

**AGREEMENT BETWEEN  
SPARTA BOARD OF EDUCATION  
AND  
SPARTA EDUCATION ASSOCIATION  
July 1, 2025 - June 30, 2029**

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## PART A – GENERAL

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### ARTICLE I RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following full and part-time employees:
1. Certificated Staff;
  2. Secretaries, Clerk-Typists, Library Clerks, Bookkeeper-Secretaries and Library Clerk Typists
  3. Classroom, Playground and Cafeteria Assistants (hereinafter referred to as "assistants" or "paraprofessionals");
  4. Information Technology Staff; and
  5. Armed Security Guards.
- B. Certificated staff, as set forth above, shall be defined to include: (i) classroom teachers; (ii) nurses; (iii) librarians; (iv) guidance counselors; (v) speech therapists; (vi) social workers; (vii) psychologists; (viii) remedial reading specialists; (ix) learning disability teacher-consultants; (x) Chapter I teachers; (xi) the substance awareness coordinator; (xii) the athletic trainer; and (xiii) Child Study Team – Related Services (hereinafter referred to as "teachers").
- C. Secretaries, as set forth above, shall be defined to include: (i) Secretaries; (ii) Clerk-Typists; (iii) Library Clerks; (iv) Bookkeeper-Secretaries; and (v) Library Clerk Typists (hereinafter referred to as "secretaries").
- D. Assistants, as set forth above, shall be defined to include: (i) classroom assistants; (ii) playground assistants; and (iii) cafeteria assistants (hereinafter referred to as "assistants").
- E. Information Technology staff, as set forth above, shall be defined to include (i) Technicians; (ii) Network Specialists; (iii) Systems Specialists; (iv) Systems Managers; and (v) Network Managers.
- F. Except as required by law, the benefits conferred in this Agreement shall not apply to part time certified staff, or any secretaries or assistants unless otherwise specifically provided for in this Agreement.
- G. Specifically excluded from the unit are the following:

1. All administrative and supervisory personnel;
  2. All maintenance employees;
  3. All consulting personnel, hourly personnel, temporary (less than 20 working days) per diem personnel, and all day-to-day substitutes.
  4. Secretary to the Superintendent of Schools;
  5. Secretary to the Business Administrator/Board Secretary;
  6. Secretaries to the Assistant Superintendent for Curriculum, Payroll and Accounting Coordinator, Buildings and Grounds, Director of Special Services and Budget and Accounting Coordinator.
- H. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement, shall refer to all certificated professionals represented by the Association in the negotiating unit as defined above and any reference to male teachers shall include female teachers.
- I. Notwithstanding the recognition of the Association as the collective negotiations representative for teachers, secretaries and assistants, the provisions of the teachers' contract, secretaries' contract and assistants' contract shall govern the terms and conditions of employment the listed positions only, and the provisions contained in each contract shall not apply to any other position unless the parties specifically agree that any or all of the provisions will govern the terms and conditions of employment of other positions as part of a settlement of the collective negotiations agreement covering the employees listed in Section A.
- J. References to "he," "his," "him," and "himself" in this Agreement shall be interpreted as including a reference to "she," "her," or "herself", whenever appropriate.

## **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 - 1974, in good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin by mutual agreement before, but not later than, January 31 of the school year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and shall be subject to adoption by the Board.
- B. Representatives of the Board and the Association shall meet periodically for the purpose of reviewing the administration of the Agreement, and to resolve related problems that may arise therefrom. These meetings shall be scheduled at the request of either party. These meetings are not intended to bypass the grievance procedure nor take the place of any other scheduled meetings whose primary purpose is negotiation.



- C. 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.
- D. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

**ARTICLE III**  
**GRIEVANCES**

**(Applicable to All Members Except As Otherwise Indicated)**

A. Definitions

- 1. A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning, or application of any of the provisions of this Agreement. All grievances will be processed through the procedure outlined in Paragraph a.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. "Days" shall mean calendar days. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of procedures. (See C-3).

B. Purpose

- 1. The purpose of this procedure is to provide a means to resolve grievance disputes which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

- 1. Grievances shall 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.
- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the time limits set forth herein may be reduced at the request of either party.
- 3. The aggrieved person will institute the grievance procedure within twenty-eight (28) days of the occurrence or within twenty-eight (28) days of the date on which he becomes aware of the grievance. In the event the grievance is not initiated within this period, the grievance is null and void.

D. Levels

1. Level One

- a. A person with a grievance shall first discuss his problem informally with his immediate superior, if any, and the building principal to try to settle the grievance. The immediate superior/principal will provide a verbal response within seven (7) days.
- b. If the aggrieved is not satisfied with the disposition of the grievance at Level One (a), he shall file his grievance in writing with the immediate superior within seven (7) days following the verbal response. The superior's response to the written grievance shall be in writing and be given no later than seven (7) days after receiving the grievance.

2. Level Two

If the aggrieved person wishes to pursue the grievance, he must send a letter to the Superintendent within seven (7) days with a copy to the principal and to the immediate supervisor, if any, stating:

- a. Name and assignment(s) of the aggrieved party/parties.
- b. A general statement of the grievance, including the date when the grievance arose.
- c. Article(s) of this Agreement which have been violated,
- d. Attachments of Level One correspondence
- e. Remedy sought
- f. Request for a meeting with the Superintendent

This meeting must be scheduled within seven (7) days upon the receipt of the letter by the Superintendent. The Superintendent shall reply, in writing, stating the reasons for his decision to the aggrieved person within seven (7) days after said meeting.

3. Level Three

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, he may appeal, in writing, within fourteen (14) days, to the Board of Education specifying his reasons for his complaints. Within sixty (60) days of receipt of the appeal of the grievance, the Board of Education shall review the grievance and schedule a hearing to provide the aggrieved an opportunity to present his grievance. Within fourteen (14) days thereafter, the Board shall render a decision and notify the aggrieved person(s) in writing. Copies of this decision will be forwarded by the Board to the Association and the Superintendent of Schools.

- b. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three (a), or if no decision has been rendered within the limit stated, the aggrieved person shall review his grievance with the Association. The Association, in discussion with the aggrieved person, shall determine whether to pursue the grievance at Level Four.

#### 4.A. Level Four — TEACHERS ONLY

- a. In the event the Association is dissatisfied with the determination of the Board, it shall have the right to binding arbitration. A demand for such binding arbitration shall be made no later than twenty-eight (28) days following receipt of the written determination of the Board. Failure to file within said time period shall constitute a bar to such binding unless the Association and the Board shall mutually agree upon a longer time period within which to assert such a demand. Within seven (7) days of the demand, a request to appoint an arbitrator shall be filed with the Public Employment Relations Commission.
- b. The arbitrator shall conduct such proceedings as he shall deem necessary and shall render a report setting forth his findings of facts, reasoning and recommendations within the shortest possible time. The recommendation made by the arbitrator shall be binding. The following areas are not subject to arbitration:
  - (1) Failure to retain non-tenured teachers.
  - (2) A grievance for which a specific remedy is provided by law and is directly applicable to the grievance in point.
  - (3) Failure to re-employ in or appoint personnel to a position for which tenure is neither granted nor possible by law.
  - (4) Any teacher assignment or transfer.
  - (5) The substance of an evaluation.
- c. The cost for the services of the arbitrator, including per diem expenses, if any, and actual necessary expenses shall be borne equally by the Board and the Association.

#### 4.B. Level Four — SECRETARIES, IT and SECURITY ONLY



- a. In the event an aggrieved person is dissatisfied with the determination of the Board, he shall have the right to seek advisory arbitration. A demand for such arbitration shall be made no later than twenty-one (21) days following receipt of the written determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved person and the Board shall mutually agree upon a longer time period with which to assert such a demand. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. When the parties agree, or if they are unable to agree, they shall, within fourteen (14) days of the demand, jointly request the Public Employment Relations Commission to appoint an arbitrator within fifteen (15) days of their joint request. The arbitrator shall conduct such proceedings as he shall deem necessary and shall render a report setting forth his findings of facts, reasoning, and recommendations within the shortest possible time. The recommendations made by the arbitrator shall be advisory only. The parties agree that they shall consider the recommendation but that it will not be binding on the parties. The following areas are not subject to advisory arbitration:
  - (1) Failure to retain non-tenured unit personnel
  - (2) A grievance for which a specific remedy is provided by law and is directly applicable to the grievance in point.
  - (3) Failure to re-employ or appoint personnel in positions for which tenure is neither granted nor possible by law.

#### 4.C. Level Four — ASSISTANTS ONLY

- a. In the event an aggrieved person is dissatisfied with the determination of the Board, he shall have the right to seek advisory arbitration. A demand for such arbitration shall be made no later than twenty-one (21) days following receipt of the written determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved person and Board shall mutually agree upon a longer time period within which to assert such a demand. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. When the parties agree, or if they are unable to agree, they shall, within fourteen (14) days of the demand, jointly request the Public Employment Relations Commission to appoint an arbitrator.
- b. The arbitrator shall conduct such proceedings as he shall deem necessary and shall render a report setting forth his findings of facts, reasoning and recommendations within the shortest possible time. The recommendation made by the arbitrator shall be advisory only. The parties agree that they shall consider the recommendation but that it will not be binding on the parties. The following areas are not subject to advisory arbitration:

- (1) Failure to re-employ or appoint personnel (non-renewal) in positions for which tenure is neither granted nor possible by law.
- (2) A grievance for which a specific remedy is provided by law and directly applicable to the grievance point.
- (3) Failure to retain non-tenured unit personnel in the event their services are no longer needed.

E. Miscellaneous

1. An aggrieved person may be represented at all levels of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any faculty representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
3. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. All meetings and hearings under this procedure shall not be conducted in public and shall include the parties and their designated or selected representatives, heretofore referred to in this Article.
7. Employees shall not have the right to refuse to follow administrative directives or Board policy on grounds that a grievance has been instituted or is in any stage of process.
8. Failure at any step of this procedure to communicate the decision on a grievance within the time limits shall permit the employee to proceed to the next step. The parties, however, may mutually agree in writing to extend the time periods specified herein.

9. Failure at any step of this procedure by the aggrieved or the Association to appeal a grievance to the next step within the specified time limits, unless mutually extended, shall be deemed to be an acceptance of the decision rendered at that step, and an abandonment of further grievance procedure.
10. In any case where a grievance is based upon a determination of the Board, the aggrieved may appeal directly to the Board at Level Three. In either instance, the grievance will be filed in accordance with the requirements of Level Two.
11. All meetings, hearings and investigations under this procedure shall be accomplished without interference with the operation of the school system, after school hours, and shall be considered private.
12. The parties agree to cooperate in the investigation and resolution of any grievance.

**ARTICLE IV**  
**INSURANCE PROTECTION**  
**(Only Applicable to Teachers and Secretaries)**

- A. The Board shall provide health benefits for each member and his dependents where applicable during the term of the contract through Open Access with the following revisions:
  1. \$20.00 in-network co-pay;
  2. \$75.00 emergency room co-pay;
  3. Out-of-network deductible - \$300.00 single/\$750.00 family; and
  4. Maximum out-of-pocket - \$3,000.00 single/\$7,500.00 family.

The Board will offer additional health plan options on a voluntary basis.

- B. Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association.
- C. In the event that a sufficient number of employees elects coverage in the New Jersey Educator's Health Plan ("EHP") and the cost to the District of providing health insurance coverage under the EHP is greater than the cost of providing such coverage under the prior plans prior to the implementation of the EHP, the Association agrees that the Board of Education has the option to convert the insurance plan provided by the district to the School Employees Health Benefits Plan (SEHBP), and shall accept the SEHBP insurance plan coverage without engaging in further negotiations. In the event that the Board otherwise changes the insurance company, the benefits shall be equal to or better than those provided on the date of the signing of this Agreement. If the Board considers changing the carrier or coverage, the SEA shall be notified and given the



opportunity to offer input and review the changes sixty (60) days prior to the Board implementing a new carrier.

- D. Employees shall have the right to health care insurance after retirement in accordance with the law under the School Employees Health Benefits Plan. Those individuals who retire but may not have worked the requisite number of years to qualify for benefits under that law may purchase health insurance through the Board at the Board's group rate.
- E. The Board of Education shall inform all new employees in the district, in writing, of the nature of benefits to which they may subscribe on a voluntary basis.
- F. The Board of Education shall provide a prescription plan. The Association agrees to a \$10.00 generic co-pay, \$20.00 brand co-pay and 1x co-pay for ninety (90) day mail order supply on the prescription plan.
- G. The Board of Education shall provide a dental plan for each employee and his family where applicable.
- H. In the event an employee who is eligible for coverage elects to waive insurance coverage (inclusive of dental and prescription) under this Article pursuant to the carrier's rules in June of each school year, he shall be entitled to receive payment of twenty-five percent (25%) of the employer's net premium cost (which shall be defined as the amount of the premium less the employee's contribution), or \$5,000.00, whichever is less, payable two (2) times a year, from the Board of Education after coverage has been waived for the preceding six (6) months. Nothing contained herein shall prevent an employee from rescinding his waiver should there be a major change in his life which would warrant the need for insurance coverage, subject to the requirements of the carrier; however, the employee shall not be entitled to payment unless coverage has been waived for the preceding six (6) months. Unless otherwise prohibited by law, a section 125 plan shall be created which would enable payment for waiver of coverage without subjecting other employees to taxation of insurance benefits.
- I. During subsequent open enrollment periods, employees may contribute to a flexible spending account, made available by the Board, which may be used for dependent care expenses. Flexible spending accounts shall be extended by three (3) months into the following benefits period, provided that it is permitted by the applicable law.

**ARTICLE V**  
**INSURANCE PROTECTION**  
**(Only Applicable to Assistants)**

- A. Classroom assistants currently receiving health care insurance as of September 10, 2013 shall continue to receive the coverage set forth in Section A as long as they are employed by the Board as classroom assistants. The provisions of Sections A, B, C, D, E, F, H and I in Article IV, Insurance Protection (Only Applicable to Teachers and Secretaries), shall apply to classroom assistants, with the exception of the provision in Section H pertaining to dental coverage. Health

care insurance will end upon each covered classroom assistant's retirement, resignation or departure from the District. No other assistants shall be entitled to this health insurance coverage.

- B. Except for the classroom assistants currently receiving health insurance in accordance with Section A, health care insurance protection shall be provided to assistants who are employed for thirty (30) or more hours a week through Horizon State Defector High Deductible Direct Access or another carrier who provides equivalent coverage. In addition to contributions required by P.L. 2011, Chapter 78, the assistants shall contribute fifty percent (50%) of the applicable premium through an appropriate payroll deductible on a prorated basis. For those assistants who elect health care insurance protection, their hourly rate shall be reduced by the prorated amount of the fifty percent (50%) contribution of the applicable premium, which shall be no less than eight and 40/100 dollars (\$8.40) or the applicable federal or state minimum hourly rate, whichever is higher, plus any applicable salary differential in accordance with Article X of Part D of this Agreement. The hourly rate set forth in Article X of Part D of this Agreement shall not apply to the eligible assistants who elect health care coverage.
- C. Employees beginning employment on or after July 1, 2020 who elect healthcare coverage and who are employed for thirty (30) or more hours per week shall be enrolled in the New Jersey Educators' Health Plan ("EHP") or District Equivalent. Coverage and contribution levels shall be as set forth in P.L. 2020, c.44. The Board will offer the EHP provided State law continues to require it to do so.
- D. For those assistants who elect health care insurance protection, their salaries shall be reduced by a concurrent salary reduction in exchange for electing benefits until the reduction equals fifty percent (50%) of the applicable insurance premium, provided the hourly rate shall be no less than the applicable federal or state minimum hourly rate plus any applicable salary differential in accordance with Article X of Part D of this Agreement. The hourly rate set forth in Article X of Part D of this Agreement shall not apply to the eligible assistants who elect health care coverage.
- E. For those assistants who waive health care insurance protection that is provided in accordance with paragraph one (1) of Section B of this Agreement, he shall be entitled to receive payment of two hundred and 00/100 dollars (\$200.00) per year, payable in two (2) equal installments, from the Board of Education after coverage has been waived for the preceding six (6) months. Nothing contained herein shall prevent an employee from rescinding his waiver should there be a major change in his life which would warrant the need for insurance coverage, subject to the requirements of the carrier; however, the employee shall not be entitled to payment unless coverage has been waived for the preceding six (6) months. Unless otherwise prohibited by law, a section 125 plan shall be created which would enable payment for waiver of coverage without subjecting other employees to taxation of insurance benefits.

## **ARTICLE VI**

### **INSURANCE PROTECTION**



**(Only Applicable to IT/Information Technology Staff)**

- A. The Board shall provide health benefits for each member and his dependents where applicable during the term of the contract through Open Access with the following revisions:
1. \$20.00 in-network co-pay;
  2. \$75.00 emergency room co-pay;
  3. Out-of-network deductible - \$300.00 single/\$750.00 family; and
  4. Maximum out-of-pocket - \$3,000.00 single/\$7,500.00 family.

The Board will offer additional health plan options on a voluntary basis.

