

**AGREEMENT BETWEEN**  
**SPARTA BOARD OF EDUCATION**  
**AND**  
**SPARTA EDUCATION ASSOCIATION**

**July 1, 2018 - June 30, 2021**

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**PART A - GENERAL**

**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 all full and part time\* certificated personnel including:

- Classroom Teachers
- Nurses
- Librarians
- Guidance Counselors
- Speech Therapists
- Social Workers
- Psychologists
- Remedial Reading Specialists
- Learning Disability Teacher-Consultants
- Chapter I Teachers
- Substance Awareness Coordinator
- Athletic Trainer

\*Except as required by law, the benefits conferred upon certified personnel in this Agreement shall not apply to part time certified personnel unless otherwise specifically provided for in this Agreement.

Specifically excluded from the unit as defined are all supervisory personnel and maintenance employees, all consulting personnel, hourly personnel, temporary (twenty or less working days) per diem personnel and all day-to-day substitutes.

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement, shall refer to all professionals represented by the Association in the

negotiating unit as defined above and any reference to male teachers shall include female teachers.

- C. The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all Secretaries, Clerk-Typists, Library Clerks, Bookkeeper-Secretaries and Library Clerk Typists employed by the Board (hereinafter referred to as "secretaries"), but excluding Secretary to the Superintendent of Schools, Secretary to the Business Administrator/Board Secretary, Secretaries to the Assistant Superintendent for Curriculum, Payroll and Accounting Coordinator, and Budget and Accounting Coordinator.

Except as required by law, the provision of this Agreement shall not apply to secretaries, clerk-typists, library clerks, bookkeeper-secretaries and library clerk typists, unless otherwise specifically provided for in this Agreement.

- D. The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all regularly employed full and part-time Classroom, Playground and Cafeteria Assistants employed by the Board (hereinafter referred to as "assistants").

Except as required by law, the provisions of this Agreement shall not apply to classroom, playground and clerical assistants unless specifically provided for in the Agreement.

- E. 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 for teachers, secretaries and assistants respectively, 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 teachers, secretaries and assistants.

- F. 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 Teachers, Secretaries and  
Assistants unless 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 C.
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 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. \$15.00 in-network co-pay; effective the 2020-2021 school year, \$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.

Traditional coverage shall be eliminated from the health insurance program. 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. Effective upon implementation of the "Cadillac/Excise Tax" in accordance with the provisions of the Patient Protection and Affordable Care Act, 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 amount 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

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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. 1. 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.

2. 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**

### **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.
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 three hundred (300) 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.
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 forty (40) 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 VII**

### **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.

## **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.

### **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.

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.

- C. 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. 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.

D. 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.

E. Professional Personnel Leave for Bereavement

1. 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.
2. The term "immediate family" shall include mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, husband, wife, grandparents, child, and grandchild.
3. Absence due to death of an employee's grandparent-in-law shall be allowed with pay for the required period not to exceed one (1) school day.

F. 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**

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.

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.

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.

The employee is expected to return to service in the District for not less than two (2) years upon completion of the leave.

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 teachers shall be required to attend the high school 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. Special Education
  - b. 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. Effective September 1, 2008 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

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

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 1125 minutes but less than 1350 minutes per full school week in accordance with the following schedule:

Minutes	Percent of Stipend
1126-1170	20%
1171-1215	40%
1216-1260	60%
1261-1305	80%
1306-1350+	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  
Special Education  
Instrumental Music

Middle School  
Special Education  
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. 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. 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. Mentors shall be paid with state appropriated funds when they are available. If unavailable, novice teachers shall pay directly to the mentors, \$550 for regular certification and \$1,000 for alternate route certification 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 1700 minutes per week of student contact time, except for extenuating circumstances of the school calendar, such as if Saturday classes are necessary.

**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.

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

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 \$175,000. Proof of per credit tuition and

transcript shall be provided to the superintendent or his designee no later than June 30<sup>th</sup>. In the event that the total requests for tuition reimbursement exceeds the maximum amount, tuition reimbursement shall be provided on a prorated basis. For the 2018-2019 school year only, requests for tuition payment reimbursement that have not been paid as of February 26, 2019, shall be held in abeyance until all teachers have submitted the required documentation by the June 30, 2019 deadline. Tuition reimbursement for the remainder of the maximum amount of tuition reimbursement shall be paid on a prorated basis.

