

**AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION  
OF THE  
TOWNSHIP OF SPRINGFIELD**

**IN THE COUNTY OF UNION**

**AND THE**

**SPRINGFIELD EDUCATION ASSOCIATION**

**2003-04**

**2004-05**

**2005-06**

**AGREEMENT**

THIS AGREEMENT made this 11 day of September, 2003.

BY AND BETWEEN

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD  
IN THE COUNTY OF UNION**

hereinafter referred to as the "Board"

AND

**SPRINGFIELD EDUCATION ASSOCIATION**

hereinafter referred to as the "Association"

The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless so stated.

The Board agrees not to discriminate against any employee because of his/her membership in the Association and its affiliates or because of his/her participation in collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement, or in the formulation or the enforcement of Board policies.

**PART I -GENERAL**

**ARTICLE 1  
RECOGNITION**

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Board recognizes the Association for the purpose of professional negotiations as the exclusive representative for the following who are under contract with the Board:

1. All certificated teaching personnel dealing directly with children.
2. All certificated personnel in the Division of Special Services.
3. Guidance Counselors.
4. Librarians.
5. Office personnel.
6. Custodians.
7. Maintenance personnel.

Only persons represented by the Association shall have the contract rights hereinafter defined, and it is further understood that the following personnel are specifically excluded from this recognition:

1. Superintendent.
2. Board Secretary/Business Administrator.
3. Director of Special Services.
4. Assistant Superintendent for Curriculum and Instruction.
5. Principals.
6. Assistant Principals.
7. Supervisors.
8. Secretary to the Superintendent.
9. Secretary to the Board Secretary.
10. Summer maintenance employees.
11. Bus drivers.
12. Aides.

The within recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution.

## **ARTICLE II REPRESENTATION FEE**

### **A. REPRESENTATION FEE**

If an employee does not become a member of the 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. This fee shall be the maximum allowed by law.

### **B. PROCEDURE**

#### **1. Notification**

- a. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the representation fee to be paid by non-members.
- b. Prior to November of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph c. below, the full

amount of the representation fee and promptly will transmit the amount so deducted to the Association.

- c. 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.
- d. The deductions will begin with the first paycheck paid:
  - (1) 10 days after receipt of the aforesaid list by the Board; or
  - (2) 30 days after the employee begins his/her employment in a bargaining unit position.

**2. Termination**

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

**3. Mechanics of Deducting and Transmission of Fees**

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.

**C. INDEMNIFICATION AND SAVE HARMLESS PROVISION**

**1. Liability**

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, 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 cooperate with the Association in the defense of the claim.

**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.

**ARTICLE III  
PAYROLL DEDUCTIONS**

**A. PAYROLL DEDUCTIONS**

1. The Board agrees to make available in the district and to provide the bookkeeping necessary for both a tax shelter annuity program (as described in Section 403 (b) of the Internal Revenue Code) and a U.S. Savings Bond purchase program.
2. The Board shall remit a check at the end of each pay period to the tax shelter annuity company as designated by an employee or to the bank for U.S. Savings Bond purchases.
3. The Board's only responsibility in this matter is to honor the written request of the individual employees to participate in the plans and remit the money as outlined above.
4. The Board and the Association agree that the tax shelter annuity companies that are now available in the district shall continue and that companies shall not be added or deleted without mutual agreement. The parties also agree that there shall be one bank designated by the Association for the purchase of savings bonds.

**B. SUMMER PAYMENT PLAN**

Each ten (10) month employee may individually elect, during the first week of the work year or the beginning of employment, to have ten percent (10%) of his/her semimonthly salary deducted from his/her paycheck. These funds shall be paid to the employee, at his/her option, in the final pay in June or according to a schedule of payments throughout the summer as requested by the employee and approved by the Board or to his/her estate upon the death of the employee or on termination of employment.

- C. The Board shall provide for the direct deposit of any employee's paycheck into a bank account of the employee's choice with appropriate authorization from the employee.

**ARTICLE IV  
SUCCESSOR AGREEMENT**

**A. MEETINGS**

The Board and the Association agree to commence collective negotiations in accordance with Public Employment Relations Commission rules and regulations. Both parties agree to meet at reasonable times and to negotiate in good faith.

**B REPRESENTATIVES**

The Board and the Association agree that their respective representatives shall be given full authority to negotiate, but any agreement reached shall be subject to ratification by the respective bodies.

**C. MODIFICATION**

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE V  
ASSOCIATION RIGHTS AND PRIVILEGES**

**A. MEETINGS**

Whenever a representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

**B. USE OF SCHOOL BUILDING**

Representatives of the Association shall be permitted to transact official Association business and/or conduct meetings on school property, provided, however, that the approval of the building principal is obtained in advance as to time and place, provided that no such transactions, official business and/or meetings shall be permitted to interfere with or interrupt normal school operations or teaching responsibilities.

The Association shall have the privilege of using school facilities and equipment including computers, typewriters, word processors, duplicating equipment, calculating machines and audio-visual equipment at reasonable times, when such equipment and/or facilities are not otherwise in use. This privilege shall be subject to the prior approval of the principal of the school in which the facilities and/or equipment is to be used. The Association shall provide all materials and supplies incident to such use. No piece of equipment as referred to above is to be removed

from any school building. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.

**C. NOTICES AND COMMUNICATIONS**

The Association shall have the privilege of posting appropriate notice of its meetings, social affairs or Association business. Copies of all materials to be posted shall be furnished to the building principal in advance of posting. The Association shall have the right to distribute, through the use of the employees' mail boxes, material dealing with the proper and legitimate business of the Association.

**D. ASSOCIATION RESPONSIBILITIES**

1. The Association shall be responsible for acquainting its members with all provisions of this Agreement and shall make best efforts for adherence to the provisions of this Agreement by its members during the life of this Agreement.
2. At the beginning of each year, the Association shall furnish to the Superintendent a listing of its officers, and updates regarding any changes that occur during the school year.

**E. ACCESS TO INFORMATION**

In response to a reasonable request, the Association shall be granted access to the following information: class size, number of employee specialists, public budget information, annual financial audits, listing of professional staff, agendas and minutes of all public Board meetings, group employee health insurance premiums and experience figures, names and addresses of all employees. The use of such information is limited to assisting the Association for collective negotiations and grievance purposes only.

**ARTICLE VI  
GRIEVANCE PROCEDURE**

**A. DEFINITION**

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application or alleged violation of this Agreement, or Board policies or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.
2. Non-tenured employees shall not be permitted to grieve their non-re-employment.

3. "Work days" are defined as days on which the grievant is scheduled to work.

**B. PURPOSE**

The purpose of this procedure is to provide the means by which grievances can be appealed and resolved at the earliest level. Proceedings will be kept as informal and confidential as possible.

**C. PROCEDURE**

1. A grievance to be considered under this procedure must be submitted, in writing, to the immediate supervisor by the employee or the Association within twenty (20) work days of its known occurrence. Failure to do so shall be deemed to constitute an abandonment of the grievance. The written grievance shall include the nature of the grievance and the remedy sought.
2. Within five (5) work days after receipt of the written grievance, the immediate supervisor shall give the employee the opportunity to discuss the grievance either directly or through the Association's designated representative with the objective of resolving the matter informally. Within five (5) workdays after that discussion, the immediate supervisor shall issue a written memorandum to the grievant setting forth his/her determination.
3. If a satisfactory settlement is not reached at the informal level herein above set forth, or if no decision has been rendered within five (5) work days after presentation of the grievance, the employee or the Association may present the grievance in writing within five (5) work days after the determination made in Paragraph C.2 above, to the Superintendent of Schools. The written grievance shall set forth:
  - a. The nature of the grievance and the remedy requested.
  - b. The nature and extent of injury or loss.
  - c. The basis of dissatisfaction with the prior determination.
4. The Superintendent's written decision shall be rendered to the employee and the Association within ten (10) work days after receipt of the written grievance by the Superintendent.
5. If the grievance is not satisfactorily disposed of by the Superintendent, or if no decision has been rendered within the time limit set forth, then the grievance may be referred by the individual or the Association to the Board within ten (10) work days of the completion of the proceedings described in C.4 above, or twenty (20) work days after the grievance was

delivered to the Superintendent, whichever comes first. The submission to the Board shall be in writing and shall include copies of all relevant documents previously considered in the grievance procedure together with a statement explaining the dissatisfaction with those decisions previously rendered. The Board shall, in writing, within thirty (30) days, advise the Association and the employee of its determination and shall forward a copy thereof to both the Superintendent and the immediate supervisor of the aggrieved employee.

6. The stipulated times referred to in C.1 through C.5 above shall be considered as outer limits to be strictly followed, except where extenuating circumstances occur, in which case the time limits specified may be extended upon the mutual consent of the parties.

7. **Arbitration**

- a. In the event the disposition made in the preceding step is deemed unsatisfactory or if no decision has been rendered within the time limit set forth above and in the event the grievance involves an alleged violation of this Agreement, the Association may request the Public Employment Relations Commission to process the grievance in accordance with its rules and regulations for the selection of an arbitrator. Such request must be made within fifteen (15) calendar days of the Board's decision or forty-five (45) working days after the grievance was delivered to the Board, whichever comes first.
- b. Grievances which concern the interpretation, application or alleged violation of Board policies and administrative decisions or of statutes and regulations are not arbitrable.
- c. The arbitrator shall submit his/her determination on the issue submitted to him/her and shall rule on nothing else. His/her determination, binding in nature, shall be limited strictly to the application or interpretation of the provisions of this Agreement, and he/she shall be without power or authority to make any determination contrary to or inconsistent with the terms of this Agreement. The arbitrator may not alter, add to or omit from the provisions of this Agreement.
- d. The arbitrator's decision shall be in writing and shall be submitted within thirty (30) calendar days of the close of the hearing.
- e. Each party will assume the total cost incurred by itself. The fees and expenses of the arbitrator are the only cost which shall be shared equally.

D. **RIGHTS OF EMPLOYEES TO REPRESENTATION**

Any aggrieved employee may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by representative(s) selected or approved by the Association. Whenever an Association representative is going to be present at a grievance hearing, the person hearing the grievance will be notified at least one (1) day in advance. 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.

E. **MISCELLANEOUS**

1. **Group Grievance**

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may process such a grievance through all levels of the grievance procedure even though the employee does not wish to do so.

2. **Separate Grievance File**

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 employees.

3. **Continuation of Assignments**

Any and all employee grievants shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. Failure to follow the timelines set forth herein shall constitute an abandonment of the grievance by the grievant.

5. **Meetings and Hearings**

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

**ARTICLE VII  
INSURANCE PROTECTION**

**A. HEALTH**

1. All employees represented by the Association prior to January 1, 2004 will be provided the same coverage that has the same or better benefits which had been provided under the New Jersey State Public and School Employees Health Benefits Program as is now in existence. During the term of this Agreement the Board shall offer the Blue Cross Blue Shield Traditional, Point of Service and Preferred Provider Organization Plans.
2. All employees hired by the Board on or after January 1, 2004 shall be provided with health insurance coverage with benefits no greater than The Blue Cross Blue Shield Preferred Provider Organization Plan with unlimited chiropractic, physical and cognitive rehabilitation benefits. Upon any such employee obtaining tenure, such employee may elect to select any health insurance coverage then offered by the Board.
3. Any employee who elects a traditional insurance plan offered by the Board shall have a deductible of \$200 for individual coverage and \$400 for family coverage as of January 1, 2004.
4. Employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving medical insurance benefits as set forth in this agreement. Any employee who executes an appropriate form, provided by the Board, waiving coverage will receive for the year to which the waiver applies \$3,000, which shall be payable at the rate of \$750.00 per quarter. During any year in which an employee has waived family medical insurance coverage, the employee shall be able to terminate the waiver and re-enroll in the family health insurance coverage if the employee experiences a change in his/her need for the family coverage, including but not limited to divorce, death of a spouse, or loss of spouse's health insurance. Employees hired during the year who elect not to take the family coverage, and husband and wife employees terminating his/her employment prior to July 1 and employees terminating his/her waivers prior to July 1 shall receive the above waiver payment prorated on a quarterly basis. If it is required by IRS Regulations to implement the provisions of this paragraph, the Board shall adopt a 125 Plan.

**B. DENTAL**

The Board shall make available dental care coverage for each employee and, in cases where appropriate, for family plan coverage. With respect to this coverage, in the event that the carriers are changed the benefit level shall be equal to or greater than that provided prior to such change.

The Association and Board will mutually investigate prospective carriers to ensure that the coverage is equal to or greater than that provided. In the event that

more than one carrier is identified, the Board reserves the right to select the carrier.

**C. PRESCRIPTION**

During the life of this agreement, employees will not have to pay for such prescription coverage. The Board shall provide prescription coverage for employees only. The Board does, however, reserve the right to select or change the insurance carrier with it being understood and agreed that the benefit protection thereunder shall be equal to or greater than that provided prior to any such change. In no event shall the Board's contribution be greater than \$168,958 for 2003-2004, \$176,224 for 2005-2006 and \$184,154 for 2006-2007. Any custodial, maintenance or secretarial employee who paid a \$2.00 co-payment during 1990-91 shall be reimbursed by the Board for the difference between the \$2.00 co-payment and the then current co-payment. Increases in premium cost above the \$168,958, \$176,224 and \$184,154 set forth above will be paid for by either modifying the co-payments or through any other mutually agreeable plan. During the term of this Agreement, the co-pay for prescriptions shall be \$15 for generic drugs and \$35 for brand name drugs except as stated above.