- B. Employees beginning employment on or after July 1, 2020 who elect healthcare coverage and who are employed for thirty (30) or more hours per week shall be enrolled in the New Jersey Educators' Health Plan ("EHP") or District Equivalent, or, at the employee's option, the Garden State Health Plan ("GSHP"). The Board will offer the EHP provided State law continues to require it to do so. Employees shall contribute toward the cost of health care benefits coverage in accordance with the provisions of Chapter 78, P.L. 2011 or Chapter 44, P.L. 2020, as may be applicable.
- C. Employees shall contribute toward the cost of health care, prescription or dental benefits coverage in accordance with the provisions of Chapter 78, P.L. 2011 or Chapter 44, P.L. 2020, as may be applicable.
- D. Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association.
- E. In the event that a sufficient number of employees elects coverage in the New Jersey Educator's Health Plan ("EHP") and the cost to the District of providing health insurance coverage under the EHP is greater than the cost of providing such coverage under the prior plans prior to the implementation of the EHP, the Association agrees that the Board of Education has the option to convert the insurance plan provided by the district to the School Employees Health Benefits Plan (SEHBP), and shall accept the SEHBP insurance plan coverage without engaging in further negotiations. In the event that the Board otherwise changes the insurance company, the benefits shall be equal to or better than those provided on the date of the signing of this Agreement. If the Board considers changing the carrier or coverage, the SEA shall be notified and given the opportunity to offer input and review the changes sixty (60) days prior to the Board implementing a new carrier.
- F. Employees shall have the right to health care insurance after retirement in accordance with the law under the School Employees Health Benefits Plan. Those individuals who retire but may not have worked the requisite number of years to qualify for benefits under that law may purchase health insurance through the Board at the Board's group rate.

- G. The Board of Education shall inform all new employees in the district, in writing, of the nature of benefits to which they may subscribe on a voluntary basis.
- H. The Board of Education shall provide a prescription plan. The Association agrees to a \$10.00 generic co-pay, \$20.00 brand co-pay and lx co-pay for ninety (90) day mail order supply on the prescription plan.
- I. The Board of Education shall provide a dental plan for each employee and his family where applicable. Contributions shall be in accordance with Chapter 78.
- J. In the event an employee who is eligible for coverage elects to waive insurance coverage (inclusive of dental and prescription) under this Article pursuant to the carrier's rules in June of each school year, he shall be entitled to receive payment of twenty-five percent (25%) of the employer's net premium cost (which shall be defined as the amount of the premium less the employee's contribution), or \$5,000.00, whichever is less, payable two (2) times a year, from the Board of Education after coverage has been waived for the preceding six (6) months. Nothing contained herein shall prevent an employee from rescinding his waiver should there be a major change in his life which would warrant the need for insurance coverage, subject to the requirements of the carrier; however, the employee shall not be entitled to payment unless coverage has been waived for the preceding six (6) months. Unless otherwise prohibited by law, a section 125 plan shall be created which would enable payment for waiver of coverage without subjecting other employees to taxation of insurance benefits.
- K. During subsequent open enrollment periods, employees may contribute to a flexible spending account, made available by the Board, which may be used for dependent care expenses. Flexible spending accounts shall be extended by three (3) months into the following benefits period, provided that it is permitted by the applicable law.

**ARTICLE VII**  
**INSURANCE PROTECTION**  
**(Only Applicable to Security Staff)**

- A. The Board shall offer to all eligible full-time employees who are employed for thirty (30) or more hours per week health benefit insurance through the Horizon State Defector High-Deductible Direct Access plan (High Deductible Plan), or another carrier providing substantially equal to or greater coverage. The health benefit coverage provided herein shall be employee-only coverage. Employees shall have the option to buy-up to different coverage levels at their own expense. Employees beginning employment on or after July 1, 2020 who elect healthcare coverage and who are employed for thirty (30) or more hours per week shall be enrolled in the New Jersey Educators' Health Plan ("EHP") or District Equivalent, or, at the employee's option, the Garden State Health Plan ("GSHP"). The Board will offer the EHP provided State law continues to require it to do so. Employees shall contribute toward the cost of health care benefits coverage in accordance with the provisions of Chapter 78, P.L. 2011 or Chapter 44, P.L. 2020, as may be applicable.



- B. The Board shall provide all contracted employees regularly employed a minimum of thirty (30) hours per week with a prescription drug plan for the employee, where appropriate, with a company selected by the Board. Employees shall contribute toward the cost of prescription coverage in accordance with the provisions of Chapter 78, P.L. 2011 or Chapter 44, P.L. 2020, as may be applicable.
- C. The Board shall provide all contracted employees regularly employed a minimum of thirty (30) hours per week with the option to elect coverage under the District's dental plan for the employee. The Board will make available dependent dental insurance coverage, the additional cost of which shall be paid for by the Association member.
- D. Each employee choosing to waive health benefits coverage shall receive a payment of \$350.00.

## ARTICLE VIII

### SICK BANK

#### A. Sick Leave Bank

1. A Sick Leave Bank has been established to provide paid leave to employees who are absent for an extended period due to catastrophic illness or injury.
  - a. A "catastrophic illness or injury" is defined as a serious illness or injury which renders an individual employee unable to perform his job duties and requires treatment and/or hospitalization that results in a prolonged absence from work.
  - b. EXCLUSIONS: The Sick Leave Bank does not cover maternity leave, bereavement leave, time off to attend to an ill family member, work related illnesses or injury that qualifies for Worker's Compensation, or any illness or injury that qualifies the individual for disability retirement.
2. An employee may participate in the Sick Leave Bank for the following school year by providing written notice to the secretary of the Sick Leave Bank Committee of his decision to donate one (1) sick leave day during each enrollment period. The enrollment period shall be from June 1 to June 30 of each school year. The contributed sick leave day(s) will be deducted from the employee's accumulated sick leave days on July 1. Once an employee has donated one (1) day to the Sick Leave Bank, the employee becomes eligible to participate in and receive days from the Sick Leave Bank.
3. Employee participation and the amount of sick leave days donated shall be voluntary.
4. If an employee decides to no longer participate in the Sick Leave Bank or does not contribute at least one (1) sick day during each enrollment period (which shall not be required whenever the number of days in the Sick Leave Bank exceeds the maximum), the employee shall not be entitled to reimbursement of the sick days he had previously contributed to the Sick Leave Bank, Written notice of the decision to no longer participate in the Sick Leave Bank shall be provided to the secretary of the Sick Bank Committee.

5. The Sick Leave Bank will be built up annually, as needed, by the participating employees contributing one (1) of their accumulated sick leave days. No days will be added to the Sick Leave Bank unless the total number of donated sick leave days is less than six hundred (600) days, except for new employees seeking enrollment in the bank who shall be permitted to contribute one (1) sick day during the enrollment period. At the end of the school year, any unused sick days remaining in the Sick Leave Bank shall be carried over to the next school year. In the event that sufficient days are contributed during each enrollment period (as set forth in A(2), above), such that the number of days in the Sick Leave Bank exceed six hundred (600) at any given time, participating employees who previously contributed more than one (1) day will be refunded any additional day(s) on a one-to-one basis in reverse contribution order, until the number of days in the Sick Leave Bank equals the six hundred (600) day limit. These days will be returned to the participating employee's personal accrued sick day balance. During each enrollment period, or if the number of days in the Sick Leave Bank thereafter falls below the six hundred (600) day limit, participating employees will again contribute one (1) of their accumulated days to replenish the Sick Leave Bank.
6. Pursuant to N.J.S.A. 18A:30-11, the Sick Leave Bank shall be administered by a committee which shall be comprised of three (3) members selected by the Board and three (3) members selected by the Association who are eligible to participate in the Sick Leave Bank. The board secretary/school business administrator shall be the secretary of the Sick Leave Bank Committee. A majority vote of the Sick Leave Bank Committee to recommend approval of an employee's application is required. The secretary of the Sick Leave Bank Committee shall maintain an up-to-date accounting of all members' sick days in the Sick Leave Bank, the number of the sick days contributed by each member, the number of sick days withdrawn by each member and a record of all applications and the disposition of each application.
7. An employee's use of the days in the Sick Leave Bank shall be subject to the approval by the Board of Education and shall not be subject to the grievance procedure set forth in Part A, Article III of the parties' Collective Negotiations Agreement nor shall it be reviewable by a court or agency of competent jurisdiction. If granted, the employee shall receive his pay for each donated sick day at his current rate of pay.
8. The Sick Leave Bank shall be available only to an employees who:
  - a. has exhausted all of his annual and accumulated leave time (e.g. vacation leave, sick leave and personal leave, as may be applicable); and
  - b. has been absent a minimum of thirty (30) consecutive work days.
9. An employee may apply in writing to the Sick Leave Bank Committee if he meets the eligibility requirements. The employee must state the nature of the illness or injury, the estimated length of absence, and the reasons in support of his request. If the employee is incapacitated, application may be made on his behalf by his spouse or guardian. The Sick Leave Bank Committee shall certify its decision to the Superintendent



and the number of recommended sick leave days. If all the days allotted are not used, they shall revert back to the Sick Leave Bank.

- a. All applications must be accompanied by a written certification of the illness or injury by a physician licensed in the area of the illness.
- b. An employee may be eligible for up to thirty (30) days of donated sick time in any given year. An employee who requires more than thirty (30) days must reapply to the Sick Leave Bank Committee for an approval of additional sick time, not to exceed thirty (30) days. Except under extreme and extenuating circumstances, requests for use of the Sick Leave Bank may not exceed two (2) thirty (30) day requests. If a request for use of Sick Leave Bank has been approved beyond the two (2) thirty (30) day periods, additional sick days may only be granted in accordance with the provisions of N.J.S.A. 18A:30-6.
- c. Applications for days from the Sick Leave Bank shall be considered based upon the following factors:
  - (1) attendance history;
  - (2) previous requests and awards from the Sick Leave Bank;
  - (3) seriousness of illness/injury;
  - (4) estimated length of illness;
  - (5) any additional reasons provided as to why the request should be granted;  
and
  - (6) the total number of days available in the Sick Leave Bank.
- d. An employee shall be limited to no more than one hundred and twenty (120) Sick Leave Bank days in a two (2) year period.
- e. Sick Leave Bank days received cannot be extended from one (1) work year to the next. In the event an employee using the Sick Leave Bank at the end of the work year is still unable to return to work at the beginning of the next work year, the employee must first use all of his leave entitlements for the new year before he may apply for additional days from the Sick Leave Bank. The maximum number of days set forth in Section 9(d) above shall still apply.
- f. The Board reserves the right to request the employee to submit supplemental medical documentation before a decision is rendered and after the request has been granted and require the employee to submit to a medical examination by the Board's physician.

10. Employees who are on extended leaves of absence for reasons other than medical will neither be required to contribute to nor be allowed to draw on the Sick Leave Bank. Upon his return, his rights and obligations will be reinstated in full.
11. Nothing in these provisions should be construed as a guarantee of a specific number of days donated to the Sick Leave Bank or the number of sick leave days that will be granted to any Association member. Neither the Association nor the Board will be held liable for the number of sick leave or personal days donated or the result of a decision on an application.
12. Any alleged abuse or misuse of the Sick Leave Bank shall be investigated by either or both parties. If the investigation results in findings of wrongdoing, the member shall repay all sick leave and personal days donated to the Sick Leave Bank, return the monies paid to the Board and be subject to such disciplinary action as deemed appropriate by the Board.
13. The Association agrees that it will not file, on its own behalf or on behalf of the Association member, any grievance, claim or lawsuit of any kind related to any request or use of any leave from the Sick Leave Bank. The Association further agrees to defend, indemnify, and hold harmless the Board, including the reimbursement of reasonable attorney's fees, from any loss or damages arising from the implementation of this provision.
14. If the Sick Leave Bank is terminated for reasons agreed upon by the Sick Leave Bank Committee, the balance remaining in the Sick Leave Bank shall be divided proportionately among the current members of the Sick Leave Bank based on the number of sick leave days each member donated. No employee shall, however, receive an amount of days in excess of the amount actually contributed by that employee.

B. Sick Leave Conversion at Retirement

Payment for accumulated sick leave upon retirement pursuant to the parties' Collective Negotiations Agreement shall be subject to the following restrictions:

- a. Days donated to the Sick Leave Bank shall not be eligible for payment
- b. Days withdrawn from the Sick Leave Bank shall be deducted from the individual's accumulated sick leave at retirement prior to calculating the payment for unused sick days and shall be donated to the Sick Leave Bank, provided that the maximum number of days in the sick bank has not been exceeded.

**ARTICLE IX**  
**EMERGENCY HELP BANK**



- A. The District shall recognize and permit members of the Sparta Education Association to donate unused, accumulated sick days to a bank for use by a survivor of any act falling under N.J.S.A. 34:11C-1, et seq. These days are for survivors of domestic violence to seek safety, medical treatment or counseling as a result of domestic violence, among other related needs, after they have exhausted all of their accumulated paid leave and any Sick Bank leave to which they may be first entitled.
- B. Any SEA member shall be eligible to participate in the Emergency Day Bank.
- C. Participation in the Emergency Leave Bank is voluntary. Each employee who joins the Emergency Day Bank shall make an initial contribution of at least one (1) sick day from his or her accumulated sick leave balance. Once contributed, sick day(s) shall not be returned, and the employee's accumulated leave balance will be reduced by the number of donated days.
- D. The Emergency Leave Bank will initially be capped at 100 days. Members shall donate one (1) day per year until the cap is reached. If the Emergency Leave Bank remains at or above the cap in any given year, donations will not be taken from participants in the following year until and unless the number of days in the Bank falls below 100. The Emergency Leave Bank may exceed 100 days only in the event that a new member joins, or more than 100 members join the bank initially. In that case, the required day will be donated and the number of days in the Bank will increase to account for the new member's donation.
- E. A member who receives days from the Emergency Leave Bank shall receive his/her regular per-diem salary for each day used, similar to the manner in which sick days are paid.
- F. The Emergency Leave Bank will be administered by an Emergency/Help Bank Administrator, to be determined by the Board of Education or designee. The individual serving in this non-stipend position will be responsible for receiving applications for leave and verifying the validity of all requests through documentation provided by the Member and verified by the SEA.
- G. An employee requesting to use the Emergency Leave Bank must first request assistance from the President of the SEA and provide information/documentation to support the request. The application will then be sent to the Bank Administrator for processing. Upon receipt of the application, the Bank Administrator will forward it to the Superintendent, who will convene a committee consisting of the SEA President, Board of Education President, and Superintendent to review the request. If the request is approved, a member will be permitted to utilize up to five (5) days from the Emergency Leave Bank for any individual request, balance permitting.
- H. All requests for days from the Bank will be kept confidential to the extent possible, but the Committee may request additional information from the employee if necessary. The decision of the Committee shall be final and is not grievable or arbitrable.
- I. In the event of an employee's separation from employment, any days previously donated to the Emergency Leave Bank shall not be compensated but shall remain credited to the Bank.

- J. The Emergency Leave Bank is completely separate and apart from the previously established Sick Leave Bank. Days donated to the Sick Leave Bank are not credited towards the Emergency Leave Bank and an employee must donate days to both Banks in order to participate in each Bank.

**ARTICLE X**  
**ABSENCE DUE TO ILLNESS OF A MEMBER**  
**OF THE EMPLOYEE'S IMMEDIATE FAMILY**

Unused personal days or unused sick days may be converted to family illness days to a maximum of three (3) days per year. Family illness leave will be granted for an illness in the immediate family. Immediate family is defined as mother, father, spouse, sister, brother, son, daughter, or any other relative living in the same household.

**ARTICLE XI**  
**BEREAVEMENT LEAVE**

- A. Absence due to a death in an employee's immediate family or household shall be allowed with pay for the required period not to exceed five (5) consecutive school days within a seven (7) calendar day period from date of death, unless otherwise permitted by the Superintendent.
- B. The term "immediate family" shall include mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, husband, wife, civil union partner, grandparents, child, and grandchild.
- C. Absence due to death of an employee's grandparent-in-law, aunt or uncle shall be allowed with pay for the required period not to exceed one (1) school day.

**ARTICLE XII**  
**PAYROLL DATES**

Employees will be paid on the fifteenth (15<sup>th</sup>) and the last day of the month. 10-month employees shall receive June payroll on the fifteen (15<sup>th</sup>) of the month and the last day teachers report, except in June if the last day teachers report falls prior to June 20<sup>th</sup>, payroll shall be issued on the 10<sup>th</sup> and the last day teachers report.

**ARTICLE XIII**  
**12-MONTH HOLIDAY SCHEDULE**

Twelve (12) month employees shall be provided the following thirteen (13) holidays as days off with pay, and will not be charged against vacation days:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day (July 4th)
6. Labor Day
7. NJEA Convention Days (2 days - Thursday and Friday)
8. Thanksgiving
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve

In the event that any of the above days fall on a Saturday, the preceding Friday may be observed as the holiday. In the event any of the above days fall on a Sunday, the following Monday may be observed as the holiday. In the event school is in session or staff are required to attend on a day designated as a holiday in the list above because of revisions in the school calendar or a required professional development day, an alternate holiday shall be scheduled by mutual agreement with the Superintendent of Schools or designee. A list of the days will be available at the start of the school year. Rosh Hashanah, Yom Kippur and/or Martin Luther King, Jr. Day may be observed as holidays at the sole discretion of the Superintendent and/or Board and these days shall not be included in the above holiday list as days off and will not be eligible for alternate holidays if staff are required to report on these days.

**ARTICLE XIV**  
**CDL DRIVING PROGRAM**

- A. The Board will enroll an interested Association member in a Commercial Driver's License (CDL) program, which provides instruction in Entry-Level Driver Training, Theory and Behind-the-Wheel training, as required by the State of New Jersey. Enrollment is voluntary.
- B. Training time and completion of the CDL program will be done on no-work time and is unpaid. However, enrollment in the CDL program will not affect any other compensation the employee receives for being a then-current District employee provided the employee continues to perform his or her duties.
- C. Enrollment in the CDL program will be at no charge to the employee and all such costs will be covered by the District, provided the employee remains employed in the District for two (2) years after completion of the training program.

