

NEGOTIATED AGREEMENT

BETWEEN

SPARTA BOARD OF EDUCATION

AND

SPARTA ADMINISTRATORS' ASSOCIATION

JULY 1, 2004 to JUNE 30, 2006

**Agreement between
SPARTA BOARD OF EDUCATION
and
SPARTA PRINCIPALS' ASSOCIATION**

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ARTICLE I
RECOGNITION

- A. The Board of Education hereby recognizes the Sparta Administrators' Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment of all certified personnel, or personnel in process of certification, employed, or to be employed by the Board in administrative positions, to include, but not limited to, Principals, Assistant or Vice Principals, Director of Special Services, Director of Guidance, Director of Student Activities and Director of Athletics. All certificated members of this unit must be assigned a mutually agreeable certificated title consistent with the New Jersey Administrative Code.
- B. Unless otherwise indicated, the term "Principal" or "Administrator", when used hereinafter in this agreement, shall refer to all professional administrative employees represented by the association in the negotiation unit as defined above.

ARTICLE II
NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, New Jersey Public Laws, 1978, in a good faith effort to reach agreement on all matters concerning the terms and conditions of principal's employment. Such negotiations shall begin by mutual agreement early in the school year in which this agreement expires. Any agreement so negotiated shall apply to all principals, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a principal or group of principals and/or the interpretation, meaning, or application of any of the provisions of the agreement.

B. Filing a Grievance

A grievance may be filed by an individual member, a group of members, or by the Association either in its own name or as the representative of a group or class whose individual signatures shall not be necessary.

A grievance shall be filed within ten (10) days of the occurrence of the event complained of or within ten (10) days of the time when the employee knew or reasonably should have known of same.

C. Procedure

1. Informal Attempt to Resolve

An individual administrator who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally.

2. Level One - Immediate Supervisor

If the matter is not resolved to the satisfaction of the aggrieved person within five (5) work days, he/she shall set forth his/her grievance in writing to the immediate supervisor specifying:

- a. The nature of the grievance;
- b. The nature and extent of the injury, loss, or inconvenience;
- c. The result of previous discussion;
- d. His/her dissatisfaction with decisions previously rendered; and
- e. The specific relief sought.

3. Level Two - Superintendent of Schools
The aggrieved person, no later than five (5) work days after receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his/her dissatisfaction with the decisions previously rendered. The Superintendent, no later than ten (10) work days after receipt of the appeal shall investigate the matter and shall communicate his/her decision in writing to the aggrieved person and the immediate superior.

4. Level Three - Board of Education
If the grievance is not resolved to the aggrieved person's satisfaction, he/she, no later than ten (10) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board and/or a Committee shall review the grievance and shall hold a hearing with the aggrieved person and render a decision in writing within twenty-two (22) work days of receipt of the grievance by the Board.

5. Level Four - Advisory Arbitration with Recommendation
If the aggrieved person is dissatisfied, with the determination of the Board, he/she shall have the right to advisory arbitration with recommendations. A request for advisory arbitration must be made no later than fifteen (15) work days after receipt of the written determination by the Board.

The Board and the Association shall attempt to agree on a mutually acceptable arbitrator. When the parties agree, or if they are unable to agree, they shall, within five (5) work days of the request, jointly request the Public Employment Relations Commission to appoint an arbitrator. In the event the commission is unable or unwilling to appoint an arbitrator within fifteen (15) work days of the joint request, then a request shall be made to the American Arbitration Association to appoint an arbitrator. The cost of the arbitrator shall be borne equally by the parties.

The arbitrator shall conduct such proceedings as he/she shall deem necessary and shall render a report setting forth his/her findings of facts, his/her reasoning, and his/her recommendations. The recommendations of the arbitrator shall be advisory only.

The following areas are not subject to advisory arbitration:

- a. Failure to retain non-tenured administrators in administrative positions.
- b. A grievance for which a remedy is provided in law and is directly applicable to the grievance at hand.
- c. The arbitrator shall not add to, delete from, nor modify the express written terms of this agreement.

6. Right to Representation

Rights of Administrators to representation shall be as follows:

Following informal attempts to resolve the grievances, any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by (a) representatives and/or an attorney selected and approved by the association.

When an aggrieved person is not represented by the association in the processing of a grievance, the association shall, at the time of submission of the grievance to the Superintendent, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.

7. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitations shall constitute acceptance of a grievance as sustained.