**ARTICLE VIII  
PERSONNEL AND PERSONNEL RECORDS**

**A. FILE**

An employee shall have the right, upon written request, to review the contents of his/her personnel file during normal office hours. The employee may make copies at his/her expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review. Personnel references, academic credentials, pre-employment data and other similar documents shall not be available for the employee's inspection. The Board agrees to protect the confidentiality of an employee's personnel file subject to the law.

**B. DEROGATORY MATERIAL**

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. The provisions of this section do not apply to the material excluded from review in Section A. above.

**C. TERMINATION OF EMPLOYMENT**

Final evaluation of an employee upon termination of his/her employment shall be concluded prior to severance.

D. The Board shall not establish a separate personnel file which is not available for the employee's inspection.

**ARTICLE IX  
EMPLOYEE RIGHTS**

A. No employee shall be discharged, disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board, or an agent or representative thereof, shall be subject to the grievance procedure herein set forth.

B. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment or the salary or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.

**ARTICLE X  
DURATION**

This agreement shall be effective July 1, 2003 and shall continue in full force and effect until June 30, 2006 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to that date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written.

**SPRINGFIELD EDUCATION ASSOCIATION**

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

Witness: \_\_\_\_\_

**SPRINGFIELD TOWNSHIP BOARD OF EDUCATION**

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

Witness: \_\_\_\_\_

## **PART II SECRETARIES**

### **ARTICLE XI ABSENTEE POLICY**

All reference to “days” shall mean working days.

A day's salary for employees shall be defined at 1/200 of the annual salary for ten (10) month employees, 1/210 of the annual salary of ten and one-half (10-1/2) month employees, and 1/260 of the annual salary for twelve (12) month employees, and in no instance where a deduction is made from a salary shall the deduction be greater than the regular wage of the individual for the day involved.

The provisions of each section of this policy operate independently of all other sections.

#### **A. PERSONAL ILLNESS**

Sick leave with full pay during any school year shall be granted employees of the Board as follows:

1. Employees with up to 3 uninterrupted years of service - 10 days. Employees with more than 3 uninterrupted years of service - twenty (20) days.
2. Each year, any unused portion of the first twelve days leave shall be cumulative without limit.
3. Absences on sick leave shall be charged, first, to the annual allowance of any employee until it is fully utilized and, thereafter, to the accumulated credit.
4. Absences on sick leave in excess of that provided under 1 and 2 may be allowed, subject to deduction of salary paid a substitute filling the position, up to 20 days' time for each completed year of service by the employee on sick leave, and limited to 12 months in any current 10 year period for those persons who are suffering from an extended illness and are under the continuous care and treatment of an attending physician.
5. Absence for illness in excess of 5 consecutive days must be certified by the attending physician. In the case of frequent or intermittent illness, the Board or Superintendent will require the employee to submit a certificate of illness from the attending physician or submit to an examination or examinations by the school physician.

**B. ILLNESS IN THE FAMILY**

For absence due to a serious illness of any relative living in the employee's immediate household or a mother or father, or children, sibling, or in-laws, full pay for not more than five (5) days in each school year shall be paid the employee. Employees shall report such absence by following the established district absentee procedure.

**C. DEATH**

1. Absences because of death in the employee's immediate household or the employee's spouse, children, parents, grandparents, brothers and sisters, including father in-law and mother-in-law, son-in-law and daughter-in-law, shall be allowed with full pay for a period not exceeding five days in each such case.
2. Absences due to death of any other family member will be permitted with full pay for the day of the funeral.

**D. PERSONAL BUSINESS**

An employee will be granted, if needed, two personal business days per year, which shall be with full pay, to accomplish legitimate business requirements that cannot be attended to on other than the normal work day. The principal or immediate supervisor shall be notified three days in advance in writing without reason stated, unless an unforeseen emergency arises. When used for emergency purposes, the reason shall be submitted. A personal business day shall not be granted for a day preceding or the day following holidays or vacations and the first and last day of the school year, except by special approval from the Superintendent. All unused personal days can be accumulated as sick days.

**E. MATERNITY LEAVE**

1. An employee of the Board shall notify her principal or other supervisor of her intent to take a maternity leave of absence, no later than sixty (60) calendar days prior to the date on which she intends to leave. Such notification will be accompanied by a written statement from her doctor indicating the expected birth date of the child. The leave of absence shall begin on the date stipulated by the employee, subject to her continued ability to perform all responsibilities, as determined by her supervisor.
2. At the time an employee applies for said leave, she shall also submit the date on which she expects to return to employment. Her date of return may be as soon as she feels competent to fulfill her responsibilities, or shall extend for one year following the birth of the child and as much longer as may be required to terminate on the next succeeding July 1, except that a

non-tenured employee's leave may not extend beyond June 30 of the year in which the leave was granted. The Board will grant such leave of absence without pay. In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may return to her position as soon as she is physically able.

**F. PERIOD OF DISABILITY**

Under normal conditions, pregnancy shall be deemed to be a temporary disability during the four (4) weeks immediately preceding the expected birth of the child and the four (4) weeks following the termination of the pregnancy. For the period of disability related to the normal pregnancy and childbirth, the secretary may elect to use her accumulated sick leave up to a maximum of eight (8) weeks.

**G. CHILD ADOPTION**

Any secretary adopting a child shall be eligible to receive leave similar to maternity leave. Any secretary planning adoption should notify the Superintendent upon submitting legal application for adoption. Said leave shall commence upon her/his receiving de facto custody of said child or earlier, if necessary to fulfill the requirements for adoption.

**H. JUDICIAL PROCEEDINGS**

Absences from work, by reason of a subpoena by any court shall be allowed with full pay, providing a copy of the subpoena is shown to the Superintendent. If an employee is a party to a suit and is required to appear in court, absence from school shall be with pay less deductions for substitutes. Employees shall be subject to a salary deduction equivalent to Jury Duty pay while on paid Jury Duty leave.

**I. QUARANTINE IN CONTAGIOUS DISEASE**

When such quarantine is not because of personal illness, the employee shall be allowed full pay, providing the certificate is filed with the Superintendent. (Not deductible from sick leave.)

When the quarantine is because of personal illness, Section A shall apply.

On the recommendation of the Superintendent, absence in excess of that referred to in Sections A through I may be reviewed by the Board for special consideration, but there shall be no deviation from these rules except by vote of the Board.

**ARTICLE XII  
WORKYEAR**

**A. HOLIDAYS**

All secretaries and office personnel are governed by the school calendar including all holidays and vacations therein as well as: snow days, work day preceding or following Fourth of July, Fourth of July, Labor Day and a floating holiday that may be used by a secretary any time during the year by giving the Superintendent five (5) days advance notice. The Superintendent must approve/disapprove the request within two (2) days of submission.

Administration may require secretaries to work on snow days, but only when teachers, custodians and administration are similarly required to work.

**B. VACATION SCHEDULE**

Twelve month secretaries and 12 month office personnel hired after July 1, 1980 shall have the following vacations:

After one year of service	2 weeks vacation
After five years of service	3 weeks vacation
After ten years of service	4 weeks vacation

**C. DETAILS**

1. Any 12 month secretary or 12 month office personnel hired September 1 or after shall have one vacation day for each month of service during the school year.
2. Seniority rights prevail in vacation preference in each department or school office. Time exchanges are permissible through mutual agreement with the immediate supervisor.
3. The 12 month secretaries or 12 month office personnel may schedule his/her vacations throughout the school year, subject to the approval of his/her immediate supervisor.
4. The work year for all 12 month employees shall commence on July 1 and shall conclude on June 30.
5. The work year for all 10.5 month employees shall commence 7 calendar days prior to September 1, and shall conclude at the end of the 7th calendar day following June 30.

**ARTICLE XIII  
DAILY WORK HOURS**

**A. September 1 - June 30**

1. The work day shall consist of 8 hours including 60 minutes uninterrupted lunch hour unless by mutual consent of immediate supervisor and employee. A half workday shall consist of 3 ½ hours (except during summer.)
2. Daily work hours are 8 a.m. to 4 p.m. Exceptions for time of departure are one-half hour earlier the day before Thanksgiving, Christmas recess, and Spring vacation, unless the school calendar calls for one-half day.

**B. July 1 - August 31**

Daily work hours are:

Monday – Thursday -

8 am. to 3 p.m. The work day shall consist of 7 hours including 60 minutes uninterrupted lunch hour. (Unless a later or earlier starting time is mutually agreed upon.)

Friday -

8 a.m. to 12 noon (Unless a later or earlier starting time is mutually agreed upon.)

**C. COFFEE BREAKS**

One uninterrupted period of 10 minutes in the a.m.

- D. At no time will a secretary be expected to perform duties which, by law, require certificated personnel.

**ARTICLE XIV  
OVERTIME**

Overtime: Defined as any time authorized by a supervisor spent at regular duties consistent with this Agreement, either before or after regular daily work hours, or any day other than provided in the work year.

**A. COMPENSATION**

1. All overtime after 35 hours per week exclusive of lunch hours will be paid at the hourly rate. If the employee and his/her immediate supervisor mutually agree, such overtime may be allowed as equal compensatory time.
2. Any time worked over 40 hours per week will be paid at one and one-half times the hourly rate.

3. All work performed on weekends or contractual holidays will be paid for at one and one-half times the hourly rate.
4. Work performed during vacations shall be paid at one and one-half times the hourly rate.

**B. CALCULATION**

The hourly rate shall be determined by dividing the annual salary by 1820, such number being arrived at on the basis of 35 hours per week for 52 weeks.

**ARTICLE XV  
EMPLOYMENT PROCEDURES**

**A. PLACEMENT ON SALARY SCHEDULE**

Any employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

**B. RESIGNATION**

1. An employee who is resigning from his/her position shall give 2 weeks' advance notice.
2. Earned vacation shall be paid according to the provisions of Article XII (Work Year).

**C. TERMINATION**

1. A terminated employee shall receive two weeks' notice or two weeks' pay in lieu of notice.
2. The terminated employee shall have the privilege of making an appeal to the Superintendent.
3. Earned vacation shall be paid according to the provisions of Article XII (Work Year).

**D. NOTIFICATION OF CONTRACT AND SALARY**

Employees shall be notified of his/her contract and salary status for the ensuing year within two weeks following signing of the contract and in the case of a multiple year contract, no later than May 15.

**E. COMPENSATION FOR UNUSED SICK DAYS**

1. Except as set forth in paragraphs 3 and 4 below, a secretary who retires pursuant to N.J.P.E.R.S. shall be paid for accumulated unused sick days at the rate of:

	<u>PER DAY</u>	<u>MAXIMUM</u>
2003-04	\$67.50	\$7,246.00
2004-05	\$70.40	\$7,744.00
2005-06	\$73.57	\$8,093.00

2. If an employee dies prior to retirement, his/her estate shall receive the above payment.
3. A secretary who notifies the Board in writing by January 1, 2004 of his/her intention to retire by June 30, 2004 shall be paid a per diem rate for accumulated unused sick days based upon his/her current salary up to a maximum payment equal to 50% of his/her annual salary. Said payment shall be paid in three equal installments on September 1, beginning September 1, 2004.
4. A secretary who notifies the Board in writing by January 1, 2005 of his/her intention to retire by June 30, 2005 shall be paid a per diem rate for accumulated unused sick days based upon his/her current salary up to a maximum payment equal to 50% of his/her annual salary. Said payment shall be paid in three equal installments on September 1, beginning September 1, 2005.
5. For purposes of calculating the per diem rate of paragraphs 3 and 4 above, a 12 month employee's salary shall be divided by 260 and all other employee's salary shall be divided by 210.

**F. WORKSHOPS, CONFERENCES**

A secretary may apply to the Superintendent for permission to attend workshops, conferences or courses which relate to work assignment and which may or may not be scheduled during work time. If the Superintendent approves of the application, an employee shall be reimbursed for the costs incurred. The Superintendent's decision is not grievable.

**ARTICLE XVI  
CHANGE OF CLASSIFICATION OR POSITION**

- A. Should a secretarial vacancy arise, all secretaries shall be notified by posting and be given equal opportunity to apply for the position.

- B. When an employee changes classification the employee will not lose any years of service.
- C. Selection of the secretary to fill a vacancy will be at the sole discretion of the Board.

**ARTICLE XVII  
SENIORITY**

- A. Seniority is defined as the continuous length of service by an employee in a secretarial position in this school district.
- B. In the event of a reduction in force, non-tenured employees shall be the first employees reduced.

In the event it becomes necessary to reduce tenured employees, the least senior tenured employee shall be the first reduced, provided that at the time of the exercise of seniority, the remaining employees have the skill, ability and experience or training to perform the work which is required.

- C. Employees reduced shall be notified of any vacancy which occurs within twelve (12) months after such reduction. Notice shall be by letter, addressed to the employee's last known address. The employee shall notify the Board within fourteen (14) days if he/she desires to return to the job from which he/she was reduced or to an equivalent job. The employee shall maintain his/her seniority and shall be placed on the salary guide at the level corresponding to his/her seniority.
- D. Seniority and employees' rights under this Contract shall terminate for the following reasons: a) if the employee quits; b) if the employee is terminated and not ordered reinstated, c) if the employee fails to respond to a Notice of Job Vacancy as provided in the preceding paragraph; or d) after twelve (12) months from the date of reduction.

**ARTICLE XVIII  
EVALUATION PROCEDURE**

If an employee is evaluated, the following procedures shall be used:

- A. An employee shall receive a draft copy of his/her evaluation report.
- B. A conference to discuss the evaluation report shall be held between the employee and his/her evaluator. There shall be, at least, two (2) working days between the receipt of the draft copy of the report and the conference.
- C. Within five (5) working days after the conference, the employee shall receive

his/her finalized evaluation report.

