twenty (20) equal semi-monthly installments) or twelve (12) month basis. When a payday falls on or during a holiday, vacation or weekend, Administrators shall receive their paychecks on the last previous working day. 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. Each Administrator is entitled to a maximum of 1% of his/her salary for the purpose of membership dues to professional organizations. No additional annual payments will be made under this benefit.
- D. Administrators employed under twelve (12) month contracts hired on or before June 30, 2012, are eligible to participate in the Board-paid tax sheltered annuity allowance. The Board will contribute into a tax sheltered annuity of the Administrator's choice from a master list of approved companies established by the Board. Such contributions will be made on a monthly basis and Administrators may supplement additional contributions into a tax sheltered annuity plan. The Board-paid tax sheltered annuity contribution amount shall be Three Thousand Five Hundred Dollars (\$3,500) per year for each eligible member for the duration of this Agreement. The Board agrees to provide eligible Administrators with the opportunity for U.S. Savings Bonds purchase through payroll deduction.

- E. In addition to the agreed-upon salary increases, the Board shall allocate \$10,000 in the 2020-2021 school year, and \$10,000 in the 2021-2022 school year, to adjust salaries of administrators identified as needing adjustment as compared to their peers in comparable districts, the distribution of said monies to be mutually agreed-upon by the Board and the APSMT.

## **ARTICLE XII GRADUATE CREDIT TUITION REIMBURSEMENT**

Each Administrator pursuing graduate study shall be entitled to full or partial reimbursement for all or part of the cost of accredited courses under the following conditions:

- a. 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.
- b. Reimbursement is limited to courses as prescribed by State law and regulations for which a passing grade has been earned, as determined by an official transcript.
- c. Each Administrator is entitled to take six (6) credit hours per school year. He/she may take up to an additional six (6) credit hours per school year with the understanding that said Administrator shall remain in the Montgomery Township Public School District for a minimum of two (2) school years following course completion. If said Administrator should leave prior to meeting his/her commitment, except under circumstances due to involuntary separation or transfer and relocation of a spouse, he/she shall reimburse the Board for those credits beyond those to which he/she is entitled. If the Board is forced to resort to legal action to recover repayment, the Administrator shall be required to reimburse the Board for its attorneys' fees and costs incurred in prosecuting the action.
- d. All courses must be taken at an accredited college or university, as recognized by the New Jersey State Board of Education.

- e. 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.
- f. The reimbursement rate for courses taken at other than New Jersey State Colleges/Universities is established at the average of the highest and lowest New Jersey State College/University graduate course rate at the time the application is submitted.
- g. Tuition charges for courses taken at New Jersey State Colleges/Universities will be reimbursed at the actual tuition rate.
- h. Payment for courses will be made within ten (10) days after the Board's regular business meeting where documentation is reviewed, provided documentation is received by the Superintendent no less than fifteen (15) working days prior to the regular business meeting. The above reference to fifteen (15) working days means working days for the Administrative Offices.

### **ARTICLE XIII EVALUATION AND TENURE**

- A. Administrator evaluations shall be conducted in accordance with State Law and regulations. Non-attainment of the job description performance responsibilities or annual job targets may result in the Administrator's loss of an annual salary increase. Nothing herein abridges the Board's right to not renew the contract of any non-tenured Administrator prior to that Administrator having attained tenure per *N.J.S.A. 18A:28-5*.
- B. No later than May 15, the Board shall give to each non-tenured Administrator, continuously employed since the preceding September 30th, either:
  - 1. 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 APSMT and, if the non-tenure Administrator desires to accept such employment he/she shall notify the Board of such acceptance in writing within ten (10) school days after receipt of such an offer; or

2. a written notice that such employment will not be offered.
- C. Any non-tenured Administrator who receives a notice of non-employment may exercise his or her rights under *N.J.S.A.* 18A:27-3.2, 18A:27-10, and *N.J.A.C.* 6A:32-4.6.
- D. 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.
- E. 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 XIV MISCELLANEOUS**

- A. Where an Administrator is required to use his/her automobile in the performance of his/her duties, he/she shall be reimbursed at the current State rate, pursuant to the NJOMB Travel Regulations, for the duration of the Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any Administrator or group of Administrators 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.
- C. 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.

- D. 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.S.A. 34:13A-5.3*.
- E. 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 APSMT, to The Board of Education of the Township of Montgomery, 1014 Route 601, Skillman, New Jersey 08558.
  2. If by Board, to Association of Principals and Supervisors of Montgomery Township, The President thereof, at his/her home address.
- F. Contract terms for all non-twelve (12) month Administrators shall include the following:
1. The work year shall be ten (10) months and twenty (20) days. Additional work days may be scheduled with the express written approval of the Superintendent and shall be payable at the employee's *per diem* rate (1/200 of his or her annual salary).
  2. The work day for all non-twelve (12) month Administrators may include up to two (2) student contact periods per day.