Failure to appeal within the specified time limitations an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

ARTICLE IV
PROFESSIONAL RIGHTS

A. Records

1. No records shall be placed in an administrator's file, either commendatory or derogatory, without first being discussed with the administrator. The administrator shall sign the document indicating that he/she has read the time of record. The administrator shall also have the right to submit a written answer to the material and his/her answer should be reviewed by the Superintendent or his/her designee and attached to the file copy.
2. Each administrator shall have the right upon request to review his personnel file.
3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the administrator's inspection.

B. Required Meetings or Hearings

Whenever any administrator is required to appear before the Board, or any committee or member thereof, concerning any matter that could result in the termination of employment of the administrator, he/she shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall have (a) representatives of the association and/or attorney present to advise him/her and represent him/her during the meeting or interview.

The association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization, as the bargaining representative exclusively recognized.

ARTICLE V
EVALUATION

- A. Review of Evaluation of Administrative Personnel Policy
The Evaluation of Administrative Personnel Policy shall be reviewed annually by the association and the Board of Education and any recommendations for improving the policy and/or procedures shall be made to the Board.

The association shall be consulted prior to the Board of Education making any revisions to the existing policy and/or procedures.

- B. Complaints Regarding an Administrator
Any complaints about an administrator serious enough to require formal review by the Superintendent or Board must be made known to the administrator concerned and that administrator shall have the opportunity to respond to or rebut such complaint. He/she shall also have the right to be present or represented at any meeting or conferences regarding the complaint.

ARTICLE VI
PROFESSIONAL CONFERENCES

Upon the recommendation of the Superintendent and approval by the Board, each administrator may attend national or state conferences.

Expenses incurred by members as a result of their attendance and participation in these meetings or conferences shall be paid by the school district.

ARTICLE VII
PERSONAL BUSINESS

Each year the Board of Education will grant three (3) days for compelling personal reasons with full pay. A necessary personal day is construed to mean that such business is essential and will require the presence of the employee during normal working hours. Unused personal days will convert to sick days up to a maximum of three days. In no case shall this conversion be permitted if it would result in the accumulation of more than 15 sick days in any one year. Each administrator will notify the Board of Education office in writing by June 30th of the number of unused personal days to be converted to sick days for the next contract year (maximum three).

Since the application requires approval by the Superintendent, it is incumbent upon the requester to make known sufficient details of the need for the "necessary personal day" except in those rare circumstances where the nature of the details is such that privacy must be maintained. In the latter case, a written statement that the business is personal and is of an emergency nature in the context of this policy should be submitted to the Superintendent.

Should the request be denied by the Superintendent, a written reason will be returned to the requester.

ARTICLE VIII
VACATIONS/HOLIDAYS/SICK LEAVE

A. Vacations

1. Every member of the association employed on a twelve (12) month contract shall be entitled to 22 vacation days each year. The scheduling of these vacation days, or portions thereof, shall be at the discretion of the administrator, with the approval of the Superintendent.
2. A member may accumulate five (5) days of unused vacation for any one year period, except that during the term of the last two years before retirement, a member may accumulate a maximum of ten (10) days to be added to his/her final vacation allotment.
3. If an administrator is foreclosed, based upon a written directive of the Superintendent or his/her designee, from taking any or all of the allotted vacation days beyond the carryover provision in Paragraph A.2, then that administrator shall be reimbursed for these unused days at his/her per diem rate.
4. After the tenth (10th) year of employment in the district as an administrator, two (2) additional vacation days per year will be added to total a maximum of twenty-four (24) days per year.

B. Holidays

The following holidays shall be in addition to and not charged against vacation days:

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day (and the day preceding if such holiday falls on a Tuesday and the day following if such holiday falls on a Thursday)

Labor Day

N.J.E.A. Convention Days

Thanksgiving and the day following

Christmas Eve and Christmas Day

Day following Christmas

New Year's Eve

C. Sick Leave

Every member of the association employed on a twelve (12) month contract shall be entitled to twelve (12) cumulative sick days per year.

Every member of the association employed on a ten (10) month contract shall be entitled to ten (10) cumulative sick days per year.

All administrative personnel, after having completed ten (10) consecutive years of service in the district, shall be granted one additional day per year for five years until a maximum of fifteen (15) cumulative sick leave days per year are granted for twelve month personnel and fifteen (15) for ten month personnel.