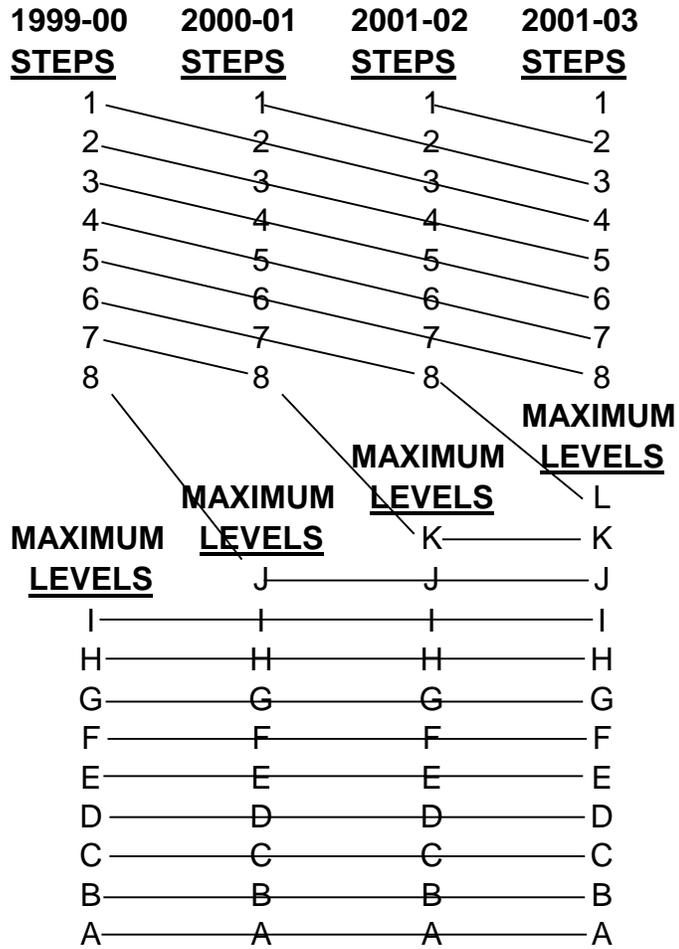
- D. Within five (5) working days after receipt of the final report, the employee shall sign the report. The signature shall only indicate receipt of a copy of the report and not agreement with the contents thereof.
- E. Within ten (10) working days of signing the report, the employee may submit a response to the report. The response shall be submitted to the Superintendent and shall be attached to the file copy of the report.

**ARTICLE XIX  
SALARY GUIDES**

Eligibility for longevity increases occur when secretaries attain maximum step:

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Longevity after 10 years	\$ 843	\$ 880	\$ 919
Longevity after 15 years	\$1,685	\$1,759	\$1,837
Longevity after 19 years	\$3,375	\$3,520	\$3,678

**SPRINGFIELD SECRETARIES & CLERKS  
SALARY GUIDE MOVEMENT PATTERN**



**SPRINGFIELD SECRETARIAL & CLERICAL EMPLOYEES  
SALARY GUIDE 2003 – 2004**

	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>	<u>Column E</u>	<u>Column F</u>	<u>Column G</u>
			12 month Bookkeeper Data Processing & Business Secretary/ Payroll	12 Month Clerk	10.5 month Office Support & 12 Month Child Study Team Secretary	Assistant Super- intendent Secretary	12 Month General Secretary
<u>Step</u>	<u>Secretary</u>	<u>Secretary</u>	<u>Payroll</u>	<u>Clerk</u>	<u>Secretary</u>	<u>Secretary</u>	<u>Secretary</u>
1	22,099	24,299	28,899	21,599	23,799	27,499	22,799
2	22,587	24,833	29,494	22,106	24,327	28,115	23,344
3	23,132	25,435	30,207	22,641	24,917	28,797	23,909
4	23,692	26,053	30,939	23,185	25,523	29,492	24,489
5	24,272	26,690	31,699	23,752	26,147	30,217	25,085
6	24,872	27,349	32,482	24,338	26,794	30,964	25,706
7	25,483	28,016	33,274	24,934	27,449	31,721	26,335
8	26,164	28,770	34,172	25,609	28,192	32,578	27,044

**MAXIMUM LEVELS**

M	26,870	29,553	35,096	26,300	28,956	33,461	27,779
L	27,531	30,282	35,742	26,952	29,485	34,072	28,466
K	28,419	31,253	36,675	27,816	30,227	34,931	29,377
J	29,326	32,246	37,637	28,697	31,010	35,835	30,314
I	30,165	33,147	38,499	29,502	31,679	36,606	31,158
H	31,093	34,132	39,444	30,380	32,421	37,465	32,087
G	32,223	35,288	40,667	31,495	33,405	38,601	33,264
F	33,501	36,802	42,090	32,753	34,534	39,907	34,594
E	34,282	37,680	42,892	33,535	35,164	40,633	35,419
D	35,035	38,527	43,659	34,288	35,767	41,330	36,216
C	36,620	40,266	45,329	35,839	36,620	42,316	37,850
B	38,153	41,950	46,939	37,338	37,430	43,253	39,432
A	40,199	44,209	49,199	39,346	38,776	44,807	41,557

**SPRINGFIELD SECRETARIAL & CLERICAL EMPLOYEES  
SALARY GUIDE 2004 – 2005**

	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>	<u>Column E</u>	<u>Column F</u>	<u>Column G</u>
			12 month Bookkeeper Data Processing & Business Secretary/ 12 Month Clerk		10.5 month Office Support & 12 Month Child Study Team Secretary	Assistant Super- intendent Secretary	12 Month General Secretary
<u>Step</u>	<u>Secretary</u>	<u>Secretary</u>	<u>Payroll</u>	<u>Clerk</u>	<u>Secretary</u>	<u>Secretary</u>	<u>Secretary</u>
1	22,820	25,100	29,900	22,280	24,580	28,400	23,510
2	23,321	25,643	30,497	22,794	25,115	29,020	24,060
3	23,837	26,207	31,125	23,329	25,672	29,670	24,636
4	24,411	26,842	31,878	23,894	26,295	30,390	25,231
5	25,003	27,494	32,650	24,467	26,935	31,123	25,844
6	25,614	28,166	33,452	25,066	27,594	31,888	26,473
7	26,248	28,862	34,278	25,684	28,276	32,677	27,128
8	26,893	29,566	35,115	26,313	28,967	33,475	27,792

**MAXIMUM LEVELS**

N	27,612	30,361	36,062	27,025	29,751	34,380	28,540
M	28,154	30,966	36,773	27,556	30,340	35,060	29,107
L	28,847	31,730	37,450	28,240	30,894	35,700	29,826
K	29,777	32,746	38,427	29,149	31,671	36,601	30,781
J	30,728	33,787	39,436	30,068	32,492	37,548	31,763
I	31,606	34,732	40,338	30,912	33,193	38,355	32,647
H	32,579	35,763	41,329	31,832	33,971	39,256	33,621
G	33,763	37,079	42,611	33,000	35,001	40,446	34,854
F	35,103	38,561	44,102	34,318	36,184	41,814	36,248
E	35,921	39,481	44,942	35,138	36,844	42,574	37,112
D	36,710	40,369	45,746	35,927	37,477	43,305	37,947
C	38,370	42,190	47,496	37,552	38,370	44,338	39,659
B	39,977	43,955	49,182	39,122	39,219	45,320	41,316
A	42,120	46,321	51,550	41,227	40,629	46,948	43,543

**SPRINGFIELD SECRETARIAL & CLERICAL EMPLOYEES  
SALARY GUIDE 2005 – 2006**

	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	<u>Column D</u>	<u>Column E</u>	<u>Column F</u>	<u>Column G</u>
			12 month Bookkeeper Data Processing & Business Secretary/ 12 Month Clerk		10.5 month Office Support & 12 Month Child Study Team Secretary	Assistant Super- intendent Secretary	12 Month General Secretary
<u>Step</u>	<u>Secretary</u>	<u>Secretary</u>	<u>Payroll</u>	<u>Clerk</u>	<u>Secretary</u>	<u>Secretary</u>	<u>Secretary</u>
1	23,580	25,950	30,960	23,000	25,400	29,350	24,250
2	24,088	26,495	31,561	23,518	25,946	29,978	24,816
3	24,617	27,068	32,191	24,061	26,511	30,633	25,397
4	25,161	27,664	32,854	24,626	27,099	31,319	26,005
5	25,768	28,334	33,650	25,221	27,756	32,078	26,633
6	26,393	29,022	34,464	25,827	28,432	32,852	27,280
7	27,038	29,732	35,311	26,459	29,128	33,660	27,944
8	26,707	30,466	36,183	27,111	29,849	34,494	28,635

**MAXIMUM LEVELS**

O	28,388	31,209	37,067	27,775	30,577	35,335	29,336
N	28,954	31,836	37,814	28,338	31,196	36,050	29,926
M	29,521	32,470	38,559	28,894	31,814	36,763	30,521
L	30,248	33,271	39,269	29,611	32,395	37,434	31,275
K	31,224	34,337	40,294	30,562	33,210	38,379	32,277
J	32,220	35,428	41,351	31,528	34,070	39,372	33,306
I	33,141	36,419	42,298	32,414	34,805	40,218	34,232
H	34,161	37,500	43,336	33,378	35,622	41,163	35,254
G	35,403	38,800	44,681	34,603	36,701	42,411	36,547
F	36,808	40,434	46,244	35,985	37,942	43,845	38,009
E	37,666	41,399	47,125	36,844	38,634	44,642	38,914
D	38,493	42,330	45,968	37,673	39,297	45,408	39,791
C	40,233	44,239	49,803	39,376	40,233	46,492	41,585
B	41,919	51,571	51,571	41,023	41,124	47,521	43,323
A	44,166	54,054	54,054	43,230	42,603	49,229	45,659

## **PART III TEACHERS**

### **ARTICLE XX PROFESSIONAL RESPONSIBILITIES AND RIGHTS**

#### **A. TIME AND FUNCTION**

##### **1. Elementary School Workday**

- a. Teachers shall check in at least fifteen (15) minutes before school begins and remain at least thirty (30) minutes following the dismissal of classes before checking out.
- b. Lunch period in the elementary school shall be sixty (60) minutes duty free, except as provided under Non-Teaching Duties.

##### **2. Middle School Workday**

- a. Teachers shall check in at least five (5) minutes before school begins and remain at least fifteen (15) minutes following the dismissal of classes before checking out. Teachers assigned to the Middle School will not be required to work more than a seven hour and 5 minute in-school workday, except as otherwise provided herein (example: meeting dates).
- b. The Middle School schedule will contain nine (9) periods inclusive of lunch and a home room period. The duration of the instructional periods will vary in length from 42 minutes to 47 minutes.
- c. The Middle School teachers shall have a forty-five (45) minute duty-free lunch period. Whenever possible, such lunch periods shall be scheduled during the same time that lunch is scheduled for the students in the Middle School.
- d. The Board may institute an early or late period. Teachers assigned thereto shall not be required to work more than a seven (7) hour and 5 minute in-school work day. Such early or late periods shall primarily be utilized for art, gifted and talented courses, music, media center and physical education and in isolated subject areas where due to scheduling constraints, students would otherwise not be able to take a full complement of electives. The Administration shall make every effort to avoid scheduling teachers for early or late periods on meeting days (Wednesdays, Section E.). If a teacher is normally scheduled to leave but has to wait for a

meeting, the teacher shall be given compensatory time off on another day equal to the time that the teacher waited for the meeting to start.

**3. High School Workday**

The regular high school workday shall contain the following elements:

- a. Seven (7) hours and five (5) minutes
- b. Each period shall be forty-three (43) minutes in duration
- c. Thirty (30) minutes duty-free lunch period
- d. Eight (8) periods comprised of:
  - (1) Five (5) instructional periods
  - (2) One (1) duty period
  - (3) One (1) preparation period
  - (4) One (1) teacher/pupil assistance communication period (TPAC)
- e. During the TPAC period, teachers will:
  - (1) Communicate with students and parents
  - (2) Meet with department chairs and/or counselors
  - (3) Meet with principal and/or vice-principal
  - (4) Participate in parent conferences
  - (5) Perform curriculum work
  - (6) Participate in subject resource center and/or individual student support
- f.
  - (1) Teachers who are assigned during their TPAC period to perform services in a subject area resource center or individual pupil support shall be compensated at the rate of \$25.00 per period to a maximum \$2,500.00 in any school year, which shall be added to the teachers' base salaries for pension purposes in accordance with the

Teachers Pension and Annuity Fund (TPAF) Rules and Regulations.

- (2) Teachers who are assigned to subject area resource centers shall be compensated at the rate of \$2,500 per year for five (5) periods per week throughout the school year. A teacher assigned to less than five (5) periods per week shall receive the appropriate pro-rata portion of \$2,500.
- g. Teachers who reach the \$2,500 maximum through payment of a combination of assignments rather than an annual assignment of five (5) classes per week shall also be compensated to a maximum of \$2,500 per annum. Should such a teacher reach that maximum amount prior to the end of the school year, he/she may be required to continue to perform such services through the remainder of the school year without additional compensation.
- h.
  - (1) Teachers may be assigned by the Board to a sixth (6<sup>th</sup>) instructional period in addition to the normal daily schedule described above. Teachers so assigned shall be compensated an additional one-fifth (1/5) of his/her annual salary.
  - (2) High School Science teachers may be assigned up to twenty-eight (28) instructional periods per week. Any high school science teacher who is assigned to more than twenty-five (25) instructional periods per week shall be relieved of his/her duty periods.
- 4. Exceptions for the time of departure are Fridays (except when a parent conference has been arranged), days preceding holidays, afternoons of P.T.A meetings, lunch duty days for elementary teachers, or when permission has been obtained from the principal or immediate supervisor.
- 5. It is understood that part of the teachers' professional responsibilities includes assisting students in extra help, and make-up, in addition to fulfilling his/her other professional responsibilities.