- D. While enrollment in the CDL program will be at no charge, the employee will initially assume a portion of the payment for the program. The amount of \$50.00 per paycheck will be deducted to cover the initial program costs, up to a total amount of \$2,000. In the event that the employee does not subsequently work for the Board throughout the full post-program period, the employee shall reimburse the Board for all pro-rated program costs, up to a total of \$2,000.00, provided the full amount has not already been deducted by the Board. The remainder of the cost, if any, shall be billed in the form of an invoice.
- E. Upon completion of the two-year post-CDL training period, the Board will reimburse the employee the full amount of the Program costs up to \$2,000, which were paid by the employee through the payroll deduction.
- F. An employee who has obtained his or her CDL license in this manner, or any other Association member who already possesses a CLD and who is appointed to serve as a fill-in, part-time or emergency bus driver, as necessary, will serve as a part-time driver while remaining a member of his/her current Association. The employee will be paid the then-current starting hourly rate for all driver duties performed as set forth in the Agreement with ASFME Sparta Local #2294 covering District drivers and attendants.
- G. If, after having performed his or her other, non-driving duties, an employee's driving duties results in the employee working in excess of forty (40) hours per week, the employee will receive overtime pay (at time and a half the bus driver rate) for all hours over the overtime threshold that the employee works as a driver.
- H. Upon application and request to obtain a CDL, the employee will sign an agreement with the Board memorializing the terms herein, including the payment, payroll deduction and reimbursement expectations.



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## **PART B — TEACHERS**

Part B only applies to Teachers unless otherwise set forth in a specific Article or Section in this Part of the Agreement.

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### **ARTICLE I**

#### **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. In the event of changes in schedules, class and/or subject assignments, or building assignments, any teacher affected shall be notified appropriately of the transfer. Such notice shall take place as soon as reasonably possible.

### **ARTICLE II**

#### **VOLUNTARY TRANSFERS, REASSIGNMENTS AND VACANCIES**

- A. All openings for promotional positions and unit positions shall be publicized by the Superintendent in accordance with the following procedure.
1. The Superintendent shall deliver to the Association and post in all school buildings all such vacancies as they occur.
  2. No later than May 16 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of such vacancies, known at such time, which vacancies shall occur during the following school year. If said vacancy occurs subsequent to May 16 and prior to the summer recess, it shall be delivered to the Association and posted in the school buildings within ten (10) days of the knowledge of said vacancy.
  3. In the event a vacancy becomes known during the summer recess, which is to be filled prior to the start of the next school year, a notice of such vacancy will be posted on the District's website. Vacancies which occur after August 1 may be filled without posting.
  4. Posted notices shall state that applications for such vacant positions are being accepted, the position title, and the deadline for filing such applications. **All** applicants who are interviewed shall be informed in writing of the status of their application when the vacancies are filled.
- B. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than March 30. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

- C. Current employees of the Sparta System shall be given full consideration in filling such vacancies.

### **ARTICLE III**

#### **PROFESSIONAL BUSINESS**

- A. Absences to attend professional conferences, workshops, critiques, conventions, and visitation to other school districts may be allowed with full pay subject to approval by the Superintendent or his designee. For such professional business, the Board shall reimburse approved registration fees; meals and lodging in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 et seq., the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letter which may be issued by the State Office Management and Budget; and the approved IRS mileage rate or the current statutorily regulated calculation, in effect as of January 1 of each year, at a maximum of six hundred (600) miles for transportation for such professional business (unless specifically extended by the Board). Any transportation expenses in excess of the approved amount shall not be reimbursed. An itemized list of proposed expenditures shall be submitted to the Superintendent with the request for permission to use a professional day. All such requests must be submitted at least two weeks in advance of the date(s) required, but no later than three (3) days before the date of the Board meeting.

### **ARTICLE IV**

#### **LEAVES OF ABSENCE**

- A. Leaves of absence without pay may be granted for serious illness in the family or those living in the immediate household which requires the presence and care of the tenured professional employee for an extended period of time. A tenured teacher shall not receive credit for this absence on the salary guide schedule for the time spent on this leave. Upon return, the teacher will resume his appropriate place on the salary guide schedule and shall be assigned to a position comparable to that which was held at the time of the leave.
- B. Upon application and approval of the Board, a leave of absence without pay of up to one school year may be granted to a tenured teacher (maximum of one (1) leave per school year) to serve as an overseas teacher.
- C. Upon application and approval of the Board, a leave of absence without loss of pay (base salary) of up to one (1) school year may be granted to a tenured teacher (maximum of one (1) leave per school year) who is accepted as an exchange teacher under a government sponsored program acceptable to the Board, when the exchange provides a replacement teacher acceptable to the Board (without any additional cost to the Board). In addition, to be eligible, a teacher must agree to return to the district for a minimum of two (2) years, upon completion of the leave.
- D. Upon application and approval of the Board, an unpaid leave of absence of up to two (2) years for personal reasons may be granted to a tenured teacher, having ten (10) years of service in the district. Unpaid personal leaves may be granted to a maximum of three (3) certified teachers per year.



Requests for unpaid personal leave must be received by the Superintendent in writing no later than March 15 and action must be taken on all such requests no later than April 30. The Board of Education's decision shall be based upon its judgment as to the impact that the leave will have upon the educational program.

- E. All employee benefits, including medical benefits, sick leave, tuition reimbursement, seniority, advancement on the salary guide, etc., shall be suspended during unpaid personal leave. No credit for salary guide advancement or seniority shall be granted for the period of the leave and such credit shall not accrue upon return to the district. Upon return, the teacher shall be placed in a position comparable to the one he held at the time the leave commenced, subject to the needs of the district.
- F. Maternity/Paternity Leave
1. A teacher who is pregnant shall notify the principal or Superintendent so that plans for her replacement, if and when necessary, may be made. A teacher who becomes pregnant may remain in her position so long as her condition does not interfere with the efficient and thorough performance of her duties. The Board of Education shall not remove any teacher from her duties on the grounds that her condition prevents her from performing her responsibilities in an efficient and thorough manner unless the teacher cannot produce, at the request of the Board, a written certification from her physician that she is physically capable of performing her responsibilities in an efficient and thorough manner.
  2. A tenured teacher may request a maternity leave of absence due to pregnancy no later than one (1) month before the date of the leave of absence. The request shall be accompanied by a certification of the anticipated date of delivery which shall be provided by the employee's physician.
  3. Upon request, an unpaid maternity leave of absence shall be granted for the remainder of the school year. A request to extend the maternity leave of absence for the following year may be submitted to the Superintendent no later than April 30th. The request for an unpaid maternity leave of absence for an additional school year shall be granted. The employee shall not be permitted to return during the additional school year unless the Superintendent determines, within his exclusive discretion, that the continuity of instruction would not be adversely affected by the teacher returning at the beginning of a specific marking period. Under no circumstance shall a teacher be permitted to take a consecutive maternity leave of absence for the birth or adoption of another child in accordance with the provisions of this Article during the school year she returns from the maternity leave of absence previously granted. Nothing contained herein shall affect a teacher's right to a leave of absence under federal and state law if otherwise eligible for such a leave of absence.
  4. The period of absence for maternity/paternity leave shall not constitute equivalent experience for salary purposes. The teacher returning from maternity/paternity leave shall be placed on the appropriate step on the salary guide in accordance with his experience and degree level.

5. Nothing contained herein shall be interpreted to require the Board of Education to grant a maternity/paternity leave of absence to non-tenured teachers or to require the Board to offer a new contract for a new school year to any non-tenured teacher granted a maternity/paternity leave of absence.
6. The above leave shall apply to males. A child rearing leave shall also be subject to paternal leave.

D. Guide Movement

Movement on the salary guide is contingent upon the teacher working one-half (1/2) of the contractual work year plus one (1) day during the school year. Paid days of absence shall be included in the calculation of the days worked.

**ARTICLE V**  
**SABBATICAL LEAVE**

- A. Sabbatical leave may be granted by the Board to teachers in the unit for study or for other reasons which the Board deems may benefit the school district and pupils.
- B. The selection and criteria for selection of teachers for sabbatical leave shall be vested solely with the Board. The Board is not required to grant any sabbatical leave in any given year. The length of sabbatical leave and the rate of pay for a teacher on sabbatical leave shall be solely determined by the Board.
- C. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of their absence unless the teacher failed to achieve his sabbatical goal.
- D. The employee is expected to return to service in the District for not less than two (2) years upon completion of the leave.
- E. Applicants for a sabbatical leave must submit a detailed written request to the Superintendent by March 1st. The Board will notify the applicant for a sabbatical leave of their acceptance or rejection by May 1st.



**ARTICLE VI**  
**TEACHER WORKLOAD**

- A. In order that elementary teachers may have adequate time available for parent/teacher conferences, four (4) school days will be reduced to four (4) hours of pupil contact time. All teachers are to make themselves available to parents during a scheduled conference period.
- B. Teachers shall be available on an appointment basis to see parents on one (1) evening of the days of parent/teacher conferences.
- C. All high school and middle school teachers shall be required to attend their respective school's graduation ceremony each year.
- D. This section shall not apply at the high school when a four (4) day alternating drop schedule has been implemented. Instead, Section DD shall apply.
  - 1. A teacher's classroom workload at the middle school and high school shall not exceed 1125 minutes per week. A "classroom" or "teaching assignment" is defined as an academic environment (including scheduled academic assistance) which the staff member is assigned. It does not include homeroom and duty assignments such as study halls, cafeteria, bus or hall duties.
  - 2. In the event a teacher's classroom workload exceeds 1125 minutes per week, that teacher will receive a stipend for the additional classroom workload in accordance with the provisions of Section E of this Article. If the Board implements a forty-two (42) minute schedule at the High School and/or a forty (40) minute schedule at the Middle School, the teacher assigned a sixth period in an eligible department shall receive an additional stipend of one-fifth (1/5) of current guide salary for Step A of the BA column on the Teachers' Salary Guides in Appendix A, for assignment for the full academic year.
  - 3. A teacher's classroom workload plus homeroom and all additional duty assignments shall not exceed 1350 minutes per week. All teachers, regardless of department, teaching more than 1125 minutes shall be excluded from duty assignments. The middle school schedule shall include time allotted specifically for team meetings and planning which shall not be included in the classroom workload defined in this Article.
  - 4. If not specifically defined in the contract, a "period" shall be defined as an interval of time equal to the prevailing academic period length in that building.
  - 5. No teacher shall be assigned more than three classes in a row unless he is assigned to teach more than 1125 minutes per week.
  - 6. The administration reserves the right to change and/or modify the number, order and length of periods as long as they do not exceed the parameters set forth in this contract.

Any changes or modifications to the daily schedule at the middle school and high school shall be discussed with the staff at the affected school no later than May 31<sup>st</sup>.

DD. This section shall apply at the high school when a four (4) day alternating drop schedule has been implemented.

1. A teacher's classroom workload at the high school shall not exceed 900 minutes per four (4) day cycle. A "classroom" or "teaching assignment" is defined as an academic environment (including scheduled academic assistance) which the staff member is assigned. It does not include homeroom and duty assignments such as study halls, cafeteria, bus or hall duties.
2. In the event a teacher's classroom workload exceeds 900 minutes per four (4) day cycle, that teacher will receive a stipend for the additional classroom workload in accordance with the following provision:

901-910	25%
911-966	50%
967-1022	75%
1023- 1078	100%

For the science teachers only, a stipend for additional classroom workload shall be paid in accordance with the following provision:

Six (6) five (5) credit classes	100%
Four (4) six (6) credit classes and one (1) five (5) credit classes	75%
Three (3) six (6) credit classes and two (2) five (5) credit classes	75%
Two (2) six (6) credit classes and three (3) five (5) credit classes	50%

The stipend shall be calculated in accordance with the provisions of Section E, 6 of this Article, except for the number of minutes to determine eligibility for the stipend contained therein.

3. Teachers in the following departments are not eligible for the stipend at the high school:
  - a. Instrumental Music
4. If the Board reverts back to a five (5) day schedule, the teacher's classroom workload at the high school shall not *exceed* 1125 minutes per five (5) day cycle.

5. A teacher's classroom workload plus homeroom and all additional duty assignments shall not exceed 1350 minutes per week. All teachers, regardless of department, teaching more than 900 minutes per four (4) day cycle shall be excluded from duty assignment.
6. If not specifically defined in the contract, a "period" shall be defined as an interval of time equal to the prevailing academic period length in that building.
7. No teacher shall be assigned more than three classes in a row unless he is assigned to teach more than 900 minutes per four (4) day cycle.
8. The administration reserves the right to change and/or modify the number, order and length of periods as long as they do not exceed the parameters set forth in this contract.

E. High school and middle school teachers who meet the following criteria shall receive the following stipend for additional classroom workload:

1. A high school or middle school teacher, except as excluded hereinafter, will receive additional compensation when the teacher's classroom workload exceeds 1125 minutes per week.
2. A High School teaching assignment which totals more than 1125 minutes but less than 1350 minutes per week, will not render the teacher eligible for the stipend unless the assignment is in one of the following departments:

High School

Art  
World Language  
Vocal Music  
English  
History/Social Studies  
Math  
Physical Education/Health  
Technology, Consumer Science and Career  
Science  
Special Education

3. A middle school teaching assignment which totals more than 1125 minutes but less than 1350 minutes per week will not render the teacher eligible for the stipend unless the assignment is in one of the following departments:

Middle School

English/Language Arts  
Science



History/Social Studies  
Math  
World Language  
Special Education

4. Teachers listed in those departments under High School (No. 2) and Middle School (No. 3) will be entitled to a prorated stipend for regular assignments exceeding 1,125 minutes but less than 1,350 minutes per full school week in accordance with the following schedule:

Minutes	Percent of Stipend
1,126 – 1,170	20%
1,171 – 1,215	40%
1,216 – 1,260	60%
1,261 – 1,305	80%
1,306 – 1,350+	100%

5. Unless otherwise specifically addressed in this Section E, teachers in the following departments are not eligible for the stipend provided under this Section:

High School  
Instrumental Music

Middle School  
Music  
Science, Technology, Engineering  
and Mathematics (“STEM”)  
Art  
Modern Living  
Physical Education/Health  
Education

6. Teachers who meet the eligibility criteria of this Section E will receive for a 1350 minutes per week assignment an additional stipend of one-fifth (1/5) of the current guide salary for Step A of the BA column on the Teachers' Salary Guides in Appendix A, for assignment for the full academic year. Teachers who are assigned a compensation eligible 1350 minutes per week assignment as defined above, but for less than a full academic year (and/or for less than 1350 minutes per week in the case of a teacher eligible for a prorated stipend), will receive a prorated stipend.
7. For Non-Special Education Teachers – Assignment of a 1350 minutes per week classroom workload as defined above shall be limited to two (2) teachers in each endorsement per school year. Assignment will be made on a rotating basis each school year to teachers volunteering for the additional assignment; provided, however, it is understood that the Board has the managerial prerogative to assign the additional class to staff members in the event an insufficient number of teachers volunteer for the assignments.

8. For Special Education Teachers – Assignment of a 1350 minutes per week classroom workload as defined above will be made at the discretion of the Administration.
  9. Special Education teachers at the middle school or high school who are assigned to teach exclusively in resource rooms or exclusively in self-contained classrooms shall be eligible for the compensation provided for in Paragraph 6.
- F. All teachers shall be required to attend at least one (1) back to school night, when applicable to their assignment.
- G. All teachers may be required to attend two (2) additional evening meetings or activities generated by the Board or the administration a year, provided the meetings or activities pertain to the teacher's subject area or grade level, parent academies, concerts or play. This shall not include meetings or activities where the teacher otherwise receives compensation for participating in the meetings or activities. In the event that a teacher attends more than one (1) back to school night, the additional back to school night(s) shall count towards this contractual obligation. Volunteers for evening meetings or activities shall be considered before making assignments, when the administration deems it practical. In the absence of volunteers, special area teachers who otherwise have evening responsibilities as part of their duties shall not be assigned to concerts or plays.
- H. Mentors:
1. All vacancies for mentoring positions shall be posted as early as the district is aware of its needs. The posting shall include the qualifications for the position.
  2. No teacher shall serve as a mentor unless employed by the Board at least three (3) years.
  3. Novice teachers shall pay directly to the mentors, \$550 for regular certification and \$1,000 for alternate route certification, or the then-current State-designated mentor fee, upon satisfactory completion of the mentor services. The novice teacher shall sign an agreement to pay the mentor teacher prior to commencement of the services.
- I. Elementary Teachers

An elementary teacher's classroom workload plus homeroom and all additional duty assignments including movement between classes at the elementary level shall not exceed 1,625 minutes per week of student contact time, except for extenuating circumstances of the school calendar, such as if Saturday classes are necessary. Should inclement weather or other unforeseen conditions require indoor recess to occur within any given week, the above defined workload shall not exceed 1,670 minutes during such week.

#### **ARTICLE VII** **PREPARATION PERIODS**

- A. All classroom teachers shall be provided with a minimum of one (1) preparation period a day.

- B. Librarians shall be provided with daily time for preparation. Such time will be determined by the building principal.
- C. Teachers may be required to attend duly convened I&RS meetings, evaluation planning meetings, eligibility conferences, IEP meetings and 504 meetings during their preparation periods without any additional compensation except for elementary classroom teachers who shall be compensated at the rate of \$40.00 per period. In addition, teachers may be required to attend other meetings with administrators, teachers, and/or parents during their preparation period without additional compensation; provided, however, that the teacher receives no less than five (5) unassigned preparation periods per week.

## **ARTICLE VIII**

### **PROFESSIONAL RIGHTS**

- A. No derogatory records shall be placed in a teacher's file without first being discussed with the teacher. The teacher shall sign the documents indicating that he has read the item of record. The teacher 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.
- B. A teacher shall have the right upon request to review his personnel file.
- C. 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 teacher's inspection.