**ARTICLE XV  
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2020, and shall continue in effect until June 30, 2025. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, 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, attested to 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**

**MONTGOMERY  
TOWNSHIP BOARD  
OF EDUCATION**

By: *L. L. Steel*  
6/30/2020.

By: *Joanne Vahvi*

**ATTEST:**

**ATTEST:**

*Juan M. Busher* 6/30/20

*Diane Stungle* 6/30/20

## SCHEDULE A

Montgomery APSMT Salary Distribution 2020-2025																
Name	Position	Current	10K	2020-2021		10K	2021-2022		2022-2023		2023-2024		2024-2025		Calculations	2020-21
				\$	Salary		%	Salary	\$	Salary	%	Salary	\$	Salary		
				\$	Salary		%	Salary	\$	Salary	%	Salary	\$	Salary	\$3,700,541	Base 19-20
Paul Popadiuk	HSP	\$164,648		\$3,462	\$168,110		\$4,539	\$172,649	\$3,424	\$176,072	\$4,754	\$180,826	\$3,611	\$184,438	2.90%	Increase %
Cory Delgado	MSP	\$149,906		\$3,462	\$153,368		\$4,141	\$157,509	\$3,424	\$160,932	\$4,345	\$165,278	\$3,611	\$168,889	\$107,315	Increase Total
Michael Richards	MSP	\$158,171		\$3,462	\$161,633		\$4,364	\$165,997	\$3,424	\$169,421	\$4,574	\$173,995	\$3,611	\$177,606	\$3,461.80	Salary Adjustment
Susan Lacy	ESP	\$158,171		\$3,462	\$161,633		\$4,364	\$165,997	\$3,424	\$169,421	\$4,574	\$173,995	\$3,611	\$177,606		
Kathleen Scotti	ESP	\$138,908		\$3,462	\$142,370		\$3,844	\$146,214	\$3,424	\$149,638	\$4,040	\$153,678	\$3,611	\$157,289	Calculations	2021-2022
Scott Pachuta	HSVP	\$107,873	\$2,000	\$3,462	\$113,335	\$2,000	\$3,060	\$118,395	\$3,424	\$121,819	\$3,289	\$125,108	\$3,611	\$128,719	\$3,817,857	Base 20-21
Heather Pino	HSVP	\$103,604	\$2,000	\$3,462	\$109,066	\$2,000	\$2,945	\$114,011	\$3,424	\$117,434	\$3,171	\$120,605	\$3,611	\$124,216	2.70%	Increase %
Naoma Green	HSVP	\$110,032	\$2,250	\$3,462	\$115,744	\$2,250	\$3,125	\$121,119	\$3,424	\$124,543	\$3,363	\$127,905	\$3,611	\$131,516	\$103,082	Increase Total
Kim Dewell	MSVP	\$101,940	\$2,000	\$3,462	\$107,402	\$2,000	\$2,900	\$112,302	\$3,424	\$115,725	\$3,125	\$118,850	\$3,611	\$122,461	\$3,325.22	Salary Adjustment
Georgiana Kitchura	MSVP	\$123,832		\$3,462	\$127,294		\$3,437	\$130,731	\$3,424	\$134,154	\$3,622	\$137,777	\$3,611	\$141,388		
Lia Camuto	ESVP	\$110,000		\$3,462	\$113,462		\$3,063	\$116,525	\$3,424	\$119,949	\$3,239	\$123,188	\$3,611	\$126,799	Calculations	2022-2023
Dan Vanhise	ESVP	\$98,007	\$1,000	\$3,462	\$102,469	\$1,000	\$2,767	\$106,235	\$3,424	\$109,659	\$2,961	\$112,620	\$3,611	\$116,231	\$3,930,939	Base 22-23
Damian Pappa	DIR	\$138,892		\$3,462	\$142,354		\$3,844	\$146,197	\$3,424	\$149,621	\$4,040	\$153,661	\$3,611	\$157,272	2.70%	Increase %
Comine Gaylord	DIR	\$136,492		\$3,462	\$139,954		\$3,779	\$143,733	\$3,424	\$147,156	\$3,973	\$151,129	\$3,611	\$154,741	\$106,135	Increase Total
Kristin Taylor	DIR	\$125,000		\$3,462	\$128,462		\$3,468	\$131,930	\$3,424	\$135,354	\$3,655	\$139,009	\$3,611	\$142,620	\$3,423.72	Salary Adjustment
Fiona Borland	DIR	\$142,505		\$3,462	\$145,967		\$3,941	\$149,908	\$3,424	\$153,332	\$4,140	\$157,472	\$3,611	\$161,083		
Chris Penna	DIR	\$128,007		\$3,462	\$131,469		\$3,550	\$135,018	\$3,424	\$138,442	\$3,738	\$142,180	\$3,611	\$145,791	Calculations	2023-2024