**B. PROFESSIONAL PERIODS**

- 1. Teachers in the middle school shall have a maximum of 28 teaching and/or duty periods per week, at least one professional period per day and two team planning periods per week.
- 2. In the elementary schools, when pupils are scheduled for art, music, library and physical education classes, the classroom teacher may use the

special period for planning. The principal may request the teacher to be present under extraordinary circumstances. This provision is contingent upon the availability of substitutes for special teachers, and every effort will be made to hire such substitutes.

In the elementary schools, the classroom teachers shall be provided one (1) planning period per day, wherever possible, of which one (1) such period shall be a team planning period.

3. Anticipating the professional cooperation of the staff in effecting this provision, regular teachers shall not be used as substitutes, thereby depriving them of his/her professional periods.
4. In cases where teachers are used as substitutes during his/her professional periods, they shall be paid as follows:

\$27.00 for 2003-04

\$28.00 for 2004-05

\$29.00 for 2005-06

5. In cases where the entire class is divided between two or more teachers, each teacher teaching any part of the split class shall receive the rate per period in Paragraph B. 4 above divided by the number of teachers involved, except that no individual shall receive less than one-third of the per period rate.

**C. STATUTORY SAVINGS CLAUSE**

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers thereunder shall be deemed to be in addition to those provided elsewhere.

**D. MEETING DATES**

Teachers may be required to remain after the end of the regular workday, without compensation, for the purpose of attending faculty, curriculum or professional meetings. Such meetings will be scheduled for Wednesdays. A teacher shall not be required to serve on more than one (1) curriculum committee at a time.

**E. RELEASE**

Teachers may be released from attending Wednesday curriculum committee meetings if they are participating in writing or revising curriculum during the school year. The Assistant Superintendent will advertise such projects at the beginning of the year. This curriculum writing could take place more intensely at

the beginning of the year. Once teachers have completed his/her curriculum work and had it approved by the Assistant Superintendent, they may be released from attending future curriculum meetings in that school year.

## **ARTICLE XXI NON-TEACHING DUTIES**

### **A. AIDES**

1. The Board acknowledges that a teacher's primary responsibility is to teach and his/her energies should, to the extent possible, be utilized to this end. Teacher aides may be hired as recommended by the building principal, approved by the Superintendent and authorized by the Board, to perform non-teaching duties.
2. The Board will hire aides for lunchroom duty in the schools. These aides will be under the direct supervision of the principal of each school.

### **B. LUNCH DUTY**

1. In the elementary schools, the principals will seek volunteers to assume lunch duty. In the event that there is an insufficient number of volunteers, the principal may schedule all staff members for lunch duty on a rotating basis, providing no teacher is deprived of a lunch period. The administration will use its best efforts to guarantee that teachers will not have more than two (2) lunch duty periods per month. Teachers who are scheduled for lunch duty shall accrue compensatory time equal to the time on duty. Teachers may leave one-half (½) hour early on days mutually agreed to by the teacher and building principal, to be taken as soon as practicable thereafter.
2. In the middle school, the principal may schedule teachers for lunchroom and playground supervision with his/her consent. However, if there is not a sufficient number of consenting teachers, then the principal will determine the assignment of teachers to such duties, providing the teachers are not deprived of a regular professional or lunch period.

### **C. PLAYGROUND SUPERVISION**

Before-school coverage of the playground shall be shared equally by all teachers, except librarians, in his/her respective buildings.

### **D. TRAVEL**

Whenever possible, administrators will provide ten (10) minutes for teachers to travel between buildings.

**ARTICLE XXII  
PROFESSIONAL DEVELOPMENT**

**A. TUITION GRANTS**

The program for special grants is a plan designated to help maintain instructional service at the highest level of quality and efficiency for certificated personnel. It is understood that satisfactory service is a prerequisite.

**B. ELIGIBILITY**

Teachers may apply to the Superintendent for the following non-cumulative grant, without regard to the number of credits said applicant may take per calendar year:

2003-04	\$2,248.00
2004-05	\$2,345.00
2005-06	\$2,450.00

The calendar year is defined in the same manner as the school budget year of July 1 through June 30. The tuition costs are those incurred outside school hours in connection with courses of study directly related to his/her work in the Springfield Schools. Non-tenured teachers shall be eligible to apply for grants during May of the first year and may begin the grant in the fall of his/her second year of employment. These grants shall be awarded according to the following principles:

**C. PROCEDURE**

1. The applicant must submit through the immediate supervisor to the Superintendent of Schools a brief outline of the purpose for which the grant is to be expended. If the proposed program is approved by the Superintendent, it is then brought to the attention of the Board of Education for consideration. The applicant will be notified of the Board's decision as soon as is practical, but in any case no later than December 1 for the spring semester and May 1 for the summer or fall semesters.
2. Application for the summer or fall semesters must be submitted to the immediate supervisor not later than March 1 of the year preceding the one in which the grant is to be expended. For the spring semester, applications must be submitted not later than November 1.
3. It is expected that those expending such grants shall not do so unless they plan to spend another year in the employ of the Springfield School District. In the event that the grant recipient resigns, except for resignation at retirement, within the school year immediately following the completion of the grant, the recipient shall reimburse the full amount of the grant to the Board.

4. Requests for payment of grants shall be submitted on the official form, accompanied by a regular voucher. Payment for said grants shall be contingent upon receiving a "C" grade or better.
5. Tuition fees received through Federal grants, etc., may not be duplicated by utilization of this policy. Tuition grants, subject to the above conditions, may be awarded during sabbatical leave.

**D. PROFESSIONAL DEVELOPMENT STANDARDS AND ACTIVITIES- 100 HOUR REQUIREMENT**

1. **Purpose**

The professional development program is for the purpose of increasing teacher expertise that culminates in enhanced student learning and attainment of the core curriculum standards, and also assists the employee in meeting the professional development standards established in the NJ Administrative Code.

2. **Local Professional Development Committee**

The Board agrees to establish a Professional Development Committee whose structure and function will be governed by New Jersey Administrative Code.

3. **Resources Provided to Committee by the Board**

- a. Secretarial - Where appropriate a secretary will be assigned to the committee for a maximum of 10 hours. If additional secretarial time is needed, the Chairman will request the need for additional time in writing from the Superintendent, and a decision will be based on the documented need.
- b. Budget - An operating budget of \$200 for supplies will be allocated for committee administrative work.
- c. Time - 1 hour per month of released time during the workday will be provided to teaching staff members serving on the committee (10 hours per year). In the event additional time is needed to conduct the business of the committee during the workday, special requests may be submitted to the Superintendent of Schools for his/her approval.

4. **Responsibilities, Rules, and Conduct of the Committee**

- a. The Committee will develop each year a list of its major responsibilities and goals, and select a chairperson who will have the responsibility of overseeing the meeting according to “Robert’s Rules of Order.”
- b. The Chairperson, with the input of the committee, will create an agenda for each meeting. He/she will also be responsible for forwarding materials to be discussed and the Agenda to the committee members one week prior to the meeting.
- c. The Chairperson shall submit a copy of all recommendations that result from the committee’s business to the County Professional Development Board and to the Superintendent within 10 days. It is also advisable that the Chairperson seek the Superintendent’s input to insure that the committee’s recommendations fall within budgetary parameters, district policy, and Board guidelines for district priorities.
- d. The Chairperson of the committee, if he/she is a member of the bargaining unit, will receive a stipend of \$250 for the additional work required for developing agendas, keeping minutes of the meetings, and conducting the business of the committee.
- e. Members of the committee, who are present for a minimum of 10 hours of committee meeting time, shall accrue 10 hours of professional development credit each year provided such service is identified in the PDP with the specific goals outlined. In the event the administrative guidelines exceed the 10 hour maximum, the members of the committee who exceed this maximum will accrue professional development credit in accordance with the State guidelines for each hour of additional service.

5. **Programs, Workshops, Seminars, Conferences, and In-Service**

- a. The district will provide a variety of professional development activities that meets state standards for “what counts” for professional development credit. These in-service workshops, conferences, and programs will be conducted with the intent to assist the employee in meeting the five-year requirement for professional development.
- b. Professional Development programs will be developed with the intent of meeting the state guidelines for professional development credit and district priorities.
- c. Credit for Advancement on Salary Guides

Professional Development Programs conducted outside of the regular workday and approved by the Superintendent or operated by the school district under the graduate credit equivalency program shall qualify for advancement on the salary guide. One graduate credit equivalent unit shall be accrued for 15 hours of in-class course work successfully completed.

- d. Expenses and Reimbursement for “out of district” workshops, seminars, and conferences

Staff requesting to attend a conference, seminar, or workshop must submit the Request Form and reports required by district policy and receive administrative approval to participate in the requested staff development activity. If the staff member is seeking reimbursement of expenses (i.e. registration fees, travel, etc.), these items must be itemized in the original request. Once approval is granted and the professional development activity is completed, the staff member must submit expense receipts attached to the purchase requisition approved by the supervisor and the required summary report if reimbursement of expenses is to be processed by the business office.

6. **Record Keeping of Professional Development Credit Hours**

- a. Each teacher will maintain a log of his/her professional development activities and credit hours on the appropriate district forms, and submit the record as part of the annual evaluation process and completion of his/her Professional Development Plan. The district will provide a summary of professional development credit as part of the annual summative evaluation.
- b. Discrepancies between the teacher’s record and the district’s record must be identified by the employee within 30 days of receipt of the official professional development credit record forwarded each year. This process will allow the district and employee an opportunity to adjust the record if necessary. If discrepancies are not identified within 30 days of receipt of the district record, the professional development credit records maintained by the district will be entered as the record of cumulative progress toward the 100 hour professional development requirement as specified in the NJ Administrative Code.

**ARTICLE XXIII  
TEACHER EVALUATION**

**A. FREQUENCY**

In accordance with the law, non-tenured teachers will be evaluated at least three times before April 30. Tenured teachers will be evaluated at least once during the school year before the annual conference.

**B. CONFERENCES**

1. An evaluation conference between the teacher and his/her supervisor will be held following each evaluation.
2. A professional improvement plan will be developed jointly by a teacher and his/her principal at the annual conference which will be conducted during the month of May. Teachers who work in more than one building shall be required to develop one Professional Improvement Plan. Such plan shall be developed in the building in which the teacher spends the greater amount of time.

**C. OBSERVATION/EVALUATION REPORTS**

Upon request, teachers may receive a draft copy of observation/evaluation reports at least two (2) days in advance of the conference to discuss the report. It is recognized that it is preferable and desirable for a teacher and his supervisor to meet to discuss the report before it is reduced to final form.

**D. UNIFORMITY**

Evaluation materials and practices will be uniform for the entire district.

**ARTICLE XXIV  
SABBATICAL LEAVE**

**A. PURPOSE**

The policy of sabbatical leave is a plan designed to help maintain and improve the quality and efficiency of instruction services to the children of the Springfield Public Schools. This privilege is granted to certificated employees in order that they may extend their professional competence and thus better serve the school district.

**B. APPLICATION**

Preliminary application for sabbatical leave shall be made prior to December 15 of the academic year previous to the year for which the leave of absence is desired. The purpose, date of this application, and length of service will be factors in determining the number of grants within the budgetary limits for that year. The final application must be submitted by February 15. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments. The Board shall give notice of the approval for sabbatical leave, or rejection, together with an explanation thereof, no later than April 1 of the year previous to the academic year for which the leave is requested.

### C. **CONDITIONS**

1. Since the policy for sabbatical leave is solely to promote the more efficient conduct of the schools, no application for such leave shall be recommended by the Superintendent or approved by the Board unless, after considered judgment, the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.
2. During any sabbatical leave, the employee shall not engage in any employment for remuneration without approval of the Superintendent and shall devote the major portion of his/her time and effort toward the purpose of the grant.
3. As a condition of sabbatical leave, the employee shall agree that if he/she does not continue in service for two years after expiration of the leave of absence, he/she shall be required to repay the Board a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the subsequent two years of service bears to the full two years, unless such employee is incapacitated, has been discharged without cause, or has been released by the Board from this obligation.
4. If the Superintendent has reason to believe that an employee on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he/she shall report this fact to the Board. The Board may eliminate the leave of absence for non-fulfillment of purpose after giving the employee involved the opportunity of a hearing.
5. If a teacher on sabbatical leave shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent. The Superintendent shall, after considering her doctor's report, recommend to the Board whether or not the leave shall continue, dependent upon the probability of the successful completion of the sabbatical program. Transfer to maternity leave shall be governed by the maternity leave

policy.

6. An employee on sabbatical shall submit to the Superintendent one interim report that states the courses or the activities that he/she is engaged in while on leave.

**D. ELIGIBILITY**

1. Any employee who has completed seven (7) or more years of satisfactory service in the Springfield Public Schools may, on the recommendation of the Superintendent and the approval of the Board, be granted a leave of absence for one academic year or one-half ( $\frac{1}{2}$ ) of an academic year for the purpose of professional improvement through study and research. Such study shall be directly connected with his/her work in the school system. The employee's application for a sabbatical shall outline in detail the proposed professional study plan for administrative review.
2. Any employee shall be eligible for another sabbatical leave after he/she has had seven (7) additional school years of service in the Springfield district. This time limit may be waived at the discretion of the Board.

