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THIS BOOK DOES
NOT CIRCULATE

NEGOTIATED AGREEMENT
BETWEEN THE
SPARTA BOARD OF EDUCATION
AND
SPARTA PRINCIPALS' ASSOCIATION
JULY 1, 1975 to JUNE 30, 1977

Sussex County

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Article I**Recognition**

- A. The Board of Education hereby recognizes the Sparta Principals' Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel employed or to be employed by the Board in the positions of

Principal
Assistant or Vice Principal
Teaching Vice Principal
School Psychologist
Director of Pupil Personnel Services
Full Time Administrative Assistant

- B. Unless otherwise indicated, the terms "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 negotiation over a successor Agreement in accordance with Chapter 303, New Jersey Public Laws 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of principals' employment. Such negotiations shall begin by mutual agreement early in the school year of the calendar year preceding the calendar 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 ProcedureA. 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 this 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.

C. Procedure1. Informal Attempt to Resolve

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

2. Level One - Immediate Superior

If the matter is not resolved to the satisfaction of the grievant within five (5) work days, he shall set forth his grievance in writing to the immediate superior 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 dissatisfaction with decisions previously rendered.

The immediate superior shall communicate his decision to the grievant in writing within five (5) work days of receipt of the written grievance.

ARTICLE III
(continued)

3. Level Two - Superintendent of Schools

The grievant, no later than five (5) work days after receipt of the immediate superior'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 dissatisfaction with the decisions previously rendered. The Superintendent, no later than five (5) work days after receipt of the appeal, shall investigate the matter and shall communicate his decision in writing to the grievant and the immediate superior.

4. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, 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 shall review the grievance and shall hold a hearing with the grievant and render a decision in writing within twenty-two (22) work days of receipt of the grievance by the Board.

5. Level Four - Fact Finding with Recommendations

If the aggrieved person is dissatisfied with the determination of the Board, he shall have the right to fact finding with recommendations. A request for fact finding 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 fact finder. 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 a fact finder. In the event the Commission is unable or unwilling to appoint a fact finder within fifteen (15) work days of the joint request, then a request shall be made to the American Arbitration Association to appoint a fact finder. The cost of the fact finder shall be borne equally by the parties.

ARTICLE III
(continued)

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

The following areas are not subject to advisory fact finding:

1. Failure to retain non-tenure administrators in administrative positions.
2. A grievance for which a remedy is provided in law and is directly applicable to the grievance at hand.
3. Failure to re-employ or appoint personnel to positions for which tenure is neither granted nor possible by law.

6. Right to Representation

Rights of administrators to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by (a) representative(s) and/or an attorney selected and approved by the Association.

When a grievant 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 appeal with respect to his personal grievances.

D. 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 from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

ARTICLE IV

Professional RightsA. 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 has read the item of record. The administrator shall also have the right to submit a written answer to the material and his answer should be reviewed by the Superintendent or his designee and attached to the file copy.
2. Except for confidential information as determined by the source of the information or the Superintendent, and 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 that administrator, he shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall have (a) representative (s) of the Association and/or attorney present to advise him and represent him during 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****EVALUATION****A. Review of Evaluation of Administrative Personnel Policy**

The Evaluation of Administrative Personnel Policy CBI shall be reviewed annually by the association and the Board of Education and any recommendations for improving the policy shall be made to the Board. The association shall be consulted prior to the Board of Education making any revisions to the existing policy.

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 shall also have the right to be present or represented at any meetings or conferences regarding the complaint.

ARTICLE VI

Professional Conferences

With the approval of the Superintendent each administrator may attend national or state conferences.

Expense 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 two days for compelling personal reasons with full pay pending approval of the Superintendent upon application thereof. Unused personal leave may be accumulated to a maximum of four (4) days. Necessary personal day is construed to mean that such business is essential and will require the presence of the employee on a day when school is in session.

Since the application requires approval by the Superintendent it is incumbent upon the requestor 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 "emergency" nature in the context of this policy should be submitted to the Superintendent.

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

ARTICLE VIII

Vacations - Holidays - Sick LeaveA. Vacations

1. Every member of the Association employed on a 12 month contract shall be entitled to 22 days vacation each year. These days or portions thereof may be taken at the discretion of the administrator with the approval of the Superintendent.
2. A member may accumulate 5 days of unused vacation time.
3. In addition to the 5 aforementioned days, should an administrator be required to forego any additional part of his vacation, he would be entitled to carry over these days to be used at a later date.
4. After the 10th year of employment in the district as an administrator two additional vacation days per year will be added to total a maximum of 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
 Independent 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
 New Year's Eve

ARTICLE VIII
(continued)

C. Sick Leave

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

Administrative personnel who have worked in the Sparta School System for 10 or more consecutive years shall be granted an additional cumulative sick leave day for the 1969-70 school year. Thenceforth, all administrative personnel, after having completed 10 consecutive years of service in the district, shall be granted one additional day per year for five years until a maximum of 17 cumulative sick leave days per year are granted.

D. Separation From Service - Unused Vacation Days

1. A member who dies before his contract period is completed shall have payment for his unused vacation days given to his estate.
2. A member who resigns or retires during his contract year shall receive cash payment for his unused vacation days.
3. The rate of payment will be at 1/240 of his contract salary.

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 leaves may be granted to a maximum of 1 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 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 would have received if he had remained on active duty except if a sabbatical is due to a fellowship or grant, he will receive the difference in salary equal to full rate.
 5. Upon return from sabbatical leave, an administrator shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his 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.