- F. 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.
- G. In accordance with NJ State Guidelines, professional development (twenty (20) hours per school year) is required.

## **ARTICLE XVII**

### **EXTRA PAY**

- A. Teachers participating in environmental education experience or any overnight school sponsored activity shall be paid \$75.00. Payment is subject to the prior approval of the Superintendent.
- B. Any unit member who serves during non-school hours on the Curriculum Council or any subcommittee thereof shall receive \$30.00 per hour. This rate shall apply to summer curriculum work as well.
- C. Teachers who serve as bedside tutors shall be compensated at the rate of \$45.00 per hour.

- D. The rate for teaching staff development courses will be \$55.00 per hour.
- E. Teachers who perform detention duty at the high school shall be paid \$30.00 for the A.M. session (1 hour) and \$45.00 for the P.M. session (2 hours). Saturday detention shall be paid at the rate of one hundred twenty five and 00/100 dollars (\$125.00) for a three (3) hour session.

**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.

## **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).
- B. 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 \$30.00 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 7/1/2018, total salaries will increase as follows:

2018-2019	-	2.60%
2019-2020-	2.70%	
2020-2021	-	2.80%

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.

D. Stipend

The lead school nurse shall receive an annual stipend of three thousand five hundred and 00/100 dollars (\$3,500.00).

## 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 a.m. – 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.

#### C. Holidays

1. The following holidays shall be in addition to and not charged against vacation days:
  - a. New Year's Day
  - b. Washington's Birthday
  - c. Good Friday
  - d. Memorial Day

- e. Independence Day (and the day preceding if such holiday falls on a Tuesday and the day following if such holiday falls on a Thursday)
- f. Labor Day
- g. NJEA Convention Days
- h. Thanksgiving and the day following
- i. Christmas Eve and Christmas Day
- j. New Year's Eve

D. Sick Leave

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

E. 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 \$11,900.00.
- 2. The SAC will be paid twice a month for twelve (12) months.

- F. 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. Holidays

1. The following holidays shall be in addition to and not charged against vacation days:
  - a. New Year's Day
  - b. Washington's Birthday
  - c. Good Friday

- d. Memorial Day
- e. Independence Day (and the day preceding if such holiday falls on a Tuesday and the day following if such holiday falls on a Thursday)
- f. Labor Day
- g. NJEA Convention Days
- h. Thanksgiving and the day following
- i. Christmas Eve and Christmas Day
- j. New Year's Eve

D. 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.

E. 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 \$11,900.00.
- 2. The athletic trainer will be paid twice a month for twelve (12) months.

- F. 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 2018-2019, 2019-2020 and 2020-2021 school years commencing on July 1, 2018 and terminating on June 30, 2021, 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<sup>st</sup> and January 30<sup>th</sup> shall begin to receive longevity in September of that year. Teachers whose fifteenth anniversary date falls between February 1<sup>st</sup> and June 30<sup>th</sup> shall begin to receive longevity in September of the next school year.



### 3. Salary Guides

#### 2018-2019 Sparta Salary Guide

Placement Frozen - no step movement

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PHD
1	58,240	59,290	60,340	63,490	65,590	67,585	69,685	71,785	73,875	77,035
2	59,240	60,290	61,340	64,490	66,590	68,585	70,685	72,785	74,875	78,035
3	60,240	61,290	62,340	65,490	67,590	69,585	71,685	73,785	75,875	79,035
4	61,240	62,290	63,340	66,490	68,590	70,585	72,685	74,785	76,875	80,035
5	62,940	63,990	65,040	68,190	70,290	72,285	74,385	76,485	78,575	81,735
6	64,840	65,890	66,940	70,090	72,190	74,185	76,285	78,385	80,475	83,635
7	66,840	67,890	68,940	72,090	74,190	76,185	78,285	80,385	82,475	85,635
8	69,365	70,415	71,465	74,615	76,715	78,710	80,810	82,910	85,000	88,160
9	72,165	73,215	74,265	77,415	79,515	81,510	83,610	85,710	87,800	90,960
10	75,165	76,215	77,265	80,415	82,515	84,510	86,610	88,710	90,800	93,960
11	78,365	79,415	80,465	83,615	85,715	87,710	89,810	91,910	94,000	97,160
12	81,715	82,765	83,815	86,965	89,065	91,060	93,160	95,260	97,350	100,510
13	84,255	85,305	86,355	89,505	91,605	93,600	95,700	97,800	99,890	103,050
14	86,995	88,045	89,095	92,245	94,345	96,340	98,440	100,540	102,630	105,790
15	87,995	89,045	90,095	93,245	95,345	97,340	99,440	101,540	103,630	106,790