**E. SALARY**

The recipient shall receive, in lieu of salary, a sum equal to two-thirds ( $\frac{2}{3}$ ) of the salary to which the teacher would otherwise be entitled if not on leave, less such regular deduction for Government income tax, Teachers Pension and Annuity Fund and other deductions as required by law or that are customary in the District. Said sum shall be paid in installments in accordance with the general time schedule for payment of salaries to employees in the regular employ of the school system.

**F. RETURN**

1. An employee on sabbatical leave shall notify the Superintendent in writing on or before March 1 of that year of his/her intention to return to duty. Failure to give such information on the part of the employee on leave will be interpreted as an indication that such employee does not wish to return to the employ of the Board. Every employee on sabbatical leave shall present a written report to the Superintendent covering the studies engaged in while on sabbatical leave and the benefits anticipated therefrom. Such report is due prior to August 1, but in no event later than two months after the completion of the sabbatical program.
2. Upon satisfactory completion of the sabbatical leave, the employee will be returned to service at a salary on the same basis as if he/she had rendered continued and satisfactory service in the school system during the interim.

**ARTICLE XXV**  
**PROMOTIONS, VACANCIES OR REDUCTIONS IN FORCE**

**A. POSTING POSITIONS**

1. During the school year, when the Superintendent is aware that a vacancy will exist in a professional position which the Board decides to fill, the Superintendent shall post a notice of this vacancy in each building. Professional positions shall include after school advising, coaching, teaching and similar positions for which a stipend is paid. This notice shall be posted at least fifteen (15) days before the final date when applications must be submitted.
2. During the summer, if a professional position becomes vacant, the Superintendent shall mail a notice of this vacancy to the Association President or his/her designee at least fifteen (15) days before the final date when applications must be submitted.
3. Provisions of the above items do not apply where a member of the Unit resigns without thirty (30) days notice.
4. Teachers desiring a change in grade and/or subject assignment may file a written statement to this effect with the Superintendent.

**B. FILLING POSITIONS**

It is recognized that appointment to the vacancy will be made at the discretion of the Board, and that the Board is not limited to making appointments from within the district.

**C. REDUCTION IN FORCE**

If a reduction in personnel is being considered which will result in the layoff of a teacher, the Board or its designee shall notify the teacher affected as soon as practical before the layoff is to take place, but in no event later than May 15 of that school year. The Board shall retain the prerogative to determine reduction in force.

**ARTICLE XXVI**  
**TEACHER ASSIGNMENT AND TRANSFERS**

**A. NOTIFICATION**

1. All presently employed teachers' shall be given written notice of their class, subject, building and room for the forthcoming year no later than June 1, whenever possible. In the absence of this notification it may be

assumed that the teachers' assignment, remain the same.

2. If a teacher is transferred from one building to another or is moved from one room to another within a building, the teacher shall be entitled to the assistance of an aide to pack and unpack materials and supplies. The Board shall arrange to have the teacher's materials and supplies moved to the new location. All arrangements to meet the provisions of this paragraph shall be made by the building principal.
3. If a teacher is assigned to a new subject area, then supplies, textbooks and curriculum materials will be delivered to the teacher's classroom before the start of the school year.

**B. CLARIFICATION MEETINGS**

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him/her. The teacher may, at his/her option, have an Association representative present at such meeting.

**C. QUALIFICATIONS**

It is recognized that circumstances may occur after June 1 which may require a change in above assignment or make it impractical to have the meeting referred to in B above. Involuntary transfers or reassignments shall not be made arbitrarily, capriciously or for punitive reasons.

**D. REPLACEMENT ASSIGNMENTS**

When a teacher covered under this Contract dies, resigns or takes an unpaid leave of absence for the remainder of the school year and the Board decides to fill such vacancy, and such event occurs prior to June 1, the Board shall fill the vacancy with a contractual appointment, based on salary guide with benefits; provided that no benefits shall be provided if the teacher on the unpaid leave of absence is receiving benefits. Selection of the appointee will be made at the discretion of the Board.

**E. NON-CERTIFIED PERSONNEL**

Specialists-in-residence hired on a part-time basis for the entire school year shall be limited to three (3). Other specialists may be hired to provide services to the system and each of these will be limited to an individual residence period of thirty (30) hours.

**ARTICLE XXVII  
ABSENTEE POLICY**

**A. DEFINITION OF TERMS**

All references in this Article to "days" shall mean teaching or working days.

A day's salary for teachers shall be defined at 1/200 of the annual salary, and in no instance where a deduction is made from a salary shall the deduction be greater than the regular wage of the individual for the day involved.

The provisions of each section of this policy operate independently of all other sections.

**B. PERSONAL ILLNESS**

Sick leave with full pay during any school year shall be granted employees of the Board as follows:

1. The sick days allowance for the non-tenured employees shall be the same as that for tenured employees: 20 days.
2. Each year any unused portion of the first fifteen (15) days leave shall be cumulative without limit.
3. Absences on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.
4. For employees who are suffering from an extended illness and are under the continuous care and treatment of an attending physician, sick leave in excess of that provided under (1) and (2) may be allowed, subject to Board approval. Up to 20 days time may be allowed for each completed year of service by the employee on sick leave, and limited to 10 months in any current 10 year period. A deduction equivalent to the substitute teacher salary rate shall be made from such payments.
5. Absence for illness in excess of five (5) consecutive days must be certified by the attending physician. In the case of frequent or intermittent illness the Board or Superintendent will require the employee to submit a certificate of illness from the attending physician, or submit to an examination or examinations by the school physician.
6. Upon written request from an employee, a written accounting of that employee's accumulated sick leave will be provided.

**C. ILLNESS IN THE FAMILY**

For absence due to a serious illness of anyone, not in the employ of the employee, living in the employee's immediate household or a mother, father, sibling or child, full pay for not more than five (5) days in each school year shall be paid the employee. Days needed for this purpose will be deducted from the accumulated sick leave allowance which is in excess of that which is stipulated as mandatory by New Jersey State Law. Such absence shall be approved by the Superintendent. If there is no such accumulation of sick leave, such pay shall be subject to the deduction of salary paid a substitute.

**D. DEATH**

1. Absences because of death in the employee's immediate household or the employee's spouse, children, parents, grandparents, grandchildren, brothers and sisters, including father-in-law and mother-in-law, shall be allowed with full pay for a period not exceeding five (5) days in each such case.
2. Absences due to death of any other family member will be permitted with full pay for the day of the funeral.

**E. PROFESSIONAL BUSINESS**

1. Two days' leave of absence with pay may be granted for school business, if application is made in writing and approved by the principal and the Superintendent.
2. Application for more extended leave for school purposes shall be made in writing and shall require Board approval.

**F. PERSONAL BUSINESS**

1. An employee will be granted, if needed, two (2) personal business days per year, which shall be with full pay, to accomplish legitimate business requirements that cannot be attended to on other than the normal workday. His/her principal, or immediate supervisor, shall be notified three (3) days in advance in writing without reason stated, unless an unforeseen emergency arises. When used for emergency purposes the reason shall be submitted. A personal business day shall not be granted for a day preceding or the day following holidays or vacations, and the first and last day of the school year, except by special approval from the Superintendent.
2. Unused personal days will be accumulated as additional sick leave days; however, in no event shall more than fifteen (15) days be accumulated in

any school year.

## G. MATERNITY LEAVE

### 1. Notification

- a. An employee of the Board shall notify her principal or other supervisor of her intent to take a maternity leave of absence no later than sixty (60) calendar days prior to the date on which she intends to leave. Such notification will be accompanied by a written statement from her doctor. The leave of absence shall begin on the date stipulated by the employee, subject to her continued ability to perform all professional responsibilities as determined by her doctor.
- b. At the time an employee applies for said leave, she shall also submit the date on which she expects to return to employment. The leave for a tenured teacher may extend up to one (1) year following the birth of the child, plus as much time as may be required for her to return on the next succeeding September 1. For a non-tenured teacher the leave may not extend beyond the end of her contract period. The Board will grant such a leave of absence without pay, except as provided in paragraph "2" below. The teacher may return to her position prior to the expected date of return upon sixty (60) calendar days advance written notice to the Superintendent.

### 2. Period of Disability

Under normal conditions pregnancy shall be deemed to be a temporary disability during the four (4) weeks immediately preceding the expected birth of the child and four (4) weeks following the termination of the pregnancy. For the period of disability related to the pregnancy and childbirth, the teacher may elect to use her accumulated sick leave up to a maximum of eight (8) weeks.

### 3. Childrearing Leave

Any employee who must care for his/her infant child shall be granted a childrearing leave under the same terms and conditions as detailed in sections G.1.a. and G.1.b. above.

## H. CHILD ADOPTION

Any teacher adopting a child shall be eligible to receive leave similar to maternity leave. Any teacher planning adoption should notify the Superintendent upon submitting legal application for adoption. Said leave shall commence upon his/her

receiving de facto custody of said child or earlier, if necessary to fulfill the requirements for adoption.

**I. JUDICIAL PROCEEDINGS**

Absences from school by reason of subpoena by any court shall be allowed with full pay, providing a copy of the subpoena is shown to the Superintendent. If an employee is a party to a suit and is required to appear in court, absence from school shall be with pay less deductions for substitutes.

**J. QUARANTINE IN CONTAGIOUS DISEASES**

1. When such quarantine is not because of personal illness, the employee shall be allowed full pay, providing the certificate is filed with the Superintendent.
2. When the quarantine is because of personal illness, Section "B" shall apply.

**K. OPTIONAL LEAVE**

On the recommendation of the Superintendent, absence in excess of that referred to in Sections "B" through "I" may be reviewed by the Board for special consideration, but there shall be no deviation from these rules except by vote of the Board.

**ARTICLE XXVIII  
TEACHER-ADMINISTRATIVE-BOARD COMMITTEE**

**A. PURPOSE**

The major concern of any school district is to promote the educational welfare of all of its students. In accordance with this purpose the committee shall function to:

1. Discuss openly and informally any educational issue pertinent to the Springfield School System.
2. Foster a spirit of professional growth and develop a concept of mutual cooperation and understanding.

**B. REPRESENTATION**

1. Members of this committee shall be individuals who represent the Board, the Administration and the Teachers.
2. The Board shall be represented by four members appointed by the Board.

The Administration shall be represented by the Superintendent and a principal as selected by the Principals' group. The Teachers shall be represented by a representative from each school, and a representative from special services. All teacher representatives shall be appointed by the Association's President.

**C. RESPONSIBILITIES OF THE SUPERINTENDENT**

1. To convene meetings of the TAB Committee at the request of:
  - a. The Teachers' representatives
  - b. The Board representatives
  - c. The Principals' representative
  - d. The discretion of the Superintendent
2. To act as chairperson at all meetings of the TAB Committee.
3. To prepare an agenda for each meeting in relation to the stated purpose of the Committee.
4. To notify each member of the TAB Committee in writing at least five (5) days prior to the date of the meeting.
5. A member of the TAB Committee will keep minutes of the meeting and send copies to the Board President, the Superintendent, the President of the Association, and all TAB members.

**D. RESPONSIBILITIES OF THE COMMITTEE MEMBERS**

1. To facilitate the preparation of the agenda all items should be submitted Superintendent, with copies sent to the administrative representative and the Association TAB chairperson. All items shall be submitted ten (10) days prior to any scheduled TAB meeting.
2. To gather facts to provide for a complete understanding of each item to be discussed.
3. To discuss all tenable solutions to the items presented.
4. To reach a consensus among all Committee members.
5. With agreement of at least 7 members, an advisor may be invited to attend a meeting of this committee.
6. To report findings and recommendations to his/her respective groups.

**ARTICLE XXIX  
FAIR DISMISSAL PROCEDURE**

**A. NOTIFICATION OF STATUS**

On or before May 15 of each year, the Board or its designee shall give to each non-tenured staff member continuously employed by it since the preceding September 30 either:

1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
2. A written notice that such employment shall not be offered.

**B. REASONS**

Any non-tenured teacher who receives a notice that such employment will not be offered may, within fifteen (15) days thereafter in writing, request a statement of reasons for such non-employment from the Superintendent which statement shall be given to the teacher in writing within fifteen (15) days after receipt of such request.

**C. INFORMAL CONFERENCE**

Whenever a non-tenured teaching staff member has requested in writing and has received a written statement of reasons for non-re-employment, he/she may request in writing an informal appearance before the Board. Such written request must be submitted to the Board within ten (10) calendar days of receipt of the Board's statement of reasons. Such an informal appearance shall be scheduled within thirty (30) calendar days from receipt of the Board's statement of reasons.

**D. BOARD DETERMINATION**

Within three (3) days following the informal appearance, the Board shall notify the affected teaching staff member, in writing, of its final determination.

**E. FAILURE TO COMPLY**

Should the Board fail to give a non-tenured teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered within the time and in the manner provided by this Article, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

**F. NOTIFICATION OF INTENTION TO RETURN**

If the teacher desires to accept such employment, he/she shall notify the Board of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the teacher.

**G. BOARD DISCRETION**

The Board retains full discretionary authority to decide whether any particular non-tenured teacher should or should not be re-engaged. Its determination need not be grounded on unsatisfactory classroom or professional performance.

**H. PROCEDURE**

A non-tenured teacher shall not be entitled to a formal hearing nor shall the matter be subject to the grievance or arbitration provisions of this Agreement.