D. Separation from Service - Unused Vacation Days

1. Members of the association "grand-fathered" under the following clause of the contract dated July 1, 1994 to June 30, 1996 (Geddis).

a. A member who dies before his/her contract period is completed shall have payment for his/her unused vacation days given to his/her estate.

b. A member who resigns or retires during his/her contract year shall receive cash payment for his/her unused vacation days.

c. The rate of payment shall be 1/240 of his/her contract salary.

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2. Members hired on or after July 1, 1996 agree to the following:
 - a. A member who dies before his/her contract period is completed shall have payment for his/her unused vacation days given to his/her estate.
 - b. A member who resigns or retires during his/her contract year shall receive cash payment for any unused vacation days up to a maximum of 50.
 - c. The rate of payment will be \$300.00 per day with a maximum payment to any one member of \$15,000.00.

E. Severance Credit

Each member of the association, upon officially notifying the Teachers' Pension and Annuity Fund of his/her retirement, shall receive severance consideration of one (1) additional vacation day for each two (2) years of service in the school district.

F. Inclement Weather Closings

When school is closed due to inclement weather, administrators' hours will be 10:00 A.M. to 3:00 P.M.

G. Retirement - Unused Sick Days

Upon the administrator's retirement to collect pension after ten (10) years of service in the district, the Board of Education will review the attendance record of the retiring individual and provide him/her with a lump sum payment for unused sick leave during employment in the district according to the schedule below:

Days 1 to 50	=	\$ 0 per day
Days 51+	=	\$40 per day

The lump sum compensation shall not be considered a part of the contract salary for retirement purposes. Notice of retirement must be provided by the administrator at least three (3) months prior to its effective date.

The maximum any member can receive for payment for unused sick days is \$8,000.00.

- H. In the event of death of an employee while in the service of the district, unused sick leave reimbursement shall be paid to his/her survivors at the same rate set forth in Paragraph G, above.

ARTICLE IX
SABBATICAL LEAVES

- A. A sabbatical leave not to exceed one (1) cumulative calendar year, may be granted to an administrator at the discretion of the Board for completing residency requirements for a doctoral degree or for other reasons which will benefit the schools and the pupils of the District in the opinion of the Board.
- B. Sabbatical leave may be granted, subject to the following conditions:
1. Sabbatical leave may be granted to a maximum of one administrator at any one time.
 2. The administrator must have completed at least seven (7) consecutive years of service in the Sparta School District in a position requiring certification.
 3. Requests for a sabbatical leave must be received by the Superintendent in writing in such manner as indicated in the administrative directives of the district, no later than April 1, and action must be taken on all such requests no later than May 1, of the school year preceding the school year for which the sabbatical leave is requested.

The application shall contain the following information:

- a. A detailed description of the sabbatical study program and its significance as a contribution to the district.
 - b. The relationship of the study program to the applicant's long range professional objectives.
 - c. A detailed description of all other financial support expected during the sabbatical leave.
 - d. Or other information as may be required by the Superintendent.
4. An administrator on sabbatical leave shall be paid at the full rate which he/she would have received if he/she had remained on active duty except if a sabbatical is due to a fellowship or grant, he/she will receive the difference in salary equal to full rate.
5. Upon return from sabbatical leave, an administrator shall be placed on the salary guide at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

6. The employee is expected to return to service in the district for not less than three (3) years upon completion of the leave, and shall sign a promissory note for the amount of salary received or to be received as a condition for receiving the sabbatical leave. This note shall automatically expire at the end of the three years of employment following completion of the leave, unless the parties mutually agree otherwise.

ARTICLE X
INSURANCE PROTECTION

- A. The Board shall pay the full premium for each professional employee and for the family insurance where applicable.
- B. Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the association and shall include:
 1. Hospital room and board and ancillary costs.
 2. Out-patient benefits.
 3. Laboratory fees, diagnostics expenses, and permitted therapy treatments.
 4. Maternity costs.
 5. Surgical costs.
 6. Major-medical coverage.
- C. In the event that an insurance company other than Horizon Blue Cross/Blue Shield of NJ is selected, the claim settlement process must be accomplished with a performance equivalent to the health insurance program now in effect.
- D. The traditional plan shall have Mandatory Second Surgical Opinion and Pre-Admission Certification provisions.
- E. Effective July 1, 1995, the traditional plan shall implement a \$150 individual and a \$300 family deductible.