## **ARTICLE IX**

### **ASSOCIATION RIGHTS AND ASSOCIATION PRESIDENT**

#### A. Association Rights

Representatives of the Association may be permitted to use school buildings and transact official Association business, provided that this shall not interfere or interrupt normal school operations and prior approval is obtained from the building administrator. The Association shall have the right to use the school mailboxes and the District's central mail delivery services for communication with Board employees only.

#### B. Association President

The President of the Association may be released on a non-paid leave of absence during his tenure of office. Such leave will count as service credit upon his return to regular duties except in the case of a non-tenured teacher.

- C. The Association President shall be relieved of non-teaching duties during his tenure in



office. Whenever possible, lunch, preparation period, and non-teaching duty times shall be scheduled consecutively.

## **ARTICLE X** **CONTRACTS**

- A. All contracts for teachers shall be distributed by May 15<sup>th</sup> of each school year for employment during the following school year. If salaries have not been negotiated by the parties, the salaries set forth in the contract shall be subject to adjustment after the salary guides have been agreed upon by the parties.

## **ARTICLE XI** **PAYROLL DEDUCTION PLANS**

- A. At the time of contract issuance, each teacher shall be informed in writing that the following payroll deduction plans are available:
1. Savings through Tri-Co
  2. Credit Union Deductions
  3. Tax Sheltered Annuities/Investments in accordance with Federal Regulations regarding 403B and 457.
- B. The Board of Education shall conduct a new teacher orientation at the beginning of the school year. During the orientation, the Board shall provide a copy of the collective negotiations agreement between the Sparta Education Association and the Sparta Board of Education and present information on the following:
1. Health Benefits
  2. Contributory Insurance
  3. Unemployment Insurance
  4. Pension Benefits
  5. Disability
  6. Payroll Deduction Plans
  7. Any other Payroll Deductions

Teachers hired during any school year shall be invited to attend the following year's orientation.

## **ARTICLE XII** **BOARD POLICIES**

- A. As new policies are created by the Board, these policies shall be distributed and reviewed by each building principal at the next building faculty meeting following the implementation of the policy or as soon thereafter as possible.

### **ARTICLE XIII** **RIGHTS OF THE PARTIES**

- A. The Board of Education, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations: (a) to direct employees of the school districts; (b) to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge, or take disciplinary action against employees; (c) to relieve employees from duties because of a lack of work or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted, and to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.
- B. No professional shall be disciplined without just cause. Any such actions shall be subject to the grievance procedure.
- C. Participation by any member of the negotiation unit in a strike or a refusal to perform duties for which he is under contract, shall be just cause for disciplinary action.
- D. It is understood by the parties that negotiations can best be conducted without the use of pressure tactics or any practice within the term sanctions.

### **ARTICLE XIV** **SEPARABILITY**

- A. 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 XV**  
**DISTRIBUTION OF AGREEMENT**

- A. The Board shall provide a complete copy of this Agreement to each teacher within one month of the successful completion of the Agreement. The type and format will be determined by the Association with costs to be shared equally between the Board and the Association.

**ARTICLE XVI**  
**GRADUATE CREDITS**

- A. Courses and degree programs must be approved prior to taking such courses and degree programs etc., by the Superintendent or his designee in order to receive credit and/or reimbursement. The Superintendent and the Assistant Superintendent of Curriculum shall review those applications in question for courses, degree programs, to determine credit approval.
- B. Workshops, meetings, conferences, etc., attended during school hours, may be reimbursed for expenses, and release time provided, but no credit shall be given. Reimbursement for expenses shall be in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 et seq., the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letter which may be issued by the State Office Management and Budget.
- C. Teachers shall be responsible for maintaining a record of all credits or parts thereof. Teachers shall submit appropriate records to verify all credits for movement on the salary guide. Submissions will be in whole numbers and not fractions thereof. In order for the credits for graduate courses to count for purposes of salary guide column movement, the credits must be related to the teacher's assignment unless otherwise approved in advance by the Superintendent. All teachers who have completed approved degree programs will be ensured appropriate movement (Masters or PhD) on the guide, including instances in which some program requirement classes were not eligible for reimbursement. Credits for graduate courses taken for purposes of obtaining initial teaching certification and, for teachers who commence employment in the Sparta School District on or after September 1, 2004, credits for courses taken prior to obtaining a degree, will not be counted for purposes of salary guide column movement.
- D. Movement from one column to another column on the Salary Guide shall occur twice per year on October 1st and March 1st. To be eligible, college transcripts must be submitted to the business office no later than September 30th and the last day in February respectively.
- E. For the term of this contract, provided the graduate course is related to the teacher's current or future job responsibilities, the Board will pay the cost of graduate credits at the prevailing tuition rates as reflected by the following four (4) colleges/universities:

New Jersey City University  
Montclair State University  
William Paterson University  
Rutgers University



- F. The per credit rate for credits earned at colleges or universities not listed will be at the actual tuition rate but no more than the prevailing per credit rate for the highest New Jersey State College/University listed above. The total number of credits for full time staff members is not to exceed nine per year. The total number of credits for part time staff members shall not exceed four per year. Staff members may not receive reimbursement for credits earned if they have received tuition scholarship aid from other sources which equals or exceeds tuition. If aid does not equal the prevailing state college/university rate, upon submitting written documentation of aid received, reimbursement will be the difference. Requests for reimbursement shall be submitted to the Superintendent for his review and approval. Teachers employed as long-term substitutes shall not be eligible for tuition reimbursement. The maximum amount of tuition reimbursement payable to teachers in accordance with this section is \$185,000. One-half of this amount will be available for reimbursement for the period July 1<sup>st</sup> through December 31<sup>st</sup>, and one-half will be available for reimbursement for the period January 1<sup>st</sup> through June 30<sup>th</sup>. Funds not used during the July 1<sup>st</sup> – December 31<sup>st</sup> period will be carried over to the second reimbursement period (for example, if \$50,000 of the available \$92,500 of tuition reimbursement is used from July 1<sup>st</sup> through December 31<sup>st</sup>, the remaining \$42,500 will be available for use in the second reimbursement period, up to the maximum total amount). If funds remain after the second reimbursement period is paid and there are unfilled claims from the first reimbursement period due to having exceeded the pro-rated amount for that period, reimbursement will be provided to those eligible individuals, up to the full amount, on an equitable basis. Proof of per credit tuition and transcript shall be provided to the superintendent or his designee no later than December 31<sup>st</sup> for the first reimbursement period and June 30<sup>th</sup> for the second reimbursement period. In the event that the total requests for tuition reimbursement exceeds the maximum amount in either reimbursement period, tuition reimbursement shall be provided on a prorated basis.
- G. Graduate courses must be completed satisfactorily with a grade of 'B' or better for reimbursement where applicable. The original grade report shall be submitted and a copy shall be made by the Superintendent's office.
- H. In accordance with NJ State Guidelines, professional development (twenty (20) hours per school year) is required.
- I. In order to be and remain eligible for reimbursement, a teacher must remain employed in the District for two (2) years after receiving reimbursement. A teacher who voluntarily leaves the District during the first year after completion of the course will reimburse the District 100% of the cost of the tuition, and 50% if the teacher voluntarily leaves the District during the second year after completion of the course.
- J. The Board will provide an online accounting of the tuition fund balance to staff members in the online portal. In the alternative, or if an online accounting is not possible, the Board will provide notice to the President of the SEA of the tuition reimbursement fund balance in December and April of each school year or upon request.

**ARTICLE XVII**  
**EXTRA PAY**

- A. Teachers participating in environmental education experience or any overnight school sponsored activity shall be paid \$80.00. Payment is subject to the prior approval of the Superintendent.
- B. Any unit member who serves on the curriculum writing subcommittee during non-school hours shall receive \$40.00 per hour. This rate shall apply to summer curriculum work as well.
- C. Teachers who serve as bedside tutors or provide home instruction services shall be compensated at the rate of \$50.00 per hour.
- D. The rate for teaching staff development courses will be \$60.00 per hour.
- E. Teachers who perform detention duty at the high school or middle school shall be paid \$35.00 for a one-hour session and \$50.00 for a two-hour session. Saturday detention shall be paid at the rate of one hundred thirty dollars (\$130.00) for a three (3) hour session.
- F. Staff members required to work beyond contractual hours to complete Risk Assessments, Crisis Evaluations and related duties shall be compensated at the rate of \$45.00 per hour with the approval of the direct supervisor.

### **ARTICLE XIX** **SICK LEAVE**

- A. Previously accumulated unused sick leave up to a maximum of twenty-four (24) days shall be restored to all formerly employed teachers upon their re-employment in the District.
- B. Sick days will be granted under the following formula: For each year of service from the first through ten years, ten days; 11th year - 11 days; 12th year - 12 days; 13th year - 13 days; 14th year - 14 days; 15th year - 15 days; 16 years and beyond - 15 days.
- C. Upon retirement (to collect pension) after fifteen (15) or more years of service in the district, a teacher shall be compensated with a lump sum payment for unused sick leave according to the following:

Days 1 - 50		\$ 25 per day
Days 51 - 99	=	\$ 45 per day
Days 100 - 199	=	\$ 55 per day
For each day over 199	=	\$ 65 per day

The maximum amount under this provision shall be \$15,000 per teacher. Any lump sum contribution shall not be considered a part of the contract salary for retirement purposes. Notice of retirement must be provided by the teacher at least three (3) months prior to its effective date. To receive payment pursuant to this Article, notice of retirement must be provided by the teacher at least three (3) months prior to its effective date and the teacher shall retire at the end of the school year unless there are unexpected extenuating circumstances or the Board consents to an earlier separation date.



- D. Notwithstanding any provision in Article XIX, Section C of this Agreement to the contrary:
1. No employee shall have the option to receive direct monetary reimbursement for any accumulated sick leave upon, or prior to, retirement from the District.
  2. The Board shall make certain non-salary reduction contributions to an available tax-sheltered annuity under section 403(b) of the Internal Revenue Code for certain employees upon retirement from the District in accordance with the formula set forth in Article XIX, Section C of this Agreement.
  3. Any non-elective, non-salary reduction contributions made pursuant to Article XIX, Section D, Paragraph 2 of this Agreement shall be further limited by the applicable annual limit(s) to such contributions as established by the Internal Revenue Service, and shall be subject to any applicable State tax at the source of payment.
  4. The schedule of any non-elective, non-salary reduction contributions made pursuant to Article XIX, Section D, Paragraph 2 of this Agreement shall be determined by the Board at the time of the employee's retirement from the District, but in no event shall such contribution schedule exceed five (5) years from the date of the employee's retirement from the District.

## **ARTICLE XX**

### **PERSONAL BUSINESS**

- A. Each year, the Board of Education will grant three (3) days for compelling personal reasons with full pay upon application to and approval by the Superintendent, or his designee. Unused personal days shall be added to the previously accumulated sick leave for the following year, "Necessary personal day" is construed to mean that such business is essential and will require the presence of the employee on a day school is in session.
- B. Since the application requires approval by the Superintendent or his designee, 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 an "emergency" nature in the context of this policy should be submitted to the Superintendent.
- C. Should the request be denied approval by the Superintendent or his designee, written reason will be returned to the requestor.
- D. At least forty-eight (48) hours advance notice of the need for a personal day will be provided, except in cases of emergency.

## **ARTICLE XXI**

### **LENGTH OF SCHOOL YEAR**



- A. The length of the school year shall be 184 days. The year shall include 180 student contact days, one (1) orientation day, three (3) in-service days, a four (4) hour pupil contact day before Thanksgiving and a four (4) hour last day of school. (No teacher check-out day). Newly hired teachers shall be required to work two (2) additional day for orientation purposes.

## **ARTICLE XXII**

### **LENGTH OF TEACHER DAY**

- A. The length of the teacher day shall not exceed 7 hours and 15 minutes duration, except on those days when teachers are required to attend meetings and conferences as set forth in Articles VI and XXIV.
- B. A flex schedule is defined as a schedule that may begin within forty-five (45) minutes of or end forty-five (45) minutes after the building's schedule. The length of the teacher's day will be defined in Article XXII. Any teacher may volunteer for a flex schedule when there is a need in the District; however, the high school media specialist may be assigned a flex schedule for the length of this Agreement.
- C. For teachers at the elementary schools, the work day shall end "after the last bus has left the school", whenever there is a four (4) hour pupil contact day.

## **ARTICLE XXIII**

### **TEACHER LUNCH PERIOD**

- A. Each teacher shall receive a duty-free lunch period of not less than thirty (30) minutes except in a school where the lunch period for pupils is less than thirty (30) minutes, in which case the duty free lunch period shall not be less than the lunch period time allowed for pupils. Elementary teachers' lunch shall be a minimum of twenty-five (25) minutes a day.
- B. Lunch periods shall be continuous and uninterrupted and shall not include time necessary for the teacher to move the class to and from the cafeteria area.

**ARTICLE XXIV**  
**TEACHER MEETINGS**

- A. Each teacher shall be required to attend a total of not more than twenty-eight (28) faculty, grade level or departmental meetings during the school year. Normally, such meetings shall not exceed one hour in duration. Notice of the faculty meetings for the school year shall be provided in September. Notice of grade level or departmental meetings shall be provided on a monthly basis except where there is an unforeseen need for a meeting. In cases of emergency, as determined by the principal or Superintendent, concerning such matters as the health or safety of students and professional personnel, additional meetings may be required. Unless excused by the Principal or Superintendent, attendance at all scheduled meetings shall be mandatory.

B. Faculty Advisory Meetings

Each school shall have monthly faculty advisory meetings to discuss non-contractual issues which shall last no more than thirty (30) minutes. All teachers from the school shall be eligible to attend. Attendance shall be voluntary. The principal or his designee shall act as chairperson of this meeting and approve the minutes of the meeting. The minutes of the meeting shall be posted within one (1) week of the date of the meeting, if practicable.

**ARTICLE XXV**  
**SUBSTITUTES**

- A. Substitute teachers will normally be employed to cover the absence of a teacher; however, regular teachers may be used to cover classes at the discretion of the principal in cases of emergency as determined by the principal. In the event that district teachers are used to cover classes, the assignment will be made equitably. If a teacher is required to cover a class during a preparation period, a middle school team planning period or for more than one (1) professional period a week, he shall be compensated at the rate of \$40.00 for each such coverage.

**ARTICLE XXVI**  
**REPRESENTATION FEE**

A. Purpose of Fee

If an employee who is eligible to become a member does not become a member of the Sparta Education Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

3. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability, including the reimbursement of reasonable attorney fees, which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. If the Association so requests, in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.



2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

**ARTICLE XXVII**  
**SALARIES AND EXTRA PAY**

- A. Salaries and extra pay for the school year shall be paid in accordance with the attached guides:

Appendix A - Teachers' Salary Guide  
Appendix B - Co-Curricular Stipend Guides  
Appendix C - Coaches' Stipend Guide

- B. Effective July 1, 2025, total salaries will increase as follows:

2025-2026 – 3.0%  
2026-2027 – 3.0%  
2027-2028 – 3.2%  
2028-2029 – 3.4%

- C. Compensation Distribution

1. All extra pay compensation (except those listed in Appendices B and C) shall be submitted no later than thirty (30) days after the services were rendered and, if timely submitted, shall be paid no more than forty-five (45) days after the appropriate documentation has been submitted.
2. Stipends Payment Information  
  
The stipends in Appendix B shall be paid no later than November 30th for fall activities, February 28th for winter activities and May 30th for spring activities.
3. Full year co-curricular stipend shall be paid fifty percent (50%) of the stipend two (2) times a year no later than November 30th or May 30th, Half year stipends shall be paid in full no later than November 30th or May 30th, whichever is applicable.
4. All ten (10) month employees shall have the option to receive their salary distributed bi-monthly over a twelve (12) month time period.
5. The stipends in Appendix C will be paid no later than December 15<sup>th</sup> for fall sports, March 15<sup>th</sup> for winter sports, June 15<sup>th</sup> for spring sports and August 30<sup>th</sup> for summer

weight training. It is expected that if a season continues beyond those dates, the employee will work the entire season even if the stipend is paid.

D. Stipend

The lead school nurse shall receive an annual stipend of three thousand seven hundred and fifty dollars (\$3,750.00).

**ARTICLE XXVIII**  
**STUDENT ASSISTANT COORDINATOR POSITION (SAC)**

A. Work Year

1. The SAC's work year is twelve (12) months.
2. During the summer, the SAC will have the option of working 7:30 am\_ — 3:30 p.m. four (4) days per week. The SAC will be able to work these flex hours as long as personnel are in the building to allow it to remain open five (5) days per week.

B. Vacations

1. The SAC shall be entitled to twenty-two (22) vacation days each year based on a twelve (12) month work year. The scheduling of the vacation days, or portions thereof, shall be at the direction of the SAC, with approval of the superintendent or the superintendent's designee.
2. After the tenth (10th) year of employment in the District as a SAC, two (2) additional vacation days per year will be added to total a maximum of twenty-four (24) days per year.
3. The SAC may carry over ten (10) unused vacation days for any one-year period.

E. Sick Leave

1. The SAC shall be entitled to twelve (12) cumulative sick days per year based on a twelve (12) month work year.

F. Salary

1. The SAC's salary shall be based upon the step of the teacher's salary guide agreed upon by the Board and SAC at the time of employment, regardless of experience, plus a stipend of \$12,000.00.
2. The SAC will be paid twice a month for twelve (12) months.

- G. All other provisions of the Agreement that apply to teachers which are not addressed in this Article shall apply to the SAC position.