**ARTICLE XXX  
SALARIES AND OTHER COMPENSATION**

**A. SALARY GUIDES**

The salary guides for all teachers are set forth in Schedule A which is attached hereto and made a part hereof.

**B. UNUSED SICK DAYS**

1. Except as set forth in paragraphs 3 and 4 below, a teacher who retires pursuant to N.J.T.P.A.F. shall be paid for accumulated unused sick days at the rate of:

	<u>PER DAY</u>	<u>MAXIMUM</u>
2003-04	\$67.50	\$7,426
2004-05	\$70.40	\$7,744
2005-06	\$73.57	\$8,093

2. If an employee dies prior to retirement, his/her estate shall receive the above payment.
3. A teacher who notifies the Board in writing by January 1, 2004 of his/her intention to retire by June 30, 2004 shall be paid a per diem rate for accumulated unused sick days based upon his/her current salary up to a maximum payment equal to 50% of his/her annual salary. Said payment shall be paid in three equal installments on September 1, beginning September 1, 2004.
4. A teacher who notifies the Board in writing by January 1, 2005 of his/her intention to retire by June 30, 2005 shall be paid a per diem rate for accumulated unused sick days based upon his/her current salary up to a maximum payment equal to 50% of his/her annual salary. Said payment shall be paid in three equal installments on September 1, beginning September 1, 2005.
5. For purposes of calculating the per diem rate of paragraphs 3 and 4 above, a teacher's salary shall be divided by 200.

**C. EXTRA SERVICE**

Counselors who provide educational services approved by the Superintendent following the end of the school year shall be compensated at the rate of \$44/hour for 2003-2004, \$45/hour for 2004-2005 and \$46/hour for 2005-2006.

**D. DOCTORATE**

Employees with earned doctorates shall be paid an additional \$1,700 for each year during the term of this Agreement.

**E. CREDIT FOR SERVICE**

It is the District's practice that newly appointed teachers are not credited for work performed in a private school. Additionally, it is the District's practice that new teachers may receive public school credit at the time of initial hiring in accordance with an agreement between the prospective employee and the Board.

**ARTICLE XXXI  
AFTER-SCHOOL ACTIVITIES**

**A. DETERMINATION**

The existence and scope of the after-school extracurricular activities and the assignments thereto shall be as determined by the Board on recommendation of administration.

**B. EXTRACURRICULAR ACTIVITIES**

During a school year, if there are after-school extracurricular activities, not mentioned on Schedule E, the program is to be conducted five minutes after dismissal of school. Where these hours may not apply, as in the case of an evening club activity, the hours will be established with administrative approval. No teacher will be involuntarily assigned if there are volunteers available. If any new club is proposed, a stipend negotiated between the SEA and Superintendent will be in place prior to Board approval.

Any approved elementary after school activities will be compensated at \$38/hour for 2003-2004, \$39/hour for 2004-2005, and \$40/hour for 2005-2006.

**C. PROCEDURE**

Teachers will submit hours worked on these activities to the Superintendent of Schools by the fifth (5th) day of each month and shall be paid at the next regular pay period.

**ARTICLE XXXII  
OVERNIGHT FIELD TRIPS**

A. The teachers participating in overnight field trips shall be compensated at the rate of:

2003-04	\$195.00
2004-05	\$204.00
2005-06	\$213.00

B. The coordinator (maximum of two) shall be compensated at the rate of:

2003-04	\$223.00
2004-05	\$232.00
2005-06	\$243.00

**ARTICLE XXXIII  
SUMMER SCHOOL**

**A. EXISTENCE AND SCOPE**

The existence and scope of the summer school program shall be prescribed by the Board. If any course is under-subscribed in the opinion of the Board, the Board shall reserve the right to cancel the proposed offering.

**B. NOTICE OF OPENINGS**

In order to implement the summer school program, the Superintendent shall send to each teacher a list of proposed classes and an application.

**C. APPLICATION**

Teachers interested in a summer school position shall submit a written application to the Superintendent indicating the classes for which they wish to be considered, or for the position of director or coordinator.

**D. POSTING POSITION**

When positions for summer school have been filled, the Superintendent shall notify each applicant of his/her appointment or non-appointment.

**E. SALARY**

Teaching Summer School	\$44.00/hour for summer 2004, \$45/hour summer 2005, \$45/hour for summer 2006
Summer School Director	\$5,000 for summer program 2004, \$5,050 for summer program 2005, \$5,100 for summer program 2006 (4 week summer program.)

**ARTICLE XXXIV  
OTHER ACTIVITIES**

A. Teachers who write curriculum during the summer shall be compensated at the rate of \$33.00/hour, \$34.00/hour, \$35.00/hour. The total compensation for any curriculum project will be established prior to the start of any work.

B. Teachers who conduct staff development activities during the summer shall be compensated at the rate of \$44.00/hour, \$45.00/hour, \$46.00/hour.

**ARTICLE XXXV  
MISCELLANEOUS BENEFITS**

**A. CHILDREN OF STAFF**

Children of staff members who live out of the district may attend the Springfield Public Schools at the tuition rate set by the Board annually, provided that the children receive only in-district services in a placement within the district public schools, at the Superintendent's discretion.

**SPRINGFIELD TEACHERS  
SALARY GUIDE MOVEMENT PATTERN**

<b>1999-00</b>	<b>2000-01</b>	<b>2001-02</b>	<b>2001-03</b>
<b><u>STEPS</u></b>	<b><u>STEPS</u></b>	<b><u>STEPS</u></b>	<b><u>STEPS</u></b>
0	0	0	0
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
		<b><u>MAXIMUM</u></b>	<b><u>LEVELS</u></b>
	<b><u>MAXIMUM</u></b>	<b><u>LEVELS</u></b>	<b><u>LEVELS</u></b>
<b><u>MAXIMUM</u></b>	<b><u>LEVELS</u></b>	<b><u>LEVELS</u></b>	<b><u>LEVELS</u></b>
			U
		T	T
	S	S	S
R	R	R	R
Q	Q	Q	Q
P	P	P	P
O	O	O	O
N	N	N	N
M	M	M	M
L	L	L	L
K	K	K	K
J	J	J	J
I	I	I	I
H	H	H	H
G	G	G	G
F	F	F	F
E	E	E	E
D	D	D	D
C	C	C	C
B	B	B	B
A	A	A	A

**SPRINGFIELD TEACHERS  
SALARY GUIDE 2003 – 2004**

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6<sup>TH</sup></u>
0	43,150	47,550	52,100
1	43,737	48,202	52,806
2	44,335	48,858	53,525
3	44,939	49,523	54,258
4	45,550	50,202	54,998
5	46,389	51,124	56,009
6	47,634	52,494	57,515
7	49,189	53,862	58,976
8	50,889	55,729	61,021
9	52,081	57,064	62,511
10	52,503	57,639	63,017
11	52,928	58,024	63,539
12	53,379	58,524	64,069
13	53,843	59,034	64,613
14	54,321	59,549	65,164

**MAXIMUM LEVELS**

V	54,732	59,985	65,623
U	55,252	60,541	66,183
T	55,819	61,229	66,919
S	56,752	62,735	68,146
R	57,915	63,771	69,129
Q	59,341	65,483	70,810
P	60,897	67,222	72,706
O	62,432	68,645	74,051
N	63,515	69,593	74,862
M	65,152	71,148	76,335
L	66,740	72,643	77,760
K	68,257	74,080	79,133
J	68,615	76,006	81,021
I	69,096	77,212	82,135
H	70,855	78,893	83,777
G	72,583	81,175	86,971
F	75,307	84,088	89,260
E	78,800	87,556	92,315
D	82,748	91,507	96,315
C	86,915	95,672	100,478
B	91,192	99,942	104,746
A	95,462	104,213	109,026

**SPRINGFIELD TEACHERS  
SALARY GUIDE 2004 – 2005**

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6<sup>TH</sup></u>
0	44,303	48,806	53,509
1	44,905	49,483	54,219
2	45,515	50,162	54,953
3	46,137	50,845	55,702
4	46,767	51,537	56,464
5	47,402	52,244	57,234
6	48,275	53,203	58,286
7	49,951	55,049	60,314
8	51,583	56,483	61,847
9	53,366	58,441	63,991
10	54,616	59,841	65,554
11	55,058	60,339	66,084
12	55,504	60,847	66,632
13	55,977	61,372	67,187
14	56,463	61,908	67,757

**MAXIMUM LEVELS**

W	56,964	62,447	68,335
V	57,395	62,905	68,817
U	57,831	63,367	69,271
T	58,424	64,087	70,041
S	59,401	65,663	71,326
R	60,040	66,109	71,663
Q	61,516	67,883	73,406
P	63,130	69,686	75,371
O	64,722	71,161	76,766
N	65,844	72,144	77,607
M	67,540	73,756	79,133
L	69,187	75,306	80,607
K	70,759	76,796	82,034
J	71,130	78,792	83,991
I	71,628	80,043	85,147
H	73,453	81,785	86,849
G	75,244	84,150	90,159
F	78,068	87,171	92,532
E	81,689	90,766	95,752
D	85,782	94,861	99,846
C	90,101	99,179	104,161
B	94,535	103,606	108,587
A	98,962	108,034	113,023

**SPRINGFIELD TEACHERS  
SALARY GUIDE 2005 – 2006**

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6<sup>TH</sup></u>
0	45,767	50,408	55,305
1	46,393	51,109	56,034
2	47,023	51,818	56,777
3	47,660	52,528	57,547
4	48,310	53,244	58,330
5	48,973	53,969	59,128
6	49,639	54,708	59,934
7	50,553	55,713	61,035
8	52,308	57,646	63,160
9	54,017	59,148	64,764
10	55,884	61,198	67,010
11	57,192	62,664	68,646
12	57,656	63,186	69,201
13	58,122	63,718	69,775
14	58,617	64,266	70,356

**MAXIMUM LEVELS**

X	59,127	64,828	70,953
W	59,651	65,393	71,558
V	60,103	65,872	72,063
U	60,559	66,356	72,538
T	61,180	67,111	73,345
S	62,203	68,760	74,690
R	62,870	69,228	75,044
Q	63,900	70,510	76,246
P	65,572	72,382	78,286
O	67,224	73,914	79,736
N	68,391	74,933	80,609
M	70,152	76,610	82,195
L	71,863	78,220	83,729
K	73,496	79,766	85,208
J	73,882	81,841	87,241
I	74,400	83,139	88,441
H	76,295	84,950	90,209
G	78,155	87,406	93,647
F	81,088	90,543	96,111
E	84,850	94,278	99,456
D	89,100	98,531	103,708
C	93,587	103,015	108,190
B	98,191	107,613	112,786
A	102,790	112,213	117,395

**SCHEDULE E  
EXTRA CURRICULAR ACTIVITIES**

**ATHLETICS**

<u>Category</u>	<u>Position</u>	<u>Number of</u>			
		<u>Positions</u>	<u>2003 – 04</u>	<u>2004 – 05</u>	<u>2005 – 06</u>
A	Head Football	0	\$ 0.00	\$ 0.00	\$ 0.00
B	Head Basketball (B)	1	\$7,400.00	\$7,400.00	\$7,400.00
	Head Basketball (G)	1	\$7,400.00	\$7,400.00	\$7,400.00
	Head Spring Track (B)	1	\$7,000.00	\$7,000.00	\$7,000.00
	Head Spring Track (G)	1	\$7,000.00	\$7,000.00	\$7,000.00
	Head Wrestling	0	\$ 0.00	\$ 0.00	\$ 0.00
C	Head Baseball	1	\$6,000.00	\$6,050.00	\$6,100.00
	Head Softball	1	\$6,000.00	\$6,050.00	\$6,100.00
	Head Soccer (B)	1	\$6,000.00	\$6,050.00	\$6,100.00
	Head Soccer (G)	1	\$6,000.00	\$6,050.00	\$6,100.00
	Head Gymnastics	1	\$6,000.00	\$6,050.00	\$6,100.00
	Head Field Hockey	0	\$ 0.00	\$ 0.00	\$ 0.00
D	Head Ice Hockey	1	\$5,500.00	\$5,550.00	\$5,600.00
	Head Winter Track	1	\$5,400.00	\$5,450.00	\$5,500.00
	Head Swimming	1	\$5,000.00	\$5,050.00	\$5,100.00
E	Head Tennis (B)	1	\$4,500.00	\$4,550.00	\$4,600.00
	Head Tennis (G)	1	\$4,500.00	\$4,550.00	\$4,600.00
	Head Volleyball	1	\$4,500.00	\$4,550.00	\$4,600.00
	Head Cross Country (B)	1	\$4,500.00	\$4,550.00	\$4,600.00
	Head Cross Country (G)	1	\$4,500.00	\$4,550.00	\$4,600.00
F	Head Cheerleading (W)	1	\$3,250.00	\$3,300.00	\$3,350.00
	Head Golf	1	\$2,700.00	\$2,750.00	\$2,800.00
	Head Bowling	0	\$ 0.00	\$ 0.00	\$ 0.00
G	Head Cheerleading (F)	1	\$2,850.00	\$2,900.00	\$2,950.00
AA	Asst. Football	2	\$6,000.00	\$6,000.00	\$6,000.00
BB	Asst. Basketball (B)	3	\$5,100.00	\$5,150.00	\$5,200.00
	Asst. Basketball (G)	2	\$5,100.00	\$5,150.00	\$5,200.00
	Asst. Wrestling	0	\$ 0.00	\$ 0.00	\$ 0.00
CC	Asst. Spring Track (B)	1	\$4,600.00	\$4,650.00	\$4,700.00
	Asst. Spring Track (B)	1	\$4,600.00	\$4,650.00	\$4,700.00