2019-2020 Sparta Salary Guide

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PHD
1	59,100	60,150	61,200	64,350	66,450	68,515	70,615	72,715	74,810	77,965
2	59,600	60,650	61,700	64,850	66,950	69,015	71,115	73,215	75,310	78,465
3	60,600	61,650	62,700	65,850	67,950	70,015	72,115	74,215	76,310	79,465
4	61,600	62,650	63,700	66,850	68,950	71,015	73,115	75,215	77,310	80,465
5	63,300	64,350	65,400	68,550	70,650	72,715	74,815	76,915	79,010	82,165
6	65,200	66,250	67,300	70,450	72,550	74,615	76,715	78,815	80,910	84,065
7	67,200	68,250	69,300	72,450	74,550	76,615	78,715	80,815	82,910	86,065
8	69,715	70,765	71,815	74,965	77,065	79,130	81,230	83,330	85,425	88,580
9	72,430	73,480	74,530	77,680	79,780	81,845	83,945	86,045	88,140	91,295
10	75,330	76,380	77,430	80,580	82,680	84,745	86,845	88,945	91,040	94,195
11	78,430	79,480	80,530	83,680	85,780	87,845	89,945	92,045	94,140	97,295
12	81,730	82,780	83,830	86,980	89,080	91,145	93,245	95,345	97,440	100,595
13	84,255	85,305	86,355	89,505	91,605	93,670	95,770	97,870	99,965	103,120
14	86,995	88,045	89,095	92,245	94,345	96,410	98,510	100,610	102,705	105,860
15	88,995	90,045	91,095	94,245	96,345	98,410	100,510	102,610	104,705	107,860

2020-2021 Sparta Salary Guide

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PHD
1	60,380	61,430	62,480	65,630	67,730	69,830	71,930	74,030	76,130	79,280
2	60,880	61,930	62,980	66,130	68,230	70,330	72,430	74,530	76,630	79,780
3	61,380	62,430	63,480	66,630	68,730	70,830	72,930	75,030	77,130	80,280
4	62,380	63,430	64,480	67,630	69,730	71,830	73,930	76,030	78,130	81,280
5	64,030	65,080	66,130	69,280	71,380	73,480	75,580	77,680	79,780	82,930
6	65,930	66,980	68,030	71,180	73,280	75,380	77,480	79,580	81,680	84,830
7	67,930	68,980	70,030	73,180	75,280	77,380	79,480	81,580	83,680	86,830
8	70,330	71,380	72,430	75,580	77,680	79,780	81,880	83,980	86,080	89,230
9	72,830	73,880	74,930	78,080	80,180	82,280	84,380	86,480	88,580	91,730
10	75,555	76,605	77,655	80,805	82,905	85,005	87,105	89,205	91,305	94,455
11	78,530	79,580	80,630	83,780	85,880	87,980	90,080	92,180	94,280	97,430
12	81,730	82,780	83,830	86,980	89,080	91,180	93,280	95,380	97,480	100,630
13	84,255	85,305	86,355	89,505	91,605	93,705	95,805	97,905	100,005	103,155
14	86,995	88,045	89,095	92,245	94,345	96,445	98,545	100,645	102,745	105,895
15	89,995	91,045	92,095	95,245	97,345	99,445	101,545	103,645	105,745	108,895

LONGEVITY STIPEND SCHEDULE:

After

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:

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Base Stipend	\$4,887.39	\$4,936.26	\$4,985.63

Senior High School:

Blues Inc.  
Marching Band Director\*  
Choral Director  
Student Government  
Yearbook  
Site Supervisor (3) – fall, winter and spring

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

CLUSTER B:

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Base Stipend:	\$3,260.28	\$3,292.88	\$3,325.81

Senior High School:

Assistant Marching Band Director  
A.V.A. Coordinator  
Newspaper Advisor  
Jazz Band Lab Coordinator  
Theater Audio Visual Coordinator  
Department Liaisons\*

\*Each department liaison shall receive an additional \$500 per school year.