## **ARTICLE XXIX**

### **ATHLETIC TRAINER**

A. Work Year

1. The athletic trainer's work year is twelve (12) months.
2. During the summer, the athletic trainer will have the option of working 7:30 a.m. — 3:30 p.m. four (4) days per week. The athletic trainer will be able to work these flex hours with the prior approval of the athletic director.

B. Vacations

1. The athletic trainer shall be entitled to twenty-two (22) vacation days each year based on a twelve (12) month work year. The scheduling of the vacation days, or portions thereof, shall be at the direction of the athletic trainer, with approval of the superintendent or the superintendent's designee.
2. After the tenth (10th) year of employment in the District as the athletic trainer, two (2) additional vacation days per year will be added to total a maximum of twenty-four (24) days per year.
3. The athletic trainer may carry over ten (10) unused vacation days for any one-year period.

C. Sick Leave

1. The athletic trainer shall be entitled to twelve (12) cumulative sick days per year based on a twelve (12) month work year.

D. Salary

1. The athletic trainer's salary shall be based upon the step of the teacher's salary guide agreed upon by the Board and the athletic trainer at the time of employment, regardless of experience, plus a stipend of \$12,000.00.
2. The athletic trainer will be paid twice a month for twelve (12) months.

- E. All other provisions of the Agreement that apply to teachers which are not addressed in this Article shall apply to the athletic trainer position.



**ARTICLE XXX**  
**AGREEMENT**

- A. The Articles of this Agreement shall constitute its entire agreement herein and shall be effective for the 2025-2026, 2026-2027, 2027-2028 and 2028-2029 school years, commencing on July 1, 2025 and terminating on June 30, 2029, except where it is specified otherwise.
- B. This Contract may be amended only with the written agreement of the parties.

## **APPENDIX A**

### **TEACHERS' SALARY GUIDE**

1. Guidance personnel on twelve-month contracts shall be paid on the appropriate step of the teachers' salary guide plus 10% per month for each of the two additional months, or a total of 20% more.
2. Teachers whose fifteenth anniversary date in the Sparta School District falls between September 1' and January 30th shall begin to receive longevity in September of that year. Teachers whose fifteenth anniversary date falls between February 1st and June 30<sup>th</sup> shall begin to receive longevity in September of the next school year.
3. To be eligible for longevity, an employee must have continuous service in the District. A voluntary break in service in the District will reset the longevity accrual (e.g., a return to employment after resignation or otherwise leaving the District for an extended term of one year or more. This shall not include approved maternity, FMLA or NJFLA leave).

## 2025-2026 Sparta Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PHD
1	\$66,326	\$67,376	\$68,426	\$71,576	\$73,676	\$75,776	\$77,876	\$79,976	\$82,076	\$85,226
2	\$67,076	\$68,126	\$69,176	\$72,326	\$74,426	\$76,526	\$78,626	\$80,726	\$82,826	\$85,976
3	\$67,826	\$68,876	\$69,926	\$73,076	\$75,176	\$77,276	\$79,376	\$81,476	\$83,576	\$86,726
4	\$68,576	\$69,626	\$70,676	\$73,826	\$75,926	\$78,026	\$80,126	\$82,226	\$84,326	\$87,476
5	\$69,326	\$70,376	\$71,426	\$74,576	\$76,676	\$78,776	\$80,876	\$82,976	\$85,076	\$88,226
6	\$71,076	\$72,126	\$73,176	\$76,326	\$78,426	\$80,526	\$82,626	\$84,726	\$86,826	\$89,976
7	\$73,076	\$74,126	\$75,176	\$78,326	\$80,426	\$82,526	\$84,626	\$86,726	\$88,826	\$91,976
8	\$75,676	\$76,726	\$77,776	\$80,926	\$83,026	\$85,126	\$87,226	\$89,326	\$91,426	\$94,576
9	\$78,326	\$79,376	\$80,426	\$83,576	\$85,676	\$87,776	\$89,876	\$91,976	\$94,076	\$97,226
10	\$81,026	\$82,076	\$83,126	\$86,276	\$88,376	\$90,476	\$92,576	\$94,676	\$96,776	\$99,926
11	\$83,776	\$84,826	\$85,876	\$89,026	\$91,126	\$93,226	\$95,326	\$97,426	\$99,526	\$102,676
12	\$86,576	\$87,626	\$88,676	\$91,826	\$93,926	\$96,026	\$98,126	\$100,226	\$102,326	\$105,476
13	\$89,426	\$90,476	\$91,526	\$94,676	\$96,776	\$98,876	\$100,976	\$103,076	\$105,176	\$108,326
14	\$92,326	\$93,376	\$94,426	\$97,576	\$99,676	\$101,776	\$103,876	\$105,976	\$108,076	\$111,226
15	\$95,276	\$96,326	\$97,376	\$100,526	\$102,626	\$104,726	\$106,826	\$108,926	\$111,026	\$114,176

## 2026-2027 Sparta Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PHD
1	\$67,734	\$68,784	\$69,834	\$72,984	\$75,084	\$77,184	\$79,284	\$81,384	\$83,484	\$86,634
2	\$68,484	\$69,534	\$70,584	\$73,734	\$75,834	\$77,934	\$80,034	\$82,134	\$84,234	\$87,384
3	\$69,234	\$70,284	\$71,334	\$74,484	\$76,584	\$78,684	\$80,784	\$82,884	\$84,984	\$88,134
4	\$69,984	\$71,034	\$72,084	\$75,234	\$77,334	\$79,434	\$81,534	\$83,634	\$85,734	\$88,884
5	\$70,734	\$71,784	\$72,834	\$75,984	\$78,084	\$80,184	\$82,284	\$84,384	\$86,484	\$89,634
6	\$72,484	\$73,534	\$74,584	\$77,734	\$79,834	\$81,934	\$84,034	\$86,134	\$88,234	\$91,384
7	\$74,484	\$75,534	\$76,584	\$79,734	\$81,834	\$83,934	\$86,034	\$88,134	\$90,234	\$93,384
8	\$77,084	\$78,134	\$79,184	\$82,334	\$84,434	\$86,534	\$88,634	\$90,734	\$92,834	\$95,984
9	\$79,734	\$80,784	\$81,834	\$84,984	\$87,084	\$89,184	\$91,284	\$93,384	\$95,484	\$98,634
10	\$82,434	\$83,484	\$84,534	\$87,684	\$89,784	\$91,884	\$93,984	\$96,084	\$98,184	\$101,334
11	\$85,184	\$86,234	\$87,284	\$90,434	\$92,534	\$94,634	\$96,734	\$98,834	\$100,934	\$104,084
12	\$87,984	\$89,034	\$90,084	\$93,234	\$95,334	\$97,434	\$99,534	\$101,634	\$103,734	\$106,884
13	\$90,834	\$91,884	\$92,934	\$96,084	\$98,184	\$100,284	\$102,384	\$104,484	\$106,584	\$109,734
14	\$93,734	\$94,784	\$95,834	\$98,984	\$101,084	\$103,184	\$105,284	\$107,384	\$109,484	\$112,634
15	\$96,684	\$97,734	\$98,784	\$101,934	\$104,034	\$106,134	\$108,234	\$110,334	\$112,434	\$115,584



### 2027-2028 Sparta Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PHD
1	\$69,627	\$70,677	\$71,727	\$74,877	\$76,977	\$79,077	\$81,177	\$83,277	\$85,377	\$88,527
2	\$70,377	\$71,427	\$72,477	\$75,627	\$77,727	\$79,827	\$81,927	\$84,027	\$86,127	\$89,277
3	\$71,127	\$72,177	\$73,227	\$76,377	\$78,477	\$80,577	\$82,677	\$84,777	\$86,877	\$90,027
4	\$71,877	\$72,927	\$73,977	\$77,127	\$79,227	\$81,327	\$83,427	\$85,527	\$87,627	\$90,777
5	\$72,627	\$73,677	\$74,727	\$77,877	\$79,977	\$82,077	\$84,177	\$86,277	\$88,377	\$91,527
6	\$74,377	\$75,427	\$76,477	\$79,627	\$81,727	\$83,827	\$85,927	\$88,027	\$90,127	\$93,277
7	\$76,377	\$77,427	\$78,477	\$81,627	\$83,727	\$85,827	\$87,927	\$90,027	\$92,127	\$95,277
8	\$78,977	\$80,027	\$81,077	\$84,227	\$86,327	\$88,427	\$90,527	\$92,627	\$94,727	\$97,877
9	\$81,627	\$82,677	\$83,727	\$86,877	\$88,977	\$91,077	\$93,177	\$95,277	\$97,377	\$100,527
10	\$84,327	\$85,377	\$86,427	\$89,577	\$91,677	\$93,777	\$95,877	\$97,977	\$100,077	\$103,227
11	\$87,077	\$88,127	\$89,177	\$92,327	\$94,427	\$96,527	\$98,627	\$100,727	\$102,827	\$105,977
12	\$89,877	\$90,927	\$91,977	\$95,127	\$97,227	\$99,327	\$101,427	\$103,527	\$105,627	\$108,777
13	\$92,727	\$93,777	\$94,827	\$97,977	\$100,077	\$102,177	\$104,277	\$106,377	\$108,477	\$111,627
14	\$95,627	\$96,677	\$97,727	\$100,877	\$102,977	\$105,077	\$107,177	\$109,277	\$111,377	\$114,527
15	\$98,577	\$99,627	\$100,677	\$103,827	\$105,927	\$108,027	\$110,127	\$112,227	\$114,327	\$117,477

### 2028-2029 Sparta Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PHD
1	\$71,947	\$72,997	\$74,047	\$77,197	\$79,297	\$81,397	\$83,497	\$85,597	\$87,697	\$90,847
2	\$72,697	\$73,747	\$74,797	\$77,947	\$80,047	\$82,147	\$84,247	\$86,347	\$88,447	\$91,597
3	\$73,447	\$74,497	\$75,547	\$78,697	\$80,797	\$82,897	\$84,997	\$87,097	\$89,197	\$92,347
4	\$74,197	\$75,247	\$76,297	\$79,447	\$81,547	\$83,647	\$85,747	\$87,847	\$89,947	\$93,097
5	\$74,947	\$75,997	\$77,047	\$80,197	\$82,297	\$84,397	\$86,497	\$88,597	\$90,697	\$93,847
6	\$76,697	\$77,747	\$78,797	\$81,947	\$84,047	\$86,147	\$88,247	\$90,347	\$92,447	\$95,597
7	\$78,697	\$79,747	\$80,797	\$83,947	\$86,047	\$88,147	\$90,247	\$92,347	\$94,447	\$97,597
8	\$81,297	\$82,347	\$83,397	\$86,547	\$88,647	\$90,747	\$92,847	\$94,947	\$97,047	\$100,197
9	\$83,947	\$84,997	\$86,047	\$89,197	\$91,297	\$93,397	\$95,497	\$97,597	\$99,697	\$102,847
10	\$86,647	\$87,697	\$88,747	\$91,897	\$93,997	\$96,097	\$98,197	\$100,297	\$102,397	\$105,547
11	\$89,397	\$90,447	\$91,497	\$94,647	\$96,747	\$98,847	\$100,947	\$103,047	\$105,147	\$108,297
12	\$92,197	\$93,247	\$94,297	\$97,447	\$99,547	\$101,647	\$103,747	\$105,847	\$107,947	\$111,097
13	\$95,047	\$96,097	\$97,147	\$100,297	\$102,397	\$104,497	\$106,597	\$108,697	\$110,797	\$113,947
14	\$97,947	\$98,997	\$100,047	\$103,197	\$105,297	\$107,397	\$109,497	\$111,597	\$113,697	\$116,847
15	\$100,897	\$101,947	\$102,997	\$106,147	\$108,247	\$110,347	\$112,447	\$114,547	\$116,647	\$119,797

LONGEVITY STIPEND SCHEDULE:

After

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15 Years	\$900.00	28 Years	-	\$2,200.00
16 Years	1,000.00	29 Years		2,300.00
17 Years	1,100.00	30 Years	-	2,400.00
18 Years	1,200.00	31 Years	-	2,500.00
19 Years	1,300.00	32 Years		2,600.00
20 Years	1,400.00	33 Years		2,700.00
21 Years	1,500.00	34 Years		2,800.00
22 Years	1,600.00	35 Years	-	2,900.00
23 Years	1,700.00	36 Years		3,000.00
24 Years	1,800.00	37 Years		3,100.00
25 Years	1,900.00	38 Years		3,200.00
26 Years	2,000.00	39 Years	-	3,300.00
27 Years	2,100.00	40 Years	-	3,400.00

**APPENDIX B**  
**CO-CURRICULAR STIPEND GUIDES**

1. All positions will be clustered as follows:

**CLUSTER A**

	2025-2026	2026-2027	2027-2028	2028-2029
Base Stipend	\$5,426.79	\$5,426.79	\$5,600.45	\$5,600.45

A. Senior High School:

- i. Blues, Inc.
- ii. Marching Band Director\*
- iii. Choral Director
- iv. Student Government
- v. Yearbook
- vi. Site Supervisor (3) – fall, winter, spring
- vii. DECA Advisor
- viii. Theatrical Director (High School Musical)
- ix. Robotics Club Advisor
- x. PDP
- xi. HOSA

\*Plus an additional \$500 per school year.

**CLUSTER B**

	2025-2026	2026-2027	2027-2028	2028-2029
Base Stipend	\$3,620.10	\$3,620.10	\$3,735.94	\$3,735.94

A. Senior High School:

- i. Assistant Marching Band Director
- ii. Newspaper Advisor
- iii. Jazz Band Lab Coordinator
- iv. Theater Audio Visual Coordinator
- v. Color Guard Advisor
- vi. Drumline Instructor
- vii. Percussion Instructor

B. Middle School:

- i. Musical Director

**CLUSTER C**



	2025-2026	2026-2027	2027-2028	2028-2029
Base Stipend	\$3,258.98	\$3,258.98	\$3,363.27	\$3,363.27

A. Senior High School:

- i. Junior Class Advisor
- ii. Senior Class Advisor
- iii. Theatrical Director - Drama

B. Middle School

- i. Homework Club Advisor
- ii. Yearbook Advisor

**CLUSTER D**

	2025-2026	2026-2027	2027-2028	2028-2029
Base Stipend	\$2,975.26	\$2,975.26	\$3,070.47	\$3,070.47

A. Senior High School

- i. Academic Bowl Advisor
- ii. Beginnings Advisor
- iii. Debate Advisor
- iv. DECA Assistant
- v. Drama Club
- vi. Freshman Class Advisor
- vii. Key Club Advisor
- viii. Science Olympiad Advisor
- ix. Science League Advisor
- x. Sophomore Class Advisor
- xi. Yearbook Business Advisor
- xii. Theatrical Choreographer
- xiii. Theatrical Drama - Producer
- xiv. Theatrical Drama - Scenery Director
- xv. Theatrical Drama — Technical Director
- xvi. Mock Trial
- xvii. Theatrical Musical – Coordinator/Producer
- xviii. Theatrical Musical – Director
- xix. Theatrical Musical – Technical Director
- xx. Theatrical Musical – Scenery Director
- xxi. Theatrical – Business Advisor
- xxii. National Honor Society Advisor
- xxiii. Honor Society Advisor
- xxiv. Honor Society (Art)

- xxv. Honor Society (English)
- xxvi. Honor Society (French)
- xxvii. Honor Society (German)
- xxviii. Honor Society (History)
- xxix. Honor Society (Math)
- xxx. Honor Society (Russian)
- xxxi. Honor Society (Science)
- xxxii. Honor Society (Spanish)
- xxxiii. Honor Society (Tri M Music)
- xxxiv. Theater Honor Society (Thespian Club)
- xxxv. HOSA Assistant
- xxxvi. PDP Assistant

#### B. Middle School

- i. Con Brio Advisor
- ii. Glee Club
- iii. Community Service Club Advisor
- iv. Publications Club Advisor
- v. Academic Team Advisor
- vi. Morning Chorus Advisor
- vii. Student Government Advisor

#### C. Elementary School Chorus (2)

### **CLUSTER E**

	2025-2026	2026-2027	2027-2028	2028-2029
Base Stipend	\$2,206.59	\$2,206.59	\$2,277.20	\$2,277.20

#### A. Senior High School

- i. Art Club
- ii. Chemistry Olympics
- iii. Intramurals Advisor (Fall)
- iv. Intramural Advisor (Winter)
- v. Intramural Advisor (Spring)
- vi. World Language Honor Society
- vii. Strings Club
- viii. Robotics Assistant
- ix. Model United Nations
- x. Chamber Music Club
- xi. Special Olympics
- xii. Unified Sports (Fall)
- xiii. Unified Sports (Winter)
- xiv. Unified Sports (Spring)

## B. Middle School

- i. Art Club Advisor
- ii. For Club Advisor
- iii. Future City Advisor
- iv. Eight Grade Field Trip Advisor
- v. Intramurals Advisor – Volleyball
- vi. Musical – Marching/Jazz Band Director
- vii. Broadcasting Club
- viii. Math Club Advisor
- ix. National Junior Honor Society
- x. Woodwind Ensemble

## **CLUSTER F**

	2025-2026	2026-2027	2027-2028	2028-2029
Base Stipend	\$1,116.98	\$1,116.98	\$1,152.73	\$1,152.73

## A. Senior High School

- i. Freshman Select Choir
- ii. Gay/Straight Alliance
- iii. Find the Courage
- iv. Ecology Club
- v. Culinary Arts Club

## B. Middle School

- i. Fitness Club Advisor
- ii. Intramurals Advisor – Baseball
- iii. Intramurals Advisor – Football
- iv. Intramurals Advisor – Soccer
- v. Musical – Scenery
- vi. Outdoor Education Coordinators (2 positions)
- vii. Wellness Advisor

## C. Middle School and Elementary Schools

- i. Ensemble Directors (2 positions)



## **MISCELLANEOUS**

1. Longevity stipends shall be provided as follows:
  - A. After five (5) or more years in position \* - additional \$225
  - B. After ten (10) or more years in position \* - additional \$350
  - C. After fifteen (15) or more years in position \* - additional \$475

\* "In position" shall mean experience in a specific activity in District.
2. The entry-level stipend shall be determined by the Board of Education upon recommendation of the Superintendent of Schools. A number of factors, previous experience in that particular or related activity, shall be determinants in the initial stipend. In no case shall the initial stipend be less than the contractual salary base level, or more than the amount received by the previous advisor without the approval of the Association.
3. Eligibility – To be eligible for longevity, an employee must have continuous service in the District. A voluntary break in service in the District will reset the longevity accrual (e.g., a return to employment after resignation or otherwise leaving the District for an extended term of one year or more. This shall not include approved maternity, FMLA or NJFLA leave).