Asst. Baseball	1	\$4,100.00	\$4,150.00	\$4,200.00
Asst. Softball	1	\$4,100.00	\$4,150.00	\$4,200.00
CC Asst. Soccer (B)	1	\$4,100.00	\$4,150.00	\$4,200.00
Asst. Soccer (G)	1	\$4,100.00	\$4,150.00	\$4,200.00
Asst. Field Hockey	0	\$ 0.00	\$ 0.00	\$ 0.00
Asst. Gymnastics	0	\$ 0.00	\$ 0.00	\$ 0.00
DDAsst. Swimming	1	\$3,000.00	\$3,050.00	\$3,100.00
EE Asst. Winter Track (B)	1	\$2,600.00	\$2,650.00	\$2,700.00
Asst. Winter Track (G)	1	\$2,600.00	\$2,650.00	\$2,700.00
Asst. Tennis (B)	1	\$2,500.00	\$2,550.00	\$2,600.00
Asst. Tennis (G)	1	\$2,500.00	\$2,550.00	\$2,600.00
Asst. Volleyball	1	\$2,500.00	\$2,550.00	\$2,600.00
Asst. Cross Country	0	\$ 0.00	\$ 0.00	\$ 0.00
FF Asst. Cheerleading (W)	1	\$2,750.00	\$2,800.00	\$2,850.00
Asst. Cheerleading (F)	1	\$2,350.00	\$2,400.00	\$2,450.00
Asst. Ice Hockey	2	\$2,000.00	\$2,050.00	\$2,100.00
G* Athletic Trainer/Equipment Manager (F)	1	\$5,800.00	\$5,850.00	\$5,900.00
Athletic Trainer/Equipment Manager (W)	1	\$5,800.00	\$5,850.00	\$5,900.00
Athletic Trainer/Equipment Manager (S)	1	\$5,800.00	\$5,850.00	\$5,900.00
H* FMG Athletic Coordinator	1	\$3,300.00	\$3,300.00	\$3,300.00
I* FMG Soccer (B)	1	\$3,300.00	\$3,350.00	\$3,400.00
FMG Soccer (G)	1	\$3,300.00	\$3,350.00	\$3,400.00
FMG Basketball (B)	1	\$3,300.00	\$3,350.00	\$3,400.00
FMG Basketball (G)	1	\$3,300.00	\$3,350.00	\$3,400.00
FMG Baseball	1	\$3,300.00	\$3,350.00	\$3,400.00
FMG Softball	1	\$3,300.00	\$3,350.00	\$3,400.00

## OTHER

Hourly – w/no maximum hours per event

J Crowd Control	\$ 21.00	\$ 22.00	\$ 23.00
Weight Room Supervisor	\$ 21.00	\$ 22.00	\$ 23.00
Ticket Seller	\$ 21.00	\$ 22.00	\$ 23.00
Camerman	\$ 21.00	\$ 22.00	\$ 23.00
Film Editor	\$ 21.00	\$ 22.00	\$ 23.00

Announcer		\$ 21.00	\$ 22.00	\$ 23.00
Timer		\$ 21.00	\$ 22.00	\$ 23.00
Chaperone		\$ 21.00	\$ 22.00	\$ 23.00
Sunset School		\$ 21.00	\$ 22.00	\$ 23.00
Detention		\$ 21.00	\$ 22.00	\$ 23.00
K Site-manager		\$ 31.00	\$ 32.00	\$ 33.00
Concert Director		\$ 31.00	\$ 32.00	\$ 33.00

#### CO-CURRICULAR

L JDHS Yearbook	1	\$3,350.00	\$3,400.00	\$3,450.00
JDHS Newspaper	1	\$3,350.00	\$3,400.00	\$3,450.00
JDHS AV Coordinator	1	\$3,350.00	\$3,400.00	\$3,450.00
FMG Yearbook	1	\$3,000.00	\$3,050.00	\$3,100.00
FMG Physical Ed. Club	3	\$1,150.00	\$1,200.00	\$1,250.00
FMG Homework Club	3	\$1,150.00	\$1,200.00	\$1,250.00
FMG GEPA Club	3	\$1,150.00	\$1,200.00	\$1,250.00
M JDHS Literary Magazine	1	\$1,200.00	\$1,250.00	\$1,300.00
JDHS Business Manager YB1		\$1,200.00	\$1,250.00	\$1,300.00
JDHS Business Manager NP1		\$1,200.00	\$1,250.00	\$1,300.00
JDHS Art Club	1	\$1,200.00	\$1,250.00	\$1,300.00
JDHS Junior Class Advisor1		\$1,200.00	\$1,250.00	\$1,300.00
FMG Newspaper	1	\$1,200.00	\$1,250.00	\$1,300.00
FMG Art Club	1	\$1,200.00	\$1,250.00	\$1,300.00
N JDHS Mock Trial	1	\$2,400.00	\$2,450.00	\$2,500.00
JDHS Quiz Bowl	1	\$2,400.00	\$2,450.00	\$2,500.00
O JDHS Band Director	1	\$6,000.00	\$6,000.00	\$6,000.00
JDHS Musical Director (S)1		\$3,800.00	\$3,850.00	\$3,900.00
JDHS Drama Director (F)1		\$3,500.00	\$3,550.00	\$3,600.00
JDHS Asst. Play Director/ Choreographer	1	\$3,000.00	\$3,050.00	\$3,100.00
FMG Musical Director	1	\$3,500.00	\$3,550.00	\$3,600.00
FMG Asst. Play Director/ Choreographer	1	\$2,800.00	\$2,850.00	\$2,900.00
P JDHS Peer Leader	1	\$ 800.00	\$ 825.00	\$ 850.00
JDHS Peer Mediation	1	\$ 800.00	\$ 825.00	\$ 850.00
JDHS Volunteer Club	1	\$ 800.00	\$ 825.00	\$ 850.00
JDHS Alternative Club	1	\$ 800.00	\$ 825.00	\$ 850.00
JDHS Sophomore Class Adv.1		\$ 750.00	\$ 800.00	\$ 850.00
FMG Peer Leader	2	\$ 800.00	\$ 825.00	\$ 850.00

Q	JDHS ERT	1	\$ 600.00	\$ 650.00	\$ 700.00
	JDHS Freshman Class Adv.1		\$ 600.00	\$ 650.00	\$ 700.00
	JDHS World Language Club3		\$ 450.00	\$ 500.00	\$ 550.00
	JDHS NHS	1	\$ 450.00	\$ 500.00	\$ 550.00
	JDHS Junior Statesman	1	\$ 450.00	\$ 500.00	\$ 550.00
	JDHS Amnesty International1		\$ 450.00	\$ 500.00	\$ 550.00
	FMG World Language Club1		\$ 450.00	\$ 500.00	\$ 550.00
R	JDHS Intramurals (F)	1	\$1,600.00	\$1,650.00	\$1,700.00
	JDHS Intramurals (W)	1	\$1,600.00	\$1,650.00	\$1,700.00
	JDHS Intramurals (S)	1	\$1,600.00	\$1,650.00	\$1,700.00
	JDHS Bookroom Supervisor1		\$1,600.00	\$1,650.00	\$1,700.00
	FMG 8th Grade Committee1		\$1,600.00	\$1,650.00	\$1,700.00
S	JDHS Student Council	1	\$1,400.00	\$1,450.00	\$1,500.00
	JDHS Senior Class Advisor1		\$1,400.00	\$1,450.00	\$1,500.00
	FMG Student Council	1	\$1,400.00	\$1,050.00	\$1,100.00

**\* DEFINITION OF CHAPERONING**

A chaperone is defined as a teacher who is assigned by the Principal to serve at an after school, in-school activity of one or more of the following:

- |                            |                              |
|----------------------------|------------------------------|
| 1. School musical programs | 5. School dances             |
| 2. School band programs    | 6. School art shows          |
| 3. School plays            | 7. In-school proms           |
| 4. School concerts         | 8. In-school awards programs |

and other additional in-school activities approved by the Principal.

**FAMILY MATH/SCIENCE**

A. The Salary for each Family Science/Math Presenter/Teacher shall be as follows:

2003-04	\$770.00
2004-05	\$803.00
2005-06	\$839.00

B. This compensation is for twelve (12) hours of presentation and necessary preparation time.

**PART IV CUSTODIANS**

**ARTICLE XXXVI  
EMPLOYEE RIGHTS AND PRIVILEGES**

- A. Pursuant to law, the Board hereby agrees that every employee shall have the right to organize and to join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall neither directly nor indirectly discourage or deprive or coerce any employee's enjoyment of any right conferred by law; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing herein shall be construed to deny or restrict to any employee, such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to the employee thereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be discharged without just cause. Any such action asserted by the Board or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.
- D. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. Whenever members of the bargaining unit are scheduled by the parties hereto, to participate during working hours, in conferences, meetings or negotiations regarding the Collective Bargaining Agreement, they will suffer no loss of pay.

**ARTICLE XXXVII  
MANAGEMENT RIGHTS**

- A. Except as may herein otherwise be provided or limited herein, management has the exclusive right to hire, promote, demote, transfer, discharge or discipline for cause, lay off and determine the number and size of departments, the type of work to be performed, the right to subcontract, shift schedules and hours of work, the



person.

2. The overtime distributed according to the above basis shall be recorded on a paid hour basis. This list shall be kept for a period of one (1) year starting with the effective date of this Agreement and shall be made available upon request to the respective Custodial and Maintenance personnel.
3. If overtime work is offered to any person in accordance with the above procedure and that person refuses the overtime, then the said person shall be charged with having performed overtime work for purposes of calculation of equal distribution of overtime work only.
4. At the end of each year, a new list shall be made.
5. Overtime compensation shall be calculated on an employee's base salary plus any stipends for Head Custodian, Night Custodian or Bus Driver.

**D. CALL-IN**

Any employee called into work at a time not contiguous to his/her regularly scheduled shift shall be guaranteed at least three (3) hours pay at the rate of one and one-half (1 ½) times the regular rate of pay for such call-in work during the regular work week and twice the regular rate of pay for call-in work performed on Saturdays, Sundays, and Holidays.

**E. SUMMER HOURS**

During July and August the work day shall consist of four (4) consecutive hours on each Friday (unless a longer or shorter work day is mutually agreed upon).

**F. NIGHT SHIFT**

1. Personnel to staff the Night Shift will be selected on a voluntary basis. If there is no volunteer, the Board will make the assignment.
2. Employees whose regular assignment is to the night shift shall receive his/her regular pay plus a night shift differential of:

2003-04	\$1,094
2004-05	\$1,141
2005-06	\$1,193

3. Such employees assigned to the Night Shift shall not be responsible for supervising activities.

**G. INCLEMENT WEATHER**

On days when school is closed for snow emergencies, employees will be released upon completion of his/her duties at the discretion of the Business Administrator.

**H. WORK LOAD**

The Board and the Association shall establish a joint committee to review the custodial work assignments taking into account square footage, difficulty of cleaning and other factors that would affect the employees' workload.

**ARTICLE XXXIX  
SICK LEAVE POLICY**

**A. PERSONAL ILLNESS**

Sick leave with full pay during any school year shall be granted employees of the Board as follows:

1. Employees with up to three (3) uninterrupted years of service - twelve (12) sick days per year.

Employees with more than three (3) uninterrupted years of service - twenty (20) sick days per year.

2. Each year any unused portion of the first twelve (12) sick days leave shall be cumulative without limit.
3. Absences on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and, thereafter, to the accumulated credit.
4. For employees who are suffering from an extended illness and under the continuous care and treatment of an attending physician, sick leave in excess of that provided may be allowed subject to Board approval. Up to twenty (20) days' time may be allowed for each completed year of service by the employee on sick leave and limited to ten (10) months in any current ten (10) year period. A deduction equivalent to the substitute salary rate shall be made from such payments provided a substitute is actually hired.
5. Absence for illness in excess of five (5) consecutive days must be certified by the attending physician. In the case of frequent or intermittent illness, the Board or Superintendent may require the employee to submit a certificate of illness from the attending physician or submit to an examination or examinations by the school physician or both.

6. A day's salary for employees shall be defined as 1/260 of the annual salary, and in no instance where a deduction is made from a salary shall the deduction be greater than the regular wage of the individual for the day involved.

**ARTICLE XL  
TEMPORARY LEAVES OF ABSENCE**

**A. PERSONAL BUSINESS**

Absence for personal business shall be allowed by permission of the building principal, and shall be with full pay for two (2) days during the school year. The request shall be made a minimum of three (3) days in advance unless an unforeseen emergency arises. The building principal shall submit a written report to the Superintendent giving information on permissions granted. Unused personal business days shall be added to accumulated sick leave days.

**B. ILLNESS IN THE FAMILY**

For absence due to serious illness of any relative living in the employee's immediate household or a sibling, mother, father and child, full pay for not more than five (5) days in each school year shall be paid the employee. Such absences shall be approved by the building principal.

**C. DEATH**

1. Absences because of death in the employee's immediate household or immediate family, including fathers-in-law and mothers-in-law, shall be allowed with full pay for a period not exceeding five (5) days in each such case. (Not deductible from sick leave.)
2. Absences due to death of any other family member will be permitted with full pay for the day of the funeral.

**D. JUDICIAL PROCEEDINGS**

1. Absences from school by reason of subpoena by any court shall be allowed with full pay, providing the subpoena is filed with the Superintendent. If any employee is a party to a suit, absence from school shall be with pay less deductions for substitutes. (Not deductible from sick leave.)
2. All personnel called to serve on jury duty shall receive full pay during the period of jury duty less the amount of compensation paid to them for jury duty.