Middle School:

Musical Director

**APPENDIX B**  
(Continued)

CLUSTER C:

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Base Stipend	\$2,935.06	\$2,964.41	\$2,994.05
Senior High School:			
Junior Class Advisor - Permanent			
Junior Class Advisor			
Senior Class Advisor - Permanent			
Senior Class Advisor			
Theatrical Director (2)			
Middle School:			
Home Work Club Advisor			
Yearbook Advisor			

CLUSTER D:

	2018-2019	2019-2020	2020-2021
Base Stipend	\$2,679.53	\$2,706.33	\$2,733.39
Senior High School:			
Academic Bowl Advisor			
Beginnings Advisor			
Debate Advisor			
DECA Advisor (2)			
Drama Club			
Freshman Class Advisor			
Habitat for Humanity			
Key Club Advisor			
P.D.P. Advisor (2 positions)			
Robitcs Club Advisor			
Science Olympiad Advisor			
Science League Advisor			
Sophomore Class Advisor			
SOS Advisor			
Yearbook Business Advisor			
Theatrical Choreographer			
Theatrical Drama - Producer			
Theatrical Drama - Scenery Director			
Theatrical Drama – Technical Director			
Mock Trial			

**APPENDIX B**

(Continued)

Theatrical Musical - Coordinator/Producer  
Theatrical Musical - Director  
Theatrical Musical - Technical Director  
Theatrical Musical - Scenery Director  
Theatrical - Business Advisor

**Middle School:**

Con Brio Advisor  
Glee Club  
Community Service Club Advisor  
Publications Club Advisor  
Academic Team Advisor  
Morning Chorus Advisor  
Student Government Advisor

**Elementary School Chorus (2)**

**CLUSTER E:**

	2018-2019	2019-2020	2020-2021
Base Stipend	\$2,006.87	\$2,026.94	\$2,047.21

**Senior High School:**

Art Club  
Chemistry Olympics  
Color Guard Advisor  
Intramurals Advisor (Fall)  
Intramurals Advisor (Winter)  
Intramurals Advisor (Spring)  
Junior States of America  
Drumline Instructor  
National Honor Society Advisor  
Percussion Instructor  
Assistant Music Director  
World Language Honor Society  
Strings Club

**APPENDIX B**  
(Continued)

Middle School:

- Art Club Advisor
- For Club Advisor
- Future City Advisor
- Eight Grade Field Trip Advisor
- Intramurals Advisor - Volleyball
- Musical - Marching/Jazz Band Director
- Broadcasting Club
- Math Club Advisor
- National Junior Honor Society
- Woodwind Ensemble

CLUSTER F:

	2018-2019	2019-2020	2020-2021
Base Stipend	\$1,005.96	\$1,016.01	\$1,026.18

Senior High School:

- History Club
- Freshman Select Choir
- Gay/Straight Alliance

Middle School:

- Fitness Club Advisor
- Intramurals Advisor - Basketball
- Intramurals Advisor - Football
- Intramurals Advisor - Soccer
- Musical - Scenery
- Outdoor Education Coordinators (2 positions)
- Wellness Advisor

Middle School and Elementary Schools

- Ensemble Directors (2 positions)



MISCELLANEOUS

2. 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.

3. 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.

4. A stipend in the amount of one thousand three hundred twenty seven and 00/100 dollars (\$1,327.00) shall be paid for the co-curricular position of assistant robotics coach at the high school.