**APPENDIX C**  
**COACHES' STIPEND GUIDE**  
**2025-2029**

**I. FOOTBALL**

**A. Head**

Year	Step 1	Step 2	Step 3	Step 4
2025-2026	\$8,822.61	\$10,084.26	\$11,343.67	\$12,604.19
2026-2027	\$8,822.61	\$10,084.26	\$11,343.67	\$12,604.19
2027-2028	\$9,104.93	\$10,406.95	\$11,706.67	\$13,007.53
2028-2029	\$9,104.93	\$10,406.95	\$11,706.67	\$13,007.53

**B. Assistant**

Year	Step 1	Step 2	Step 3	Step 4
2025-2026	\$6,302.66	\$6,931.81	\$7,563.20	\$8,192.34
2026-2027	\$6,302.66	\$6,931.81	\$7,563.20	\$8,192.34
2027-2028	\$6,504.35	\$7,153.63	\$7,805.22	\$8,454.50
2028-2029	\$6,504.35	\$7,153.63	\$7,805.22	\$8,454.50

**II. BASKETBALL, WRESTLING, ICE HOCKEY**

**A. Head**

Year	Step 1	Step 2	Step 3	Step 4
2025-2026	\$8,192.34	\$8,822.61	\$9,452.88	\$10,084.26
2026-2027	\$8,192.34	\$8,822.61	\$9,452.88	\$10,084.26
2027-2028	\$8,454.50	\$9,104.93	\$9,755.37	\$10,406.95
2028-2029	\$8,454.50	\$9,104.93	\$9,755.37	\$10,406.95

**B. Assistant**

Year	Step 1	Step 2	Step 3	Step 4
2025-2026	\$5,671.27	\$6,302.66	\$6,931.81	\$7,563.20
2026-2027	\$5,671.27	\$6,302.66	\$6,931.81	\$7,563.20
2027-2028	\$5,852.75	\$6,504.35	\$7,153.63	\$7,805.22
2028-2029	\$5,852.75	\$6,504.35	\$7,153.63	\$7,805.22

**III. BASEBALL, CROSS COUNTRY, FIELD HOCKEY  
 GOLF, LACROSSE, SOCCER, SOFTBALL, SWIMMING,  
 TENNIS, TRACK, VOLLEYBALL, ASSISTANT TRACK**

**A. Head**

Year	Step 1	Step 2	Step 3	Step 4
2025-2026	\$7,563.20	\$8,192.34	\$8,822.61	\$9,452.88
2026-2027	\$7,563.20	\$8,192.34	\$8,822.61	\$9,452.88
2027-2028	\$7,805.22	\$8,454.50	\$9,104.93	\$9,755.37
2028-2029	\$7,805.22	\$8,454.50	\$9,104.93	\$9,755.37

B. Assistant

Year	Step 1	Step 2	Step 3	Step 4
2025-2026	\$5,039.88	\$5,672.40	\$6,302.66	\$6,931.81
2026-2027	\$5,039.88	\$5,672.40	\$6,302.66	\$6,931.81
2027-2028	\$5,201.16	\$5,853.91	\$6,504.35	\$7,153.63
2028-2029	\$5,201.16	\$5,853.91	\$6,504.35	\$7,153.63

IV. TRAINER

(Per Season)

Year	Step 1	Step 2	Step 3	Step 4
2025-2026	\$4,286.25	\$4,538.59	\$4,788.68	\$5,039.88
2026-2027	\$4,286.25	\$4,538.59	\$4,788.68	\$5,039.88
2027-2028	\$4,423.41	\$4,683.83	\$4,941.91	\$5,201.16
2028-2029	\$4,423.41	\$4,683.83	\$4,941.91	\$5,201.16

V. BOWLING, SKIING, WINTER TRACK  
CHEERLEADING, GYMNASTICS, FLAG FOOTBALL

A. Head

Year	Step 1	Step 2	Step 3	Step 4
2025-2026	\$4,411.86	\$5,039.88	\$5,672.40	\$6,302.66
2026-2027	\$4,411.86	\$5,039.88	\$5,672.40	\$6,302.66
2027-2028	\$4,553.04	\$5,201.16	\$5,853.91	\$6,504.35
2028-2029	\$4,553.04	\$5,201.16	\$5,853.91	\$6,504.35

B. Assistant

Year	Step 1	Step 2	Step 3	Step 4
2025-2026	\$3,024.61	\$3,275.81	\$3,529.26	\$3,781.59
2026-2027	\$3,024.61	\$3,275.81	\$3,529.26	\$3,781.59
2027-2028	\$3,121.39	\$3,380.64	\$3,642.20	\$3,902.60
2028-2029	\$3,121.39	\$3,380.64	\$3,642.20	\$3,902.60

VI. SUMMER WEIGHT TRAINING

Year	Step 1	Step 2	Step 3	Step 4
2025-2026	\$2,773.39	\$3,024.61	\$3,275.81	\$3,529.26
2026-2027	\$2,773.39	\$3,024.61	\$3,275.81	\$3,529.26
2027-2028	\$2,862.14	\$3,121.39	\$3,380.64	\$3,642.20
2028-2029	\$2,862.14	\$3,121.39	\$3,380.64	\$3,642.20



VII. INTERSCHOLASTIC CLUBS: CROSS-COUNTRY, TRACK, FIELD HOCKEY, BASKETBALL

Year	
2025-2026	\$3,258.98
2026-2027	\$3,258.98
2027-2028	\$3,363.27
2028-2029	\$3,363.27

Longevity Formula:

After five (5) or more years in position **	additional \$550
After ten (10) or more years in position **	additional \$700
After fifteen (15) or more years in position **	additional \$850
After twenty (20) or more years in position **	additional \$1000

\*\* "In position" shall mean experience as assistant or head coach in a specific sport activity in District.

Eligibility - To be eligible for longevity, an employee must have continuous service in the District. A voluntary break in service in the District will reset the longevity accrual (e.g., a return to employment after resignation or otherwise leaving the District for an extended term of one year or more. This shall not include approved maternity, FMLA or NJFLA leave).

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## **PART C — SECRETARIES**

Part C only applies to Secretaries unless otherwise set forth in a specific Article or Section in this Part of the Agreement.

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### **ARTICLE I INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. Any intent to involuntarily transfer or reassign a unit employee shall be made in writing by the Superintendent as soon as practicable and, except in cases of emergency, not later than May 15th for a succeeding school year. The reasons for such a change must be set forth in a letter of intent to transfer by the Superintendent.
- B. In the event that changes in schedules or assignments are proposed after May 15th for a succeeding year, any unit employee affected shall be notified promptly in writing of the transfer and the reasons therefore.

### **ARTICLE II VOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. No later than May 1st of each year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following year.
- B. Unit personnel who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 1st. Such statement shall include the position to which the unit employee desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
- C. Current employees of the Sparta School System shall be given full consideration in filling such vacancies.
- D. As soon as practicable, and no later than July 1st, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all unit personnel who have been reassigned or transferred and the nature of such reassignment or transfer.
- E. In the determination of request for voluntary reassignment and/or transfer, the wishes of the individual shall be considered to the extent that the transfer does not conflict with the best interests of the school system.

### **ARTICLE III**

### **PROFESSIONAL RIGHTS**

No records shall be placed in a unit employee's file, either commendatory or derogatory, without first being discussed with the individual. The individual shall sign the document indicating that he has read the item of record.

### **ARTICLE IV**

### **CONTRACTS**

All contracts for non-tenured unit personnel and/or salary statements for tenured unit personnel shall be distributed by May 15th, or as soon thereafter as possible, but not later than June 1st of each school year for employment during the following school year.

### **ARTICLE V**

### **WORKING HOURS**

- A. Working hours in each school will be established by the building principal with the approval of the Superintendent of Schools. Unit personnel, unless they are employed on a part-time basis, will work a seven-hour day exclusive of one hour for lunch. The exception to this will be during the summer recess when unit personnel will work a six-hour day exclusive of one hour for lunch. Building principals will stagger hours for unit personnel so that maximum coverage is established for the schools during the summer recess. When schools are closed for inclement weather, unit personnel shall not have to report to work provided, however, that at least one person must report and cover the school and/or departments\* during this time. This person shall be selected on a rotating basis and the person who reports shall receive a compensatory day at a time to be mutually agreed upon between the administrator and unit member. In order for any unit member to be in attendance other than the one whose rotation it is, they must receive permission from the building principal. The above is effective unless the school offices are closed by the Superintendent due to severe storm conditions.

\*Guidance, Special Services, Vice Principal

B. Compensation Time

If a secretary is required by his building principal to work beyond contractual hours, he will be given commensurate (compensatory) time off. (One-hour compensatory time for each additional hour worked.) Compensatory time shall be used by the end of the current contract year, and will be tracked by the employee's immediate supervisor or designee. The use of compensatory time will be scheduled in advance and subject to the approval of the employee's supervisor.

C. Summer Flex Hours

Twelve (12) month secretaries shall have the option to work a four (4) day flex schedule during the summer for a total of thirty (30) hours of work, provided that the schedule is approved by the secretary's principal or immediate supervisor and there exists sufficient coverage to address the work load of the office.



**ARTICLE VI**  
**VACATION PERIODS**

- A. On July 1st of each year, full-time twelve-month unit personnel completing one year's service to the district shall receive ten (10) days of paid vacation and shall earn one additional day of paid vacation per year of full-time employment until a maximum of twenty (20) days per year have been earned. The ten (10) days will be applied on a prorated basis for those unit personnel who work less than a year during their initial year of service. Such vacation period will be exclusive of national holidays granted as paid vacation time by the Board of Education. Vacation periods shall be established only with the prior approval of the immediate supervisor and the appropriate administrative office. Unit personnel may accumulate up to a maximum of five (5) days of vacation time to be used in a future year with the prior approval of the building principal.
- B. Any unit personnel leaving the district shall be given vacation time due them for that school year. (e.g., anyone with five (5) years of service is entitled to fourteen (14) days' vacation. The individual would receive any day or portion thereof which would be due them at the time of their leaving the district.)
- C. In the event school is in session on a day designated as a holiday for unit personnel because of revisions in the school calendar, an alternate holiday shall be scheduled by mutual agreement with the building principal.
- D. All ten-month secretaries will work the teachers' calendar with the following exceptions: Ten-month secretaries will generally start their work year September 1st and end their work year on the last day of June. However, if the teacher calendar begins prior to September 1<sup>st</sup>, the ten-month secretaries will begin their work year on the same date as the teachers. The same number of days worked (equal to the number worked prior to September 1<sup>st</sup>) will be deducted from June 30<sup>th</sup> to establish the final working day of that year.

**ARTICLE VII**  
**SICK LEAVE**

- A. Sick leave is hereby defined to mean the absence from duty of any unit employee because of personal disability due to illness or injury, or because he has been excluded from school by the School District's medical authorities because of a contagious disease or because of a quarantine for such a disease in his immediate household.
- B. All twelve-month unit employees shall be allowed sick leave with full pay for twelve (12) days in any year. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years. Unit personnel who have worked in the Sparta School System for ten (10) consecutive years will be granted one additional day per year in each succeeding year until a maximum of seventeen (17) days per year are granted, fifteen (15) days of which shall be cumulative.
- C. All ten-month unit employees shall be allowed sick leave with full pay for ten (10) days in any year. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years. Ten-month unit employees who have worked in the Sparta School System for ten (10) consecutive

years will be granted one additional day per year in each succeeding year until a maximum of fifteen (15) cumulative days per year are granted.

- D. Upon the retirement of unit personnel, the Board of Education will review the attendance record of the retiring individual and provide him with a lump sum payment for unused sick leave at the following rate per day after the first fifty (50) days are deducted: For 10 month employees, the per diem rate will be calculated by dividing the individual's annual salary by 200. For 12-month employees, the per diem rate will be calculated by dividing the individual's annual salary by 240. 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 individual at least ninety (90) days prior to its effective date, except in cases of emergency or medical disability.

A lump sum payment for unused sick leave upon retirement shall not exceed \$15,000.00 for any individual.

- E. Notwithstanding any provisions in Article VII, Section D of this Agreement to the contrary,

1. No employee shall have the option to receive direct monetary reimbursement for any accumulated sick leave upon, or prior to, retirement from the District.
2. The Board shall make certain non-salary reduction contributions to an available tax-sheltered annuity under section 403(b) of the Internal Revenue Code for certain employees upon retirement from the District in accordance with the formula set forth in Article VII, Section D of this Agreement.
3. Any non-elective, non-salary reduction contributions made pursuant to Article VII, Section E, Paragraph 2 of this Agreement shall be further limited by the applicable annual limit(s) to such contributions as established by the Internal Revenue Service, and shall be subject to any applicable State tax at the source of payment.
4. The schedule of any non-elective, non-salary reduction contributions made pursuant to Article VII, Section E, Paragraph 2 of this Agreement shall be determined by the Board at the time of the employee's retirement from the District, but in no event shall such contribution schedule exceed five (5) years from the date of the employee's retirement from the District.

## **ARTICLE VIII**

### **PERSONAL BUSINESS**

- A. Each year, the Board of Education will grant three (3) days for compelling personal reasons with full pay pending approval of the Superintendent upon application therefor. Unused personal leave will be transferred to accumulated sick leave at the end of each school year. Compelling personal reasons means that such business is essential and will require the presence of the employee during normal working hours.
- B. 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.

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

## **ARTICLE IX**

### **LEAVES OF ABSENCE**

- A. Leaves of absence without pay may be granted for serious illness in the family of those living in the immediate household which requires the presence and care of the tenured employee for an extended period of time. A tenured employee shall not receive credit for this absence on the salary guide schedule for the time spent on this leave. Upon return, the employee will resume his normal place on the salary schedule and shall be assigned to a similar position.
- B. Upon application and approval of the Board, an unpaid leave of absence of up to two (2) years for personal reasons may be granted to a tenured employee having ten (10) years of service in the district. Requests for personal leave must be received by the Superintendent in writing no later than March 15th, and action taken on all such requests no later than April 15th. Upon return, the employee shall resume his normal place on the salary guide without credit for the years on leave and shall be assigned to a similar position that was held at the time of the leave. This policy is not meant to include provisions, during the leave, of those employee benefits such as medical benefits, or accrual of additional sick leave. Upon return to the district all rights, privileges, and benefits previously earned shall be restored to the employee.
- C. Use of sick leave benefits for disability due to childbirth shall be granted in accordance with law, upon the presentation of proper medical certification.

## **ARTICLE X**

### **BOARD POLICIES**

Board policies shall be reviewed for clarification by the principal of each building with his/her unit staff at the beginning of each school year. Policy changes that affect staff will be reviewed at the next faculty meeting.

## **ARTICLE XI**

### **RIGHTS OF THE PARTIES**

The Board of Education, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the school district (b) to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.



A. Management's Rights

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the 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.

B. Association Rights

1. No unit personnel shall be disciplined without just cause. Any such action shall be subject to the grievance procedure.
2. Participation by any members of the Sparta Education Association in a strike or a refusal to perform duties for which he is under contract, shall be just cause for disciplinary action.

**ARTICLE XII**  
**STAFF DEVELOPMENT**

Formal courses, seminars, and other staff development activities, designed to improve the competence of the secretarial-clerical staff will be supported by the Board of Education subject to the following conditions:

1. Staff development activities must be directly related to the individual's responsibilities.
2. Participation in the program must have the prior approval of the Superintendent of Schools.
3. Secretaries shall be reimbursed in an amount not to exceed the prevailing tuition for an undergraduate course at Rutgers University for one (1) course per school year upon the receipt of a grade of "B" or better as evidenced by the production of the original grade report from the university or college. For any other staff development activities, the Superintendent shall approve the amount of reimbursement at the time participation in the program is approved. Reimbursement shall be made upon satisfactory completion of the course.
4. In order to be and remain eligible for reimbursement, a secretary must remain employed in the District for two (2) years after receiving reimbursement. A secretary who voluntarily leaves the District during the first year after completion of the course will reimburse the District 100% of the cost of the tuition, and 50% if the secretary voluntarily leaves the District during the second year after completion of the course.
5. Increments of \$875, \$1,075, \$1,275 and \$1,475 will be established for secretaries who pursue a certificate such as those sponsored by the New Jersey Association of Educational Secretaries. Such courses must be approved by the Superintendent of Schools before credit is allowed for salary adjustment:

Fifteen Credits	\$875.00
Thirty Credits	\$1,075.00

Forty-Five Credits	\$1,275.00
Sixty Credits	\$1,475.00

6. Secretaries who have taken credits or who have graduated from secretarial schools, such as Dover Business College, County College of Morris, Sussex County Community College, Kathryn Gibbs, Berkeley or have received a degree from a four (4) year university or college will be given credit according to the same compensation schedule as outlined above.
7. A stipend received by a secretary for additional training will not become a part of the base salary for purposes of salary increases, but rather will remain separate and apart from the base salary.
8. Secretaries will be offered professional development opportunities on a rotating basis on school days designated as "Professional Development" days. Assignments of secretaries to such opportunities shall be at the Administration's discretion based on coverage and workload needs, but will be rotated accordingly.