ARTICLE X

Insurance Protection

1. The Board shall pay the full premium for each professional employee and for the family insurance where applicable.
2. 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:
 - (a) Hospital room and board and ancillary costs.
 - (b) Out-patient benefits.
 - (c) Laboratory fees, diagnostic expenses, and permitted therapy treatments.
 - (d) Maternity costs.
 - (e) Surgical costs.
 - (f) Major-medical coverage.
3. In the event that an insurance company other than the Blue Cross-Blue Shield is selected, the claim settlement process must be accomplished with a performance equivalent to the health-insurance program now in effect.
4. The Board, at employee's expense, shall provide for continuance of health care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association.
5. 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.
6. Effective July 1, 1976, the Board will provide the Principals' Association with a prescription plan identical in nature to that of the Sparta Education Association's.

ARTICLE XI

Appointment, Transfer and/or Assignment of PersonnelA. 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 practicable and, except in cases of emergency, not later than April 30th for a succeeding school 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 this 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 objections before the appointment is effected.

C. Selection of Superintendents

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

ARTICLE XII

Miscellaneous ProvisionsA. Consultation on Negotiations

The Association will be consulted on new provisions in the negotiated contracts between the Board and associations containing personnel responsible to building administrators before final adoption of the contract.

B. Curriculum changes

Curriculum changes or revision 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.

ARTICLE XI

Salary

HIGH SCHOOL PRINCIPAL

<u>Step</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>Ed.D.</u>
1	\$23,332.	\$23,682.	\$24,066.	\$24,450.	\$24,999.
2	25,192.	25,542.	25,926.	26,310.	26,859.
3	27,052.	27,402.	27,786.	28,170.	28,719.
4	28,912.	29,262.	29,646.	30,030.	30,579.

JUNIOR HIGH SCHOOL PRINCIPAL

<u>Step</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>Ed.D.</u>
1	\$22,163.	\$22,513.	\$22,787.	\$23,172.	\$23,720.
2	23,953.	24,303.	24,577.	24,962.	25,510.
3	25,743.	26,093.	26,367.	26,752.	27,300.
4	27,533.	27,883.	28,157.	28,542.	29,090.

DIRECTOR OF PUPIL PERSONNEL SERVICES

<u>Step</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>Ed.D.</u>
1	\$22,043.	\$22,393.	\$22,777.	\$23,161.	\$23,709.
2	23,905.	24,255.	24,639.	25,023.	25,571.
3	25,767.	26,117.	26,501.	26,885.	27,433.
4	27,629.	27,979.	28,363.	28,747.	29,295.

ELEMENTARY PRINCIPAL

<u>Step</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>Ed.D.</u>
1	\$20,932.	\$21,282.	\$21,687.	\$22,071.	\$22,620.
2	22,636.	22,986.	23,391.	23,775.	24,324.
3	24,340.	24,690.	25,095.	25,479.	26,028.
4	26,044.	26,394.	26,799.	27,183.	27,732.

HIGH SCHOOL VICE PRINCIPAL

<u>Step</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>Ed.D.</u>
1	\$20,233.	\$20,586.	\$20,970.	\$21,354.	\$21,903.
2	21,850.	22,203.	22,587.	22,971.	23,520.
3	23,470.	23,820.	24,204.	24,588.	25,137.
4	25,087.	25,437.	25,821.	26,205.	26,754.

PSYCHOLOGIST

<u>Step</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>Ed.D.</u>
1	\$19,596.	\$19,946.	\$20,330.	\$20,714.	\$21,263.
2	21,223.	21,573.	21,957.	22,341.	22,890.
3	22,850.	23,200.	23,584.	23,968.	24,517.
4	24,477.	24,827.	25,211.	25,595.	26,144.

JUNIOR HIGH TEACHING VICE PRINCIPAL

<u>Step</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>Ed.D.</u>
1	\$17,489.	\$17,839.	\$18,189.	\$18,539.	\$19,039.
2	18,804.	19,154.	19,504.	19,854.	20,354.
3	20,119.	20,469.	20,819.	21,169.	21,669.
4	21,434.	21,784.	22,134.	22,484.	22,984.

HIGH SCHOOL ADMINISTRATIVE ASSISTANT

<u>Step</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>Ed.D.</u>
1	\$15,598.	\$15,948.	\$16,298.	\$16,648.	\$17,148.
2	17,198.	17,548.	17,898.	18,248.	18,748.
3	18,798.	19,148.	19,498.	19,848.	20,348.
4	20,398.	20,748.	21,098.	21,448.	21,948.

1. Step #4 shall be in effect for the 1975-1976 school year. For the 1976-1977 school year the salary guide shall be increased by the average C.P.I. for New York and North Eastern New Jersey with a floor of 5% plus 2.2% and a ceiling of 9% plus 2.2%.
2. The Board will pay \$50.00 per graduate credit earned during the fiscal year. The total number of credits to be subsidized for one staff member not to exceed nine. Such credits shall be approved by the Superintendent.
3. The Board of Education retains the right to withhold salary increases in accordance with Title 18A:28-14.
4. It is agreed by the parties that in the event the first and second steps of the salary guide appear to be unrealistic in terms of future staffing, the Board of Education may adjust Step 1 or 2.
5. Administrators who have completed 15 years of employment in the Sparta School District shall receive an annual amount of \$250.00. Administrators who have completed 20 years of employment in the Sparta School District shall receive an annual amount of \$500.00 over and above the salary guide.

ARTICLE XIV

Duration of Agreement

- A. The articles of this agreement shall be effective for the 1975-76 and 1976-77 school years commencing on July 1, 1975 and terminating on June 30, 1977, except where it is specified otherwise.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective negotiations chairmen and secretaries.

 Association

 Board of
 Education

 by Herbert Libourel
 Herbert Libourel, President

 By Vincent A. Siragusa
 Vincent Siragusa, President

 By Herbert H. Orel
 Herbert H. Orel
 Negotiating Chairman

 By Andre J. Montagne
 Andre J. Montagne, Secretary