**APPENDIX C**

**COACHES' STIPEND GUIDE**

**2018-21**

**STEPS**

1                      2                      3                      4

**STEPS**

1                      2                      3                      4

**I FOOTBALL**

A. Head	2018-2019	\$7,945.67	\$9,081.92	\$10,216.15	\$11,351.39
	2019-2020	\$8,025.13	\$9,172.74	\$10,318.31	\$11,464.90
	2020-2021	\$8,105.38	\$9,264.47	\$10,421.50	\$11,579.55
B. Assistant	2018-2019	\$5,676.20	\$6,242.81	\$6,811.44	\$7,378.05
	2019-2020	\$5,732.96	\$6,305.24	\$6,879.55	\$7,451.83
	2020-2021	\$5,790.29	\$6,368.29	\$6,948.35	\$7,526.35

**II BASKETBALL, WRESTLING, ICE HOCKEY**

A. Head	2018-2019	\$7,378.05	\$7,945.67	\$8,513.29	\$9,081.92
	2019-2020	\$7,451.83	\$8,025.13	\$8,598.42	\$9,172.74
	2020-2021	\$7,526.35	\$8,105.38	\$8,684.41	\$9,264.47
B. Assistant	2018-2019	\$5,107.57	\$5,676.20	\$6,242.81	\$6,811.44
	2019-2020	\$5,158.65	\$5,732.96	\$6,305.24	\$6,879.55
	2020-2021	\$5,210.23	\$5,790.29	\$6,368.29	\$6,948.35

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

A. Head	2018-2019	\$6,811.44	\$7,378.05	\$7,945.67	\$8,513.29
	2019-2020	\$6,879.55	\$7,451.83	\$8,025.13	\$8,598.42
	2020-2021	\$6,948.35	\$7,526.35	\$8,105.38	\$8,684.41

	B. Assistant	2018-2019	\$4,538.94	\$5,108.58	\$5,676.20	\$6,242.81
		2019-2020	\$4,584.33	\$5,159.67	\$5,729.96	\$6,305.24
		2020-2021	\$4,630.17	\$5,211.26	\$5,790.29	\$6,368.29
IV	TRAINER					
	(Per Season)	2018-2019	\$3,860.22	\$4,087.47	\$4,312.70	\$4,538.94
		2019-2020	\$3,898.82	\$4,128.34	\$4,355.83	\$4,584.33
		2020-2021	\$3,937.81	\$4,169.63	\$4,399.39	\$4,630.17
V	BOWLING, SKIING, WINTER TRACK, CHEERLEADING					
	A. Head	2018-2019	\$3,973.34	\$4,538.94	\$5,108.58	\$5,676.20
		2019-2020	\$4,013.07	\$4,584.33	\$5,159.67	\$5,732.96
		2020-2021	\$4,053.20	\$4,630.17	\$5,211.26	\$5,790.29
	B. Assistant	2018-2019	\$2,723.97	\$2,950.21	\$3,178.47	\$3,405.72
		2019-2020	\$2,751.21	\$2,979.71	\$3,210.25	\$3,439.78
		2020-2021	\$2,778.72	\$3,009.51	\$3,242.36	\$3,474.17
VI	SUMMER WEIGHT TRAINING	2018-2019	\$2,497.73	\$2,723.97	\$2,950.21	\$3,178.47
		2019-2020	\$2,522.71	\$2,751.21	\$2,979.71	\$3,210.25
		2020-2021	\$2,547.93	\$2,778.72	\$3,009.51	\$3,242.36
VII	INTERSCHOLASTIC CROSS COUNTRY CLUB		2018-2019			\$2,935.06
			2019-2020			\$2,964.41
			2020-2021			\$2,994.05
	INTERSCHOLASTIC TRACK CLUB (2)		2018-2019			\$2,935.06
			2019-2020			\$2,964.41
			2020-2021			\$2,994.05

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.

## **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.

### **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 Secretarial 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 Secretarial 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 within a time period of four (4) to (6) weeks (by the end of the second pay period) from the time compensatory time has been earned.

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 pro-rated 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.

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.)

- B. 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.

C. Employee Holidays

The following thirteen (13) holidays shall be observed as days off with full pay:



July 4th  
Labor Day  
Thursday & Friday (NJEA Convention)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day

Christmas Day  
New Year's Eve Day  
New Year's Day  
President's Day  
Good Friday  
Memorial Day

In the event that any of the above days fall on Saturday, the preceding Friday may be observed as the holiday. In the event that any of the above days fall on Sunday, the following Monday may be observed as the holiday. A list of the days will be available at the start of the school year.

- D. All ten month secretaries will work the teachers' calendar with the following exceptions:  
Ten month secretaries will start their work year September 1st and end their work year on the last day of June.

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

and is of an "emergency" nature in the context of this policy should be submitted to the Superintendent.