- F. Effective July 1, 1995, the prescription co-pay shall be \$5.00 generic and \$15.00 brand name.
- G. The Board of Education shall inform all new administrators in the district, in writing, of the nature of benefits to which they may subscribe on a voluntary basis.
- H. Effective July 1, 1999, all members of the association will have the same health benefits coverage under the DPP (Designated Provider Plan). After ten (10) years as a district employee, an administrator has the option to choose traditional coverage. Anyone who chooses the traditional health coverage earlier will pay for the difference in premium through a payroll deduction.

ARTICLE XI
APPOINTMENT, TRANSFER, AND/OR ASSIGNMENT OF PERSONNEL

- A. Involuntary Transfer of Administrators
 - 1. Any intent to involuntarily transfer or reassign an administrator shall be made in writing by the Superintendent as soon as possible and, except in cases of emergency, not later than April 30th for a succeeding year. The reasons for such a change must be set forth in the letter of intent to transfer by the Superintendent.
 - 2. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the accepted grievance procedure within the contract.
- B. Appointment of Professional and Non-Professional Building Personnel
 - 1. No personnel shall be assigned to the staff of any school without prior consultation with the principal of the school.
 - 2. In the event of a disagreement over the appointment of personnel, the building administrator shall have the opportunity to appear in a closed session of the Board to voice his/her objections before the appointment is effected.
- C. Selection of Superintendent

The association may be invited to participate in the selection of Assistant Superintendents and the Superintendent.

ARTICLE XII
MISCELLANEOUS PROVISIONS

- A. Consultant on Negotiations
The association will be consulted on new provisions in the negotiated contracts between the Board and the associations containing personnel responsible to building administrators before final adoption of the contract.
- B. Curriculum Changes
Curriculum changes or revisions or the implementation of innovative practices shall be approved by the Board only after consultation with the building principal or principals involved.
- C. Meetings
Principals recognize their responsibility to the Board to provide unbiased professional advice to the Board and Superintendent whenever, and as-often, as required. Meetings scheduled for this purpose shall be at the discretion of the Board or Superintendent. Ten month employees who supervise overnight activities will be compensated at a rate of \$100.00 per night.

ARTICLE XIII
MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the citizens of the Township of Sparta, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities offered upon and vested in it by laws and Constitution of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control to the school system and its properties and facilities, and the activity of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their confirmed employment, or their demotion or dismissal and to promote and transfer all such employees.
3. To determine, assignment to schools or any other building under the control of the Board, to determine hours of work, duties, responsibilities and all other terms and conditions of employment.

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The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific; extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Laws of New Jersey, or any other national, county, district, or local laws or regulations as they pertain to education.

**ARTICLE XIV
UNDERSTANDING**

This agreement incorporates the entire understanding of the parties on all issues which were, or could have been the subject of negotiations. During the terms of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

**ARTICLE XV
SEPARABILITY**

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

**ARTICLE XVI
DURATION**

The articles of this agreement shall be effective for the 2004-05 and 2005-06 school years, commencing on July 1, 2004, and terminating on June 30, 2006, except where it is specified otherwise.

ARTICLE XVII
SALARIES/HIRING GUIDES

There will be no salary guides, but hiring guides.

Hiring Guide:

High School Principal	\$100,000 - \$120,000
Middle School Principal	\$ 90,000 - \$115,000
Elementary School Principal	\$ 85,000 - \$100,000
Director of Special Services	\$ 90,000 - \$105,000
High School Asst. Principal	\$ 80,000 - \$ 95,000
Director of Guidance	\$ 80,000 - \$ 95,000
Director of Athletics	\$ 80,000 - \$ 95,000
Middle/Elementary Asst. Principal	\$ 75,000 - \$ 90,000

Salary Equity Adjustments:

Due to comparatively low salaries and inequities in salaries whereby the new Director of Guidance had a higher salary than experienced building Principals, the following salary adjustments were agreed to:

<u>Administrator</u>	<u>03-04 Salary</u>	<u>Adjustment</u>	<u>Total</u>
J. Geddis	\$98,573	\$2,000	\$100,573
L. Nick	\$98,576	\$2,000	\$100,576
D. Tobin	\$96,745	\$2,500	\$99,245
L. Trent	\$98,576*	\$500	\$99,076*
J. Stephenson	\$86,576	\$500	\$87,076
K. Scimanico	\$83,246	\$500	\$83,746
J. Leonard	\$82,526	\$1,000	\$83,526
M. Mongon	\$78,950	\$1,000	\$79,950
M. Gregory	\$75,320**	\$800	\$76,120**
Total Adjustments:		\$10,800	

*Prorated 12 month salary ** 10 month salary

Salary Increases are as follows: 2004-05 \$4,007
 2005-06 \$4,177

Increases to be distributed as per attached (Appendix B).