Jeff Brooks	SUP K-12	\$118,000		\$3,462	\$121,462		\$3,279	\$124,741	\$3,424	\$128,165	\$3,460	\$131,625	\$3,611	\$135,237	\$4,037,074	Base 23-24
Adam Warshafsky	SUP K-12	\$115,261		\$3,462	\$118,723		\$3,206	\$121,928	\$3,424	\$125,352	\$3,385	\$128,737	\$3,611	\$132,348	2.70%	Increase %
Alma Reyes	SUP K-12	\$110,350		\$3,462	\$113,812		\$3,073	\$116,885	\$3,424	\$120,308	\$3,248	\$123,557	\$3,611	\$127,168	\$109,000	Increase Total
Jessica Glover	SUP K-4	\$97,104	\$750	\$3,462	\$101,316	\$750	\$2,736	\$104,801	\$3,424	\$108,225	\$2,922	\$111,147	\$3,611	\$114,758	\$3,516.16	Salary Adjustment
Amy Monaco	SUP K-4	\$106,123		\$3,462	\$109,585		\$2,959	\$112,544	\$3,424	\$115,967	\$3,131	\$119,098	\$3,611	\$122,710		
Jen Petruso	SUP K-4	\$93,500		\$3,462	\$96,962		\$2,618	\$99,580	\$3,424	\$103,003	\$2,781	\$105,785	\$3,611	\$109,396	Calculations	2024-2025
Christopher Herte	SUP 5-8	\$115,045		\$3,462	\$118,507		\$3,200	\$121,706	\$3,424	\$125,130	\$3,379	\$128,509	\$3,611	\$132,120	\$4,146,075	Base 23-24
Lisa Romano	SUP 5-8	\$106,123		\$3,462	\$109,585		\$2,959	\$112,544	\$3,424	\$115,967	\$3,131	\$119,098	\$3,611	\$122,710	2.70%	Increase %
Regina Dunich	SUP 5-8	\$99,440		\$3,462	\$102,902		\$2,778	\$105,680	\$3,424	\$109,104	\$2,946	\$112,050	\$3,611	\$115,661	\$111,944	Increase Total
Daryl Schwenck	SUP 9-12	\$103,007		\$3,462	\$106,469		\$2,875	\$109,343	\$3,424	\$112,767	\$3,045	\$115,812	\$3,611	\$119,423	\$3,611.10	Salary Adjustment
Jennifer Riddell	SUP 9-12	\$109,494		\$3,462	\$112,956		\$3,050	\$116,006	\$3,424	\$119,429	\$3,225	\$122,654	\$3,611	\$126,265		
Jason Sullivan	SUP 9-12	\$118,686		\$3,462	\$122,148		\$3,298	\$125,446	\$3,424	\$128,870	\$3,479	\$132,349	\$3,611	\$135,960		
Melissa Hodgson	SUP 9-12	\$106,210		\$3,462	\$109,672		\$2,961	\$112,633	\$3,424	\$116,057	\$3,134	\$119,190	\$3,611	\$122,801		
Karen Seeman	SUP 9-12	\$106,210		\$3,462	\$109,672		\$2,961	\$112,633	\$3,424	\$116,057	\$3,134	\$119,190	\$3,611	\$122,801		
NewBase and Sums		\$3,700,541	\$10,000	\$107,316	\$3,817,857	\$10,000	\$103,082	\$3,930,939	\$106,135	\$4,037,074	\$109,001	\$4,146,075	\$111,944	\$4,258,019		

## SCHEDULE B

	10 Month, 20 Day Supv		12 Month Supervisor		Elementary VP		Middle VP		High School VP	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
2020-21	95,000	145,000	100,000	150,000	100,000	150,000	102,000	152,000	102,000	152,000
2021-22	96,000	146,000	101,000	151,000	101,000	151,000	103,000	153,000	103,000	153,000
2022-23	97,000	147,000	102,000	152,000	102,000	152,000	104,000	154,000	104,000	154,000
2023-24	98,000	148,000	103,000	153,000	103,000	153,000	105,000	155,000	105,000	155,000
2024-25	99,000	149,000	104,000	154,000	104,000	154,000	106,000	156,000	106,000	156,000
	Elementary Principal		Middle Principal		High School Principal		Director			
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum		
2020-21	130,000	180,000	135,000	185,000	140,000	190,000	128,000	178,000		
2021-22	131,000	181,000	136,000	186,000	141,000	191,000	129,000	179,000		
2022-23	132,000	182,000	137,000	187,000	142,000	192,000	130,000	180,000		
2023-24	133,000	183,000	138,000	188,000	143,000	193,000	131,000	181,000		
2024-25	134,000	184,000	139,000	189,000	144,000	194,000	132,000	182,000		