Should the request be denied 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.
- D. Bereavement Leave
1. 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 the date of death, unless otherwise permitted by the Superintendent.
  2. The term "immediate family" shall include mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, husband, wife, grandparents, child, and grandchild.
  3. Absence due to death of an employee's grandparent-in-law shall be allowed with pay for the required period not to exceed one (1) school day.

## **ARTICLE X**

### **BOARD POLICIES**

All Board policies affecting unit personnel shall be placed in the hands of each individual at the beginning of each school year. These policies shall be reviewed for clarification by the principal of each building with his unit staff at the beginning of each school year.

## 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.

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

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.

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.

### **ARTICLE XIII**

#### **AGENCY SHOP**

A. Purpose

Effective September 1, 1987, 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**

Placement Frozen – no step movement for the 2018-2019 and 2020-2021 school years

Step	12 Month			Step	10 Month		
	2018/2019	2019/2020	2021/2021		2018/2019	2019/2020	2020/2021
1	34,592	34,872	35,723	1	28,860	28,960	29,811
2	35,092	35,372	36,223	2	29,260	29,460	30,311
3	35,592	35,872	36,723	3	29,660	29,960	30,811
4	36,092	36,372	37,223	4	30,060	30,460	31,311
5	36,592	36,872	37,723	5	30,460	30,960	31,811
6	37,092	37,372	38,223	6	30,860	31,460	32,311
7	37,592	37,872	39,223	7	31,260	31,960	33,111
8	38,092	38,872	40,223	8	31,660	32,760	33,911
9	39,192	39,872	41,223	9	32,560	33,560	34,711
10	40,292	40,872	42,223	10	33,460	34,360	35,511
11	41,392	41,872	43,223	11	34,360	35,160	36,311
12	42,492	42,872	44,223	12	35,260	35,960	37,111
13	43,592	43,872	45,223	13	36,160	36,760	37,911
14	44,692	44,872	46,323	14	37,060	37,560	38,711
15	45,837	45,972	47,423	15	38,060	38,360	39,611
16	46,982	47,072	48,523	16	39,060	39,260	40,511
17	48,127	48,172	49,623	17	40,060	40,160	41,411
18	49,272	49,272		18	41,060	41,060	

Stipend:	Secretary to Building Principal	\$2,094.95
	Head Secretary in Guidance Office	\$2,094.95
	Head Secretary in Special Services	\$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.

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5. Secretaries who have completed twenty-two (22) years in the Sparta Public School District shall receive a longevity payment of \$1,550.00.

#### **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.

### **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. Bereavement Leave

1. 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 the date of death, unless otherwise permitted by the Superintendent.
2. The term "immediate family" shall include mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, husband, wife, grandparents, child, and grandchild.
3. Absence due to death of an employee's grandparent-in-law shall be allowed with pay for the required period not to exceed one (1) school day.

- E. 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.

- F. 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 BENEFITS**

- 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**

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.

Classroom assistants shall attend one (1) orientation day which shall be held prior to the instructional year.

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 Save 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 effect the remaining portions of this Agreement which shall remain in force and effect.

**ARTICLE X**

**SALARY**

**Annual wage increase:**

Effective July 1, 2018 – \$.36 increase on the hourly rate for classroom assistants and \$.32 increase for cafeteria and playground assistants.

Effective July 1, 2019 – \$.38 increase on the hourly rate for classroom assistants and \$.34 increase for cafeteria and playground assistants.

Effective July 1, 2020 \$.41 increase on the hourly rate for classroom assistants and \$.36 increase for cafeteria and playground assistants.

**Starting salaries:**

	Classroom Hourly Rate	Cafeteria/Playground Hourly Rate
Effective July 1, 2018	\$13.03	\$12.04
Effective July 1, 2019	\$13.41	\$12.38
Effective July 1, 2020	\$13.82	\$12.74

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.

**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 a transfer result in a reduction of pay rate.

**PART E – DURATION OF AGREEMENT**

The Articles of this Agreement shall be effective for the 2018-2019, 2019-2020 and 2020-2021 school years commencing on July 1, 2018 and terminating on June 30, 2021.

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: *Suzanne J. Pawey*  
President

Date: 6/14/2019

**SPARTA BOARD OF EDUCATION**

By: *Kenneth D. Kelly*  
President

Date: 6/10/2019