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IN WITNESS WHEREOF, the parties, subsequent to ratification and Board resolution, hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries and their respective corporate seals affixed hereto at Sparta, New Jersey on this _____ day of _____, 2004.

SPARTA ADMINISTRATORS' ASSOCIATION

SPARTA BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

APPENDIX A
ADMINISTRATORS' SALARY GUIDE

1. The Board will pay tuition reimbursement up to a rate equal to that of the school being attended or a maximum of that of Rutgers University for graduate credit earned during the fiscal year, the total number of credits not to exceed nine. Such credits shall have the prior approval of the Superintendent.
2. The Board of Education shall reimburse each administrator in an amount not to exceed \$250.00 for an annual physical and/or eye examination including corrective lenses.
3. Administrators employed as of the 1986-87 school year who have completed fifteen years of employment in the Sparta School District shall receive an annual longevity payment of \$1,500.00 over and above the salary guide.
4. Administrators employed as of the 1986-87 school year who have completed twenty years of employment in the Sparta School District shall receive an annual longevity payment of \$2,200.00 over and above the salary guide.
5. Administrators employed as of the 1986-97 school year who have completed twenty-five years of employment in the Sparta School District shall receive an annual longevity payment of \$3,000.00 over and above the salary guide.
6. Administrators employed after July 1, 1987, will not be eligible for longevity payments.
7. New administrators shall be placed on the salary guide in accordance with their degree status. The initial placement on the guide shall be on an existing step in the Principals' Association contract mutually agreed to by the incoming administrator and the Superintendent of Schools.
8. The Board of Education will pay the professional dues of the administrators as approved by the Superintendent of Schools. Dues for the NEA, NJEA, and the Sparta Principals' Association will not be paid by the Board.
9. Educational Advancement:
 - a. There will be the following educational levels: MA, MA+15, MA+30, MA+45, MA+60, MA+75, and Ph.D.
 - b. The present degree/credit status for each member will be listed in the contract.
 - c. As a member achieves the next educational level they will receive a \$2,000.00 salary increase for each level except, Ph.D. which will be \$3,000.00.
10. The Board will comply with the Family Leave Act requirements.

2003-04 Degree/Credit Status

<u>Name</u>	<u>Degree</u>	<u>Credits beyond degree</u>
S. Abromovage	MA	
J. Geddis	MA	+49.615
M. Gregory	MA	+3
J. Leonard	MA	+36
R. Lio	MA	
M. Mongon	MA	
L. Nick	MA	+18.1
S. Roseman	MA	+67.333
K. Scimanico	MA	
P. Shea	MA	+6
J. Stephenson	MA	+3
D. Tobin	MA	
L. Trent	MA	
C. Ulrichny	MA	+78.2

APPENDIX B

PRINCIPALS' SALARIES
July 1, 2004 through June 30, 2006

<u>Administrator</u>	<u>2003-04</u>		<u>2004-05</u>		<u>2005-06</u>
		+4,007		+4,177	
Stan Abromavage	\$99,000		\$103,007		\$107,184
Judy Geddis	\$100,573		\$104,580		\$108,757
Mike Gregory **	\$76,120		\$80,127		\$84,304
Jack Leonard	\$83,526		\$87,533		\$91,710
Rich Lio	\$135,000		\$139,007		\$143,184
Mark Mongon	\$79,950		\$83,957		\$88,134
Linda Nick	\$100,576		\$104,583		\$108,760
Sam Roseman	\$101,245		\$105,252		\$109,429
Kari Scimanico	\$83,746		\$87,753		\$91,930
Patrick Shea	\$94,000		\$98,007		\$102,184
Jerard Stephenson	\$87,076		\$91,083		\$95,260
Dennis Tobin	\$99,245		\$103,252		\$107,429
Laura Trent *	\$99,076		\$103,083		\$107,260
Cathy Ulrichny	\$89,051		\$93,058		\$97,235

*Prorated 12 month salary

** 10 month salary