### **ARTICLE XIII** **AGENCY SHOP**

#### A. Purpose

If a unit employee who is eligible to become a member does not become a member of the Sparta Education Association, the New Jersey Education Association, and the National Education Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay an agency shop fee to the Sparta Education Association for that membership year.

#### B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The agency shop fee to be paid by nonmembers will be 85% of that amount.

#### C. Deduction and Transmission of Fee

##### 1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salary of such employee, in accordance with Paragraph 2 following, the full amount of the agency shop fee.

##### 2. Payroll Deduction Schedule



The Board will deduct the agency shop fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

3. Except as otherwise provided in this Article, the mechanics for the deduction of the agency shop fees and the transmission of such fees to the association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- D. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provision of this section.
1. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
  2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.
  3. It is expressly understood that the section headed "Liability" above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article XIV, Section D.
  4. The Association shall have a Demand and Return system in effect.

#### **ARTICLE XIV** **DISTRIBUTION OF AGREEMENT**

The Board shall prepare and provide a complete copy of this Agreement to each unit employee within one month of the successful completion of the Agreement, or as soon thereafter as is practical.

#### **ARTICLE XV** **ENTIRE AGREEMENT**

This Agreement incorporates the entire understanding of the parties on all issues which were, or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any other 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 XVI**  
**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.

**APPENDIX A**  
**SALARY GUIDES**

12 Month				
Step	2025/2026	2026/2027	2027/2028	2028/2029
1	\$40,820	\$41,730	\$42,426	\$43,241
2	\$41,320	\$42,230	\$42,926	\$43,741
3	\$41,820	\$42,730	\$43,426	\$44,241
4	\$42,820	\$43,730	\$44,426	\$45,241
5	\$43,820	\$44,730	\$45,426	\$46,241
6	\$44,820	\$45,730	\$46,426	\$47,241
7	\$45,820	\$46,730	\$47,426	\$48,241
8	\$46,820	\$47,730	\$48,426	\$49,241
9	\$47,820	\$48,730	\$49,426	\$50,241
10	\$48,820	\$49,730	\$50,426	\$51,241
11	\$49,920	\$50,830	\$51,526	\$52,341
12	\$51,020	\$51,930	\$52,626	\$53,441
13	\$52,120	\$53,030	\$53,726	\$54,541
14	\$53,220	\$54,130	\$54,826	\$55,641

10 Month				
Step	2025/2026	2026/2027	2027/2028	2028/2029
1	\$34,908	\$35,818	\$36,514	\$37,329
2	\$35,408	\$36,318	\$37,014	\$37,829
3	\$35,908	\$36,818	\$37,514	\$38,329
4	\$36,708	\$37,618	\$38,314	\$39,129
5	\$37,508	\$38,418	\$39,114	\$39,929
6	\$38,308	\$39,218	\$39,914	\$40,729
7	\$39,108	\$40,018	\$40,714	\$41,529
8	\$39,908	\$40,818	\$41,514	\$42,329
9	\$40,708	\$41,618	\$42,314	\$43,129
10	\$41,508	\$42,418	\$43,114	\$43,929

11	\$42,308	\$43,218	\$43,914	\$44,729
12	\$43,208	\$44,118	\$44,814	\$45,629
13	\$44,108	\$45,018	\$45,714	\$46,529
14	\$45,008	\$45,918	\$46,614	\$47,429

Stipends:

<u>Position</u>	<u>Stipend Amount</u>
Secretary to Building Principal	\$2,094.95
Head Secretary in Guidance Office	\$2,094.95
Head Secretary in Special Services	\$2,094.95
Head Secretary in Athletic Department	\$2,094.95

Longevity pursuant to Appendix A

NOTE: Secretaries who are off-guide are neither connected to the guide structure by an increment, nor do they move from one off-guide step to another\_ The raises for all off-guide steps shall be mutually determined by the parties during negotiations for a successor agreement.

1. New unit employees without experience shall not be placed on the salary guide at a higher step than those currently employed.
2. Secretaries who have completed ten (10) years in the Sparta Public School District shall receive a longevity payment of \$850.00.
3. Secretaries who have completed fourteen (14) years in the Sparta Public School District shall receive a longevity payment of \$950.00.
4. Secretaries who have completed eighteen (18) years in the Sparta Public School District shall receive a longevity payment of \$1,150.00.
5. Secretaries who have completed twenty-two (22) years in the Sparta Public School District shall receive a longevity payment of \$1,550.00.



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## **PART D - ASSISTANTS**

Part D only applies to Assistants unless otherwise set forth in a specific Article or Section in this Part of the Agreement.

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### **ARTICLE I** **INVOLUNTARY TRANSFER AND REASSIGNMENTS**

In the event of changes in schedules, class and/or subject assignments, of building assignments, any assistants affected shall be notified appropriately of the transfer. Such notice shall take place as soon as reasonably possible.

### **ARTICLE II** **VOLUNTARY TRANSFERS, REASSIGNMENTS AND VACANCIES**

All openings for promotional positions and unit positions shall be publicized by the Superintendent in accordance with the following procedure:

1. The Superintendent shall post in all school buildings all vacancies as they occur and on the district website.
2. Posted notices shall state that applications for such vacant positions are being accepted, the position title, and the deadline for filing such applications.

### **ARTICLE III** **ABSENCES**

#### **A, Absences for Personal Illness**

Sick leave is hereby defined to mean the absence from duty of any unit employee because of personal disability due to illness or injury. Employees shall be entitled to ten (10) sick leave days each school year. Unused sick leave shall be accumulated from year to year.

Upon retirement of an assistant after fifteen (15) more or years of service in the district, an assistant shall be compensated with a lump sum payment for unused sick days in accordance with the following formula:

Days 1-50	\$0 per day
For each day over 50	\$35 per day

The maximum payment shall not exceed \$8,000.00 for an assistant.

#### **B. Absence Due to Critical Illness of a Member of the Employee's Immediate Family**

Such absence shall be allowed for a maximum of three (3) days and shall be granted with pay. The term "immediate family" shall include: mother, mother-in-law, father, father-in-law, sister, brother,

husband, wife, grandparents, and child, A statement from the attending physician shall be submitted at the conclusion of the leave (Board Policy 3436.1).

C. Personal Days

1. Each year, the Board of Education will grant three (3) days for compelling personal reasons with full pay upon application to and approval by the Superintendent or his designee, Unused personal days shall be added to the previously accumulated sick leave for the following year. "Necessary personal day" is construed to mean that such business is essential and will require the presence of the employee on a day school is in session.
2. Since the application requires approval by the Superintendent or his designee, 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 an "emergency" nature in the content of this policy should be submitted to the Superintendent.
3. Should the request be denied approval by the Superintendent or his designee, written reason will be returned to the requestor.

D. Assistants may be granted up to one (1) professional day per year at the discretion of their Principal or Director of Special Services at Board expense.

E. Notwithstanding any provision in Article III, Section A of this Agreement to the contrary:

1. No employee shall have the option to receive direct monetary reimbursement for any accumulated sick leave upon, or prior to, retirement from the District.
2. The Board shall make certain non-salary reduction contributions to an available tax-sheltered annuity under section 403(b) of the Internal Revenue Code for certain employees upon retirement from the District in accordance with the formula set forth in accordance with Article III, Section A of this Agreement.
3. Any non-elective, non-salary reduction contributions made pursuant to Article III, Section F, Paragraph 2 of this Agreement shall be further limited by the applicable annual limit(s) to such contributions as established by the Internal Revenue Service and shall be subject to any applicable State tax at the source of payment.
4. The schedule of any non-elective, non-salary reduction contributions made pursuant to Article III, Section F, Paragraph 2 of this Agreement shall be determined by the Board at the time of the employee's retirement from the District, but in no event shall such contribution schedule exceed five (5) years from the date of the employee's retirement from the District.

**ARTICLE IV**  
**EMPLOYEE TRAINING**

- A. It is agreed that employees unit shall be included in the district's Blood Borne Pathogens Training program. Each member will also be able to participate in the Hepatitis B Vaccination Program, as appropriate to their individual assignments, In addition, members of this bargaining unit shall be provided with protective clothing and/or equipment which may include gloves, smocks, face shields, and shin guards, as appropriate to their individual assignments.
- B. Assistants assigned at the High School shall participate in in-service workshops as appropriate to their job assignments, on as need basis, as determined by the administration, and will be paid their per diem rate.
- C. In case of emergency, those assistants who possess substitute teacher credentials and are assigned a substitute teacher assignment shall be paid the per diem substitute rate, or their own per diem rate, whichever is higher.

**ARTICLE V**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

The Board agrees to make available to the Association upon request:

- 1. The names and hourly wages of new personnel.
- 2. A comprehensive list of total existing personnel and their hourly rate of pay.
- 3. A seniority list of all assistants shall be established and maintained here forth. An assistant shall lose seniority only if he resigns or is discharged for cause.

**ARTICLE VI**  
**SCHOOL CALENDAR/WORK SCHEDULE**

- A. Assistants will be paid hourly for the number of hours worked based on a one hundred eighty (180) day schedule for classroom assistants and one hundred seventy-three (173) day schedule for lunchroom assistants.
- B. Classroom assistants shall attend one (1) orientation day which shall be held prior to the instructional year.
- C. Full time assistants shall have a duty-free lunch period equal to a lunch period in the school they are assigned.

**ARTICLE VII**  
**EMPLOYEE RIGHTS**

- A. No employee shall be disciplined without just cause\_ Whenever an employee is required to appear before any supervisor for disciplinary action, he shall have the right to written notification of the reason for said meeting and shall have the right to have a representative of the Association present.



Decision to non-renew shall not constitute disciplinary action and is not subject to the grievance procedure.

- B. On or before June 15 of each year, the Board shall give to each employee either a written offer of employment, or a written non-renewal or RIF notice.
- C. In the event of a reduction in force, employees shall be laid off in the inverse order of seniority. However, in the case where two (2) or more individuals had the same hire date, decision regarding these individuals only shall be left to the discretion of Principal and/or Director of Special Services. Following a reduction in force, all recalls shall be done by seniority and in writing.
- D. Either party may terminate employment upon giving the other party thirty (30) days prior written notice.

## **ARTICLE VIII**

### **REPRESENTATION FEE**

#### 1. Nonmember

If an employee who is eligible to become a member does not become a member of the Association during any membership year which is covered in whole or part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year.

#### 2. Amount of fee

Prior to the beginning of each membership year, the Association will notify the district Business office in writing of the amount of the regular membership dues. The representation fee to be paid by nonmembers will be equal to 85% of that amount as per statute.

3. Deduction and transmission of fee

A. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Business office a list of those employees who have not become members of the Association for the current membership year. The full amount of the 85% representation fee will be deducted from the salaries of such employees.

B. Payroll deduction schedule

The business office will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

4. Indemnification and hold harmless Provision

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, and to reimburse the Board for any attorney fees incurred, provided that:

- a. The Board gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph.
- b. If the Association so requests, in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

**ARTICLE IX**  
**SEPARABILITY**

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement which shall remain in force and effect.

## **ARTICLE X**

### **SALARY**

#### **Annual wage increase:**

- a. Effective July 1, 2025 — \$1.25 increase on the hourly rate.
- b. Effective July 1, 2026 — \$1.50 increase on the hourly rate.
- c. Effective July 1, 2027 — \$1.25 increase on the hourly rate.
- d. Effective July 1, 2028 — \$1.00 increase on the hourly rate.

#### **Starting salaries:**

	Classroom Hourly Rate	Cafeteria/Playground Hourly Rate
Effective July 1, 2025	\$18.82	\$17.74

Employees with a four-year degree/certification will receive a salary of one dollar (\$1.00) per hour over the starting salary. Also, prospectively, anyone who is employed and earns a four-year degree/certification will receive one dollar (\$1.00) per hour increase in salary.

#### **Longevity**

1. Paraprofessionals who have completed ten (10) years in the Sparta Public School District shall receive a longevity payment of \$850.00.
2. Paraprofessionals who have completed fifteen (15) years in the Sparta Public School District shall receive a longevity payment of \$950.00.
3. Paraprofessionals who have completed twenty (20) years in the Sparta Public School District shall receive a longevity payment of \$1,150.00.
4. Paraprofessionals who have completed twenty-five (25) years in the Sparta Public School District shall receive a longevity payment of \$1,550.00.

#### **Teacher Assistant Differential Group:**

A group of assistants defined as The Teacher Assistant Differential Group shall include any classroom or personal assistant whose ongoing responsibilities include some of the following duties: toileting, female hygiene, diaper changing, lifting, special feeding, cleaning (child, clothing, equipment) and/or restraining. Assistants in the above group shall receive a salary differential of \$1.50 per hour extra. Assistants trained to use the District's data record-keeping program and who are required to utilize the program by the student's IEP shall also receive the above salary differential. All salary differentials are subject to the approval of the Director of Special Services.

#### **Additional Provisions:**

- A. Assistants shall be compensated at the hourly rate of their base salary if required to remain in or return to school after regularly scheduled hours.



- B. Assistants who are transferred to a position with a higher salary shall be paid at that higher rate. In the event that the transfer is known to be temporary, then the assistant shall get prorated compensation for work in that position. At no time shall an involuntary permanent transfer result in a reduction of pay rate.
- C. A paraprofessional appointed to serve in the position of “Job Coach” shall be compensated at the following rates per hour for work performed in that position:
  - a. 2025-2026 - \$27.97/hour
  - b. 2026-2027 - \$29.47/hour
  - c. 2027-2028 - \$30.72/hour
  - d. 2028-2029 - \$31.72/hour

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## **PART E – IT/INFORMATION TECHNOLOGY**

Part E only applies to IT/Information Technology employees unless otherwise set forth in a specific Article or Section in this Part of the Agreement.

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### **ARTICLE I WORKING HOURS/WORK YEAR**

- A. The IT/Information Technology staff work year is twelve (12) months.
- B. Each IT/Information Technology employee will work eight (8) hours per day including one (1) hour for lunch.
- C. The schedule shall be 8:00 a.m. – 4:00 p.m. for Specialists and Managers and 7:00 a.m. – 3:00 p.m. for technicians.
- D. On days when school is not in session including winter break, spring break and summer break, the employee may work 8:00 a.m. to 3:00 p.m. inclusive of a one (1) hour lunch. During summer break the employee will have the option to work thirty-five (35) hours per week including lunch, four (4) days per week, as long as responsibilities are coverage and other personnel are in the district to allow it to function five (5) days per week. All summer schedules are subject to the approval of the Superintendent or designee.
- E. The employee shall not report to work if school offices are closed by the Superintendent due to emergency conditions. On such days, the employee will remain available for emergency work on an as-needed basis. If the employee is called in to work overtime on emergency days off, the employee will be paid for a minimum of two (2) hours of overtime, and then for actual time thereafter.
- F. If the employee is required by his/her immediate supervisor to work beyond contractual hours exceeding forty (40) hours in a given week, he/she shall be granted compensatory time off. The calculation will be on a time and a half basis (1.5 hours for each hour overtime). Compensatory time shall be used by the end of the current contract year, and will be tracked by the employee's immediate supervisor or designee. The use of compensatory time will be scheduled in advance and subject to the approval of the employee's supervisor.
- G. The payment of overtime compensation in lieu of compensatory time must have the prior approval of the Superintendent. In such case, the employee will be compensated at the rate of time and a half (1.5x) for all hours exceeding forty (40) hours worked in a one (1) week period.

### **ARTICLE II**

## **SENIORITY**

- A. Seniority shall be defined as service by appointed employees in the school district in the collective negotiating unit covered by this agreement within their assigned position category, calculated on a yearly basis (or prorated portion thereof).
- B. In the event of a reduction in force, employees shall be laid off in the inverse order of seniority. However, in the case where two (2) or more individuals had the same hire date, the decision regarding these individuals shall be left to the discretion of the Superintendent. Following a reduction in force, all recalls shall be done by seniority and in writing.
- C. Seniority shall not be accumulated during a period of lay off, during an unlawful strike or other unlawful job action. Upon recall after a reduction in force, the employee shall have his/her accumulated seniority reinstated as of the date of lay off.

## **ARTICLE III** **LEAVES OF ABSENCE**

### **A. Sick Leave**

- 1. As full-time, 12-month employees, each employee shall be entitled to twelve (12) days of sick leave with full pay in any school year. Unused sick leave days shall be accumulated for use as sick leave in subsequent years as prescribed by law. Association members hired after the opening of school will have sick days pro-rated at one (1) per month or partial month worked.
- 2. If the employee has worked in the Sparta School District for ten (10) consecutive years or more, he/she will be granted one (1) additional day in each succeeding year until a maximum of seventeen (17) days per year are granted, fifteen (15) of which shall be cumulative.
- 3. Upon retirement and after completion of fifteen (15) years of employment in the District, the Board will review the employee's attendance record and provide a lump sum payment for unused sick leave accumulated during employment in the District at the per diem rate after the first fifty (50) days are deducted. For 12-month employees, the per diem rate will be calculated by dividing the individual's annual salary by two hundred sixty (260). The lump sum compensation shall not be considered part of the contract salary for retirement purpose. Notice of retirement must be provided by the employee at least ninety (90) days prior to the effective date, except in cases of emergency or medical disability. A lump sum payment for unused sick leave upon retirement shall not exceed \$15,000.

### **B. Vacation**

- 1. On July 1<sup>st</sup> of each year, as a full-time twelve (12) month employee, the employee shall be granted ten (10) days of paid vacation upon completing one (1) year of service in the District. The employee shall earn one additional day of paid vacation per year of full-time employment until a maximum of twenty (20) days per year have been earned.
- 2. The initial ten (10) days will be accrued on a prorated basis calculated at .833 days per month.



3. Vacation accrual shall be exclusive of national holidays granted as paid time by the Board as set forth herein.
4. Employees may accumulate up to a maximum of ten (10) days of vacation time to be used in the next contract year with the prior approval of the Superintendent and/or designee.
5. All vacation use is subject to the prior approval of the employee's supervisor.

C. Personal Days

1. The Board will grant three (3) days per year for compelling personal reasons with full pay upon application to and approval by the Superintendent or designee. "Necessary personal day" is construed to mean that such business is essential and will require the presence of the employee on a day school is in session. Unused personal leave shall convert and accumulate to sick leave, provided that no more than fifteen (15) total days between unused sick and personal days accrue to sick leave in any given contract year.
2. Personal days shall not be taken the first or last day of school or on days when in-service or training programs are provided by the District, except in cases of emergency as authorized by the Superintendent.
3. The Superintendent retains the right to deny a request for personal leave if insufficient employees are available to adequately staff the department.

D. Leaves of Absence

1. Leaves of absence without pay may be granted for serious illness in the family of those living in the immediate household which requires the presence and care of the employee for an extended period of time. An employee shall not receive credit for this absence toward salary increases for the time spent on leave. Upon return, the employee will resume his/her normal salary and be assigned to a similar position if available. Leaves of absence under this section are subject to the approval of the Board.
2. Upon application and approval of the Board, an unpaid leave of absence for up to two (2) years for personal reasons may be granted to the employee if he/she has ten (10) years of service in the District. requests for such leave must be received by the Superintendent in writing no later than March 15<sup>th</sup> of the year prior to the start of the leave, and action taken no later than April 15<sup>th</sup>. Upon return, the employee shall resume his/her normal salary and be assigned to a similar position if available without credit for the years on leave towards salary increases or seniority. Such absences, if approved, will be without benefits or accrual of sick leave.
3. Use of sick leave benefits for disability due to childbirth shall be granted in accordance with Board policy and law upon the presentation of proper medical certification.
4. Other unpaid leaves are available to eligible Association members either through the FMLA, NJFLA or as otherwise set forth in Board policy.

E. Virtual Days

Certain employees (Specialists and Managers) may be allowed to utilize up to three (3) virtual work-from-home days as an alternative to the days provided pursuant G, above. The use of virtual days will be subject to Superintendent approval. Employees utilizing virtual days will be expected to complete all work responsibilities while working remotely.

#### **ARTICLE IV** **PROBATIONARY PERIOD**

Newly hired employees shall be considered as probationary employees during their first ninety (90) working days of employment. Action to terminate a probationary employee shall not be subject to the grievance procedure. After such employee has completed his/her probationary period, that employee shall be considered to be a regular employee and subject to all terms and conditions set forth in this agreement. Probationary status shall not affect an employee's eligibility for benefits set forth elsewhere in this Agreement.

#### **ARTICLE V** **PROFESSIONAL RIGHTS**

- D. No derogatory records shall be placed in an employee's file without first being discussed with the employee. The employee shall sign the documents indicating that he has read the item of record. The employee 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,
- E. An employee shall have the right upon request to review his personnel file.
- F. 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 employee's inspection.

#### **ARTICLE VI** **RIGHTS OF THE PARTIES**

The Board of Education, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the school district (b) to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

##### **A. Management's Rights**

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the 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.



B. Association Rights

1. No unit personnel shall be disciplined without just cause. Any such action shall be subject to the grievance procedure.
2. Participation by any members of the Sparta Education Association in a strike or a refusal to perform duties for which he is under contract, shall be just cause for disciplinary action.

**ARTICLE VII**  
**MILEAGE REIMBURSEMENT**

In accordance with Board policy, the Board shall reimburse an employee for mileage at the current OMB circular rate for school-related transportation if he/she uses his/her own vehicle for travel with the prior approval of his/her immediate supervisor

**ARTICLE VIII**  
**SALARIES**

- A. Salaries for current members shall be as listed on the attached Appendices A and B, which shall be mutually agreed upon by the Association and Board.
- B. The agreed-upon percentage increase shall be applied to the salary of each individual member of the unit for each school year, as listed.
- C. A new employee must be employed and begin work in the District prior to January 1<sup>st</sup> in order to qualify for a salary increase in the following school year. All other employees must work one-half of the year plus one day in any given school year in order to receive a salary increase for the next school year.



## APPENDIX A I/T Tech Salary Guides

Current employee salaries will be increased as follows:

- a. 2025-2026 – 3.0%
- b. 2026-2027 – 3.0%
- c. 2027-2028 – 3.2%
- d. 2028-2029 – 3.4%

A. The following salary ranges will be observed:

Position	Salary Range (2025-2026)	Salary Range (2026-2027)	Salary Range (2027-2028)	Salary Range (2028-2029)
Systems Technician	Starting Salary – \$50,000	Starting Salary – \$51,500	Starting Salary – \$53,148	Starting Salary – \$54,955
Specialist	\$56,119 – \$74,331	\$57,802 – \$76,561	\$59,652 – \$79,011	\$61,680 – \$81,698
Systems Manager	\$79,413 – \$113,825	\$81,795 – \$117,240	\$84,413 – \$120,992	\$87,283 – \$125,105
Network Manager	\$79,413 – \$113,825	\$81,795 – \$117,240	\$84,413 – \$120,992	\$87,283 – \$125,105

B. Eligible I/T / Information Technology employees shall earn longevity as follows:

- a. After 10 completed years of service - \$1,000
- b. After 15 completed years of service - \$1,200
- c. After 20 completed years of service - \$1,400
- d. After 25 completed years of service - \$1,650
- e. After 30 completed years of service - \$1,900

## APPENDIX B

### IT/Information Technology Stipends\*

i. Degree Stipend

Associate Degree	\$500.00
Bachelor's Degree	\$1,000.00
Master's Degree	\$1,500.00

\*Degrees obtained post-employment must be in a technology-related field to be eligible for stipend. Limit one degree stipend per year.

ii. Lead Systems Tech - \$3,750.00

iii. IT staff who obtain the following certifications after beginning employment in the District shall receive the associated stipend as listed below. The maximum total stipend per employee in each year shall be limited to \$3,000, notwithstanding the number of certifications held by an employee (e.g., a technician who obtains current CompTIA A+, CWNP CWT and CompTIA ITF+ certifications shall be eligible for a maximum payment of \$3,000 in that contract year). To be eligible for the stipend, each certification held must be related to the employee's position as approved by his/her supervisor.

<b>Certification</b>	<b>Position Eligibility*</b>	<b>Stipend</b>
CompTIA A+	Technician	\$1,500
CWNP CWT (Certified Wireless Technician)	Technician	\$1,000
CompTIA ITF+ (IT Fundamentals)	Technician	\$1,000
HDI CSR (Customer Service Representative)	Technician	\$1,000
HDI Troubleshooting and Problem Solving	Technician	\$1,000
HDI Desktop Advanced Support Technician	Technician	\$1,000
Google IT Support Professional	Technician, Systems Specialist	\$1,000
CompTIA Network+	Technician, Network Specialist	\$1,500
CWNP CWNA (Certified Wireless Network Administrator)	Network Specialist	\$1,000
Cisco CMSS (Cisco Meraki Solutions Specialist)	Network Specialist	\$1,000
CompTIA PenTest+	Network Specialist	\$1,000
CompTIA CASP+	Network Specialist	\$1,000
CompTIA Server+	Network Specialist	\$1,000
Fortinet FCA (Fortinet Certified Associate)	Network Specialist	\$1,000
CompTIA Security+	Network Specialist, System Specialist	\$1,000
CompTIA Cloud+	Systems Specialist	\$1,000
Google Educator Level One	Systems Specialist	\$1,000

CompTIA Data+	Systems Specialist	\$1,000
Associate Google Workspace Administrator	Systems Specialist	\$1,500
ISACA CISM (Certified Information Security Manager)	Systems Specialist	\$1,000
ISC2 CISSP (Certified Information Systems Security Professional)	Systems Specialist	\$1,000

\*Employees in the positions of Systems Manager and Network Manager are ineligible for stipends listed herein.

Stipends will only be paid for certifications that remain in existence and relevant to the current position. Given the evolving nature of information technology, the Superintendent and/or designee, and representatives of the IT staff, shall jointly review the stipend list after each contract year to ensure it remains accurate and up to date



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## **PART F — SECURITY**

Part F only applies to Armed Security Staff unless otherwise set forth in a specific Article or Section in this Part of the Agreement.

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### **ARTICLE I WORKING HOURS/WORK YEAR**

- A. The Armed Security Guard work year is ten (10) months and will match the teacher work year. Newly hired guards shall attend staff orientation prior to the start of the school year.
- B. Armed Security Guards shall work eight (8) hours per day for a total of forty (40) hours per week when schools are in session.
- C. The exact start and end times shall be determined by the Superintendent or designee, but in general shall be based on the hours of the school to which the employee is assigned. Daily hours shall include a thirty (30) minute paid lunch that shall be taken when the services of an armed guard are not needed.
- D. If the employee is required by his/her immediate supervisor to work beyond contractual hours, the employee shall be compensated at the rate of time and a half (1.5x) for all hours exceeding forty (40) hours worked in a one (1) week period. For daily requirements, beginning fifteen (15) minutes after an employee's contractual time ends on any given day, time worked in excess of eight (8) hours and fifteen minutes per day on that day shall be paid at time and a half (1.5x) for additional hours worked, accrued in thirty (30) minute increments (e.g. – 8 hours, 5 minutes = no overtime. 8 hours, 25 minutes = one half hour of overtime, 8 hours, 45 minutes = 1 hour of overtime). Notwithstanding the above, time worked on Sundays at the District's request will be compensated at the overtime rate.
- E. The accrual of compensatory time in lieu of overtime compensation must have the prior approval of the Superintendent. In such case, the employee will be granted compensatory time off on a time and a half basis (1.5 hours for each hour overtime). Compensatory time shall be used by the end of the current contract year, and will be tracked by the employee's immediate supervisor or designee. The use of compensatory time will be scheduled in advance and subject to the approval of the employee's supervisor.
- F. Overtime assignments will be offered to full-time guards within the building location first, then to full-time guards within the District, on a voluntary basis. Unfilled assignments will then be offered to reserve officers. Should an unfilled assignment remain, employees may be assigned to such overtime on a rotating seniority basis.
- G. Armed Guards called for an overtime assignment related to a specific event (e.g., graduation) shall be paid for a minimum of four (4) hours of overtime for the event.
- H. Armed Security Guards will maintain and provide the concealed carry permit annually to the Board of Education. The Armed Security Guard will be responsible to procure, hold and maintain the

firearm carried within the District and provide proof of maintenance. The firearm should be no smaller than .38 caliber and no larger than .45 caliber. Full-time armed security guards will be compensated for four (4) hours of straight time payment, up to two times per year, for handgun qualification, upon proof of attendance and qualification, and provided handgun qualification is performed outside of regularly scheduled work time. Full-time armed security guards will be reimbursed for the retired carry permit annual fee upon proof of payment.

- I. Uniforms – The District will provide each Armed Security Guard with a winter or spring jacket and five (5) shirts which will be worn while on duty. The District will provide an annual uniform allowance to each Armed Security Guard in the amount of \$350 upon presentation of receipts, for the purchase of clothing to be worn while on duty and in uniform.
- J. When working security for outside groups, Armed Guards will earn \$60.00 per hour.
- K. The employee shall not report to work if school offices are closed by the Superintendent due to inclement weather. On such days, the employee will remain available for emergency work on an as-needed basis. If the employee is called in to work overtime on inclement weather days off, the employee will be paid for a minimum of two (2) hours of overtime, and then for actual time thereafter. This shall not be applicable on delayed opening or early dismissal days when school offices are open, or for security-related emergency closings.

## **ARTICLE II** **SENIORITY**

- A. Seniority shall be defined as service by appointed employees in the school district in the collective negotiating unit covered by this agreement within their assigned position category, calculated on a yearly basis (or prorated portion thereof).
- B. the event of a reduction in force, employees shall be laid off in the inverse order of seniority. However, in the case where two (2) or more individuals had the same hire date, the decision regarding these individuals shall be left to the discretion of the Superintendent. Following a reduction in force, all recalls shall be done by seniority and in writing.
- C. Seniority shall not be accumulated during a period of lay off, during an unlawful strike or other unlawful job action. Upon recall after a reduction in force, the employee shall have his/her accumulated seniority reinstated as of the date of lay off.

## **ARTICLE III** **LEAVES OF ABSENCE**

### **A. Sick Leave**

As 10-month employees, each employee shall be entitled to ten (10) days of sick leave with full pay in any school year. Unused sick leave days shall be accumulated for use as sick leave in subsequent years as prescribed by law. Association members hired after the opening of school will have sick days pro-rated at one (1) per month or partial month worked.

### **B. Personal Days**



The Board will grant three (3) days per year for compelling personal reasons with full pay upon application to and approval by the Superintendent or designee. "Necessary personal day" is construed to mean that such business is essential and will require the presence of the employee on a day school is in session. Unused personal leave shall convert and accumulate to sick leave.

Personal days shall not be taken the first or last day of school or on days when in-service or training programs are provided by the District, except in cases of emergency as authorized by the Superintendent. The Superintendent retains the right to deny a request for personal leave if insufficient employees are available to adequately staff the school or ensure the safety of the students.

C. Holidays

Employees shall follow the teacher's calendar to determine holidays.

D. Leaves of Absence

1. Requests for a leave of absence without pay may be granted by the Board for good cause. It is within the exclusive discretion of the Board to decide whether to grant an unpaid leave of absence.
2. Eligibility for medical benefits while on an unpaid leave of absence shall be at the Board's discretion, except to the extent governed by law.
3. Other unpaid leaves are available to eligible Association members either through the FMLA, NJFLA or as otherwise set forth in Board policy.

E. Critical Illness in Immediate Family

A maximum of three (3) critical family illness days will be provided with pay. The term "immediate family" shall include: mother, mother-in-law, father, father-in-law, sister, brother, husband, wife, grandparents, and child. A statement from the attending physician shall be submitted at the conclusion of the leave.

## **ARTICLE IV**

### **PROBATIONARY PERIOD**

Newly hired employees shall be considered as probationary employees during their first ninety (90) working days of employment. Action to terminate a probationary employee shall not be subject to the grievance procedure. After such employee has completed his/her probationary period, that employee shall be considered to be a regular employee and subject to all terms and conditions set forth in this agreement. Probationary status shall not affect an employee's eligibility for benefits set forth elsewhere in this Agreement.



**ARTICLE V**  
**PROFESSIONAL RIGHTS**

- A. No derogatory records shall be placed in an employee's file without first being discussed with the employee. The employee shall sign the documents indicating that he has read the item of record. The employee 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,
- B. An employee shall have the right upon request to review his personnel file.
- C. 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 employee's inspection.

**ARTICLE VI**  
**RIGHTS OF THE PARTIES**

The Board of Education, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the school district (b) to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

A. Management's Rights

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the 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.

B. Association Rights

- 1. No unit personnel shall be disciplined without just cause. Any such action shall be subject to the grievance procedure.
- 2. Participation by any members of the Sparta Education Association in a strike or a refusal to perform duties for which he is under contract, shall be just cause for disciplinary action.

**ARTICLE VII**  
**MILEAGE REIMBURSEMENT**

In accordance with Board policy, the Board shall reimburse an employee for mileage at the current OMB circular rate for school-related transportation if he/she uses his/her own vehicle for travel with the prior approval of his/her immediate supervisor.

**ARTICLE VIII**  
**SALARIES**

- A. Salaries for current members shall be as listed on the attached Appendices, which shall be mutually agreed upon by the Association and Board.
- B. A new employee must be employed and begin work in the District prior to January 1<sup>st</sup> in order to qualify for a salary increase in the following school year. All other employees must work one-half of the year plus one day in any given school year in order to receive a salary increase for the next school year.

## APPENDIX A

### A. Armed Guard Salaries

2025-2026	2026-2027	2027-2028	2028-2029
\$45,205	\$46,561	\$48,051	\$49,685

### B. Stipends

i. Lead Guard Position - \$3,750.00

ii. NJ School Safety Specialist Certification - \$500.00\*/\*\*

\*The District will reimburse the employee for the cost of the program to obtain the NJ School Safety Specialist Certification. An eligible security guard must remain employed in the District for two (2) years after receiving reimbursement. An employee who voluntarily leaves the District during the first year after completion of the course will reimburse the District 100% of the cost of the program, and 50% if the employee voluntarily leaves the District during the second year after completion of the course.

\*\*The School Safety Specialist Certification Stipend will be earned annually upon successful renewal. Security Personnel are responsible for completing the necessary hours required to maintain their S.S.S. Certification. Compensation for these hours will not be provided by the Board.



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**PART G — DURATION OF AGREEMENT**

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The Articles of this Agreement shall be effective for the 2025-2026, 2026-2027, 2027-2028 and 2028-2029 school years, commencing on July 1, 2025 and terminating on June 30, 2029.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective chairpersons and secretaries.

**SPARTA EDUCATION ASSOCIATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SPARTA BOARD OF EDUCATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_