**E. RELIGIOUS OBSERVANCES**

When school employees are members of a religious faith which requires abstention from work on certain days when school is in session, they shall be excused with pay for a total of not more than two (2) such days in any one school year. Upon prior request to the Superintendent, they may be excused for additional such Holy Days without pay.

**F. QUARANTINE IN CONTAGIOUS DISEASE**

When such quarantine is not because of personal illness, the employee shall be allowed full pay providing the certificate is filed with the Superintendent. (Not deductible from sick leave.) When quarantine is because of personal illness, ARTICLE XXXIX, Section A. PERSONAL ILLNESS shall apply.

**G. GOOD CAUSE**

On the recommendation of the Superintendent, absence in excess of that referred to in Sections A-F may be reviewed by the Board for special consideration, but there shall be no deviation from these rules except by vote of the Board.

**ARTICLE XLI**

**VACATIONS**

**A. VACATIONS**

1. An employee with more than six (6) months of service but less than nine (9) months service shall be eligible for one (1) day vacation for each month of service up to July 1. The maximum number of days shall be nine (9) days.
2. Two (2) weeks vacation after one (1) year of service or after first anniversary date of employment.
3. Three (3) weeks vacation after five (5) years of service or after the fifth anniversary of employment.
4. Four (4) weeks vacation after (10) years of service or after the tenth anniversary of employment.
5. Seniority rights shall prevail in vacation preference.
6. Vacation time may be requested at any time during the year except that no vacations shall be granted during the week prior to the opening of school in September. Vacation schedules are to be arranged so that an employee

will be in each building at all times. Vacations are subject to the approval of the Superintendent or his/her designee.

7. Except at the high school, no more than one (1) employee may take such vacation time during any given week. Seniority rights prevail in selection. Whenever necessary overtime accrued during the pay period preceding vacation would be added to the first pay after vacation.
8. Vacation pay shall be disbursed to employees covered by this Agreement either upon the last working day prior to commencement of his/her vacations or on the last pay day prior to his/her vacations.

**B. VACATION APPROVAL**

The vacation schedule must be approved by the Business Administrator.

**ARTICLE XLII  
HOLIDAYS**

- A. The following holidays shall be granted to all employees covered by this agreement.

Fourth of July  
Columbus Day  
Labor Day  
Rosh Hashanah  
Yom Kippur  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day

- B. In addition to the above holidays, four (4) holidays shall be mutually scheduled by the employee and his/her supervisor for a total of fifteen (15) holidays.
- C. All employees may be dismissed from work as soon as all regular work is completed and buildings are secured on the Wednesday preceding Thanksgiving and the last work day preceding the Christmas Vacation.
- D. Employees may choose to work on agreed upon holidays, upon the approval of the Superintendent or his/her designee, for an equal amount of time off at another time. No employee shall be permitted to use discretion in selecting more than three (3) of the fifteen (15) holidays.

**ARTICLE XLIII  
VOLUNTARY TRANSFER, REASSIGNMENT AND PROMOTION**

The Association President shall be notified of all promotional and non-promotional vacancies in the custodial, maintenance and bus driver field as soon as they become known. Notice of such vacancies shall be posted on the bulletin board in each school in the district. All custodial employees are guaranteed the right to apply for such positions and the Board shall give due consideration to the seniority of employees applying for such positions. It is recognized, however, that appointment to the vacancy will be made at the discretion of the Board, and that the Board can hire from outside the bargaining unit.

**ARTICLE XLIV  
TENURE OF OFFICE AND SENIORITY**

- A. All employees covered by the terms of this Agreement shall be eligible for tenure under provision of TITLE 18A after three (3) consecutive years of probationary service in the district.
- B. Seniority shall be counted from the date the employee is hired by the Board for continuous service.
- C. The Board agrees to abide by the terms of NJ S.A- 18A: 174 with respect to the reduction in the number of employees covered by this Agreement.

**ARTICLE XLV  
UNIFORMS AND EQUIPMENT**

- A. The Board shall make the following uniforms and equipment available to all employees covered by the terms of this Agreement:
  - 1. Uniforms - five (5) pants and five (5) shirts per employee per year
  - 2. Winter work jackets (hooded) - one (1) per employee
  - 3. Rain gear - one (1) set per employee
  - 4. Work gloves (canvas-leather) as needed
  - 5. Slip-on boots (which shall remain on premises)
- B. All the above defined uniforms and equipment may be requisitioned by employees from time to time during the work year as needed by the employee. Worn-out items shall be replaced promptly. Employees are expected to wear such uniforms while on duty.
- C. The Board agrees to pay for safety shoes up to \$145.00 during each year for the term of this Agreement.

- D. Any custodial employee who works alone shall be supplied with a communication device that may be carried at all times while on the job.

**ARTICLE XLVI  
CONTRACTS**

- A. All employees covered by this Agreement shall be notified of his/her contract and agreed upon salary status for the ensuing work year not later than May 15 unless no agreement has been reached by that date. In this event, all non-tenured employees shall be informed, in writing, of the intent of the Board to offer or not to offer a contract for the ensuing year not later than May 15.
- B. In the event an agreement is not reached by May 15, all employees shall be notified of his/her contract and agreed salary status not later than two (2) weeks following the Board's public ratification of the final Agreement.

**ARTICLE XLVII  
MISCELLANEOUS PROVISIONS**

**A. NONDISCRIMINATION**

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

**B. SEPARABILITY**

If any provisions 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.

**C. CONFERENCES AND WORKSHOPS**

A custodial or maintenance employee may apply to the Superintendent for permission to attend workshops, conferences or courses related to work assignment and which may or may not be scheduled during work time. If the Superintendent approves of the application, the employee shall be reimbursed for costs incurred. The Superintendent's decision is not grievable.

**D. SUBCONTRACTING**

If the Board considers subcontracting of custodial or maintenance positions, it shall notify the Association of its deliberations. The Association shall have the right to make a presentation to the Board concerning alternatives to subcontracting prior to a formal decision.

**ARTICLE XLVIII  
COMPENSATION FOR UNUSED SICK DAYS**

- A. Except as set forth in paragraphs C and D below, a unit member who retires pursuant to N.J.P.E.R.S. shall be paid for accumulated unused sick days at the rate of:

	<u>PER DAY</u>	<u>MAXIMUM</u>
2003-04	\$67.50	\$7,246.00
2004-05	\$70.40	\$7,744.00
2005-06	\$73.57	\$8,093.00

- B. If an employee dies prior to retirement, his/her estate shall receive the above payment.
- C. A unit member who notifies the Board in writing by January 1, 2004 of his/her intention to retire by June 30, 2004 shall be paid a per diem rate for accumulated unused sick days based upon his/her current salary up to a maximum payment equal to 50% of his/her annual salary. Said payment shall be paid in three equal installments on September 1, beginning September 1, 2004.
- D. A unit member who notifies the Board in writing by January 1, 2005 of his/her intention to retire by June 30, 2005 shall be paid a per diem rate for accumulated unused sick days based upon his/her current salary up to a maximum payment equal to 50% of his/her annual salary. Said payment shall be paid in three equal installments on September 1, beginning September 1, 2005.
- E. For purposes of calculating the per diem rate of paragraphs 3 and 4 above, a 12 month employee's salary shall be divided by 260.

**ARTICLE XLIX  
EXTRA COMPENSATION**

- A. **STIPENDS**

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
1. Head Custodian	\$1,908.00	\$1,990.00	\$2,080.00
2. Bus Driver	\$1,747.00	\$1,822.00	\$1,904.00

- B. **LONGEVITY**

Employees shall be entitled to a longevity bonus based upon the following schedule:

<b>YEARS OF SERVICE COMPLETED</b>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Ten (10)	\$271	\$283	\$296
Fifteen (15)	\$531	\$554	\$579
Twenty (20)	\$803	\$837	\$875

**C. BLACK SEAL LICENSE**

A new employee must have a black seal license at the date of hire, or obtain one within one year after hire. The Board may, at its option, extend the time to obtain the license for an additional year.

**D. SPECIAL LICENSE**

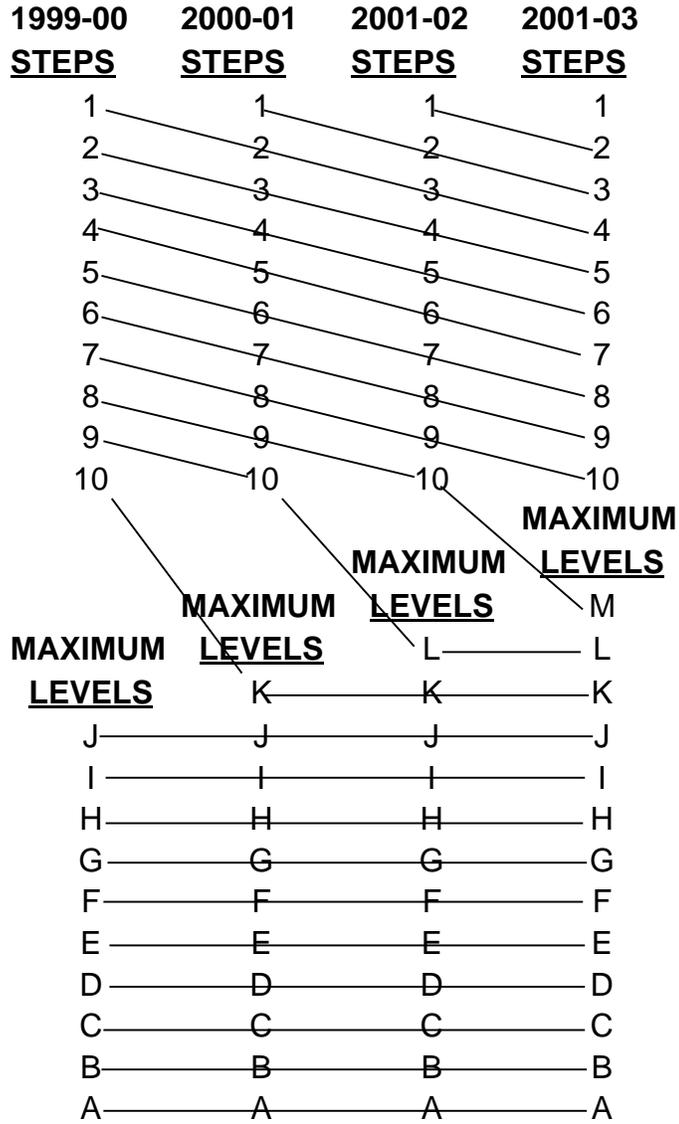
An employee who possesses a license in pesticide use, herbicide use, computer repair, refrigeration and air conditioning, phone system installation or repair, or as an exterminator and who the Board and/or its administrators and/or agents requests that the employees provide services to the district under such license shall be compensated at the rate of \$500 per license per year.

**ARTICLE L  
PAINTING**

It is hereby acknowledged that custodians shall perform painting work as assigned and that painting shall be a part of the custodians' Job Description. Painting assignments shall be made by the Business Administrator.

Adjust years

**SPRINGFIELD CUSTODIANS &  
MAINTENANCE PERSONNEL  
SALARY GUIDE MOVEMENT PATTERN**



**SPRINGFIELD CUSTODIANS AND MAINTENANCE  
SALARY GUIDE 2003 – 2004**

<b><u>Step</u></b>	<b><u>CUSTODIAN</u></b>	<b><u>MAINTENANCE</u></b>
1	29,000	31,000
2	29,567	31,526
3	30,261	32,260
4	30,970	33,016
5	31,699	33,793
6	32,445	34,560
7	33,212	35,330
8	33,989	36,107
9	34,792	36,903
10	35,604	37,716

**MAXIMUM LEVELS**

N	36,436	38,558
M	36,863	38,991
L	37,134	39,284
K	37,374	39,539
J	37,910	40,068
I	38,477	40,960
H	38,795	40,985
G	39,829	42,016
F	40,283	42,444
E	40,722	42,979
D	41,267	43,484
C	41,779	44,014
B	43,445	45,664
A	53,040	55,752

**SPRINGFIELD CUSTODIANS AND MAINTENANCE  
SALARY GUIDE 2004 – 2005**

<u>Step</u>	<u>CUSTODIAN</u>	<u>MAINTENANCE</u>
1	30,004	32,104
2	30,497	32,600
3	31,094	33,155
4	31,823	33,926
5	32,569	34,721
6	33,336	35,538
7	34,121	36,345
8	34,927	37,154
9	35,744	37,972
10	36,589	38,809

**MAXIMUM LEVELS**

O	37,443	39,663
N	38,317	40,550
M	38,766	41,005
L	39,051	41,313
K	39,304	41,581
J	39,867	42,138
I	40,465	42,739
H	40,799	43,102
G	41,488	43,766
F	41,961	44,211
E	42,418	44,759
D	42,986	45,295
C	43,519	45,847
B	45,254	47,565
A	55,249	58,074

**SPRINGFIELD CUSTODIANS AND MAINTENANCE  
SALARY GUIDE 2005 – 2006**

<u>Step</u>	<u>CUSTODIAN</u>	<u>MAINTENANCE</u>
1	31,054	33,264
2	31,554	33,764
3	32,072	34,283
4	32,699	34,866
5	33,466	35,677
6	34,250	36,513
7	35,057	37,373
8	35,882	38,222
9	36,730	39,072
10	37,590	39,933

**MAXIMUM LEVELS**

P	38,478	40,813
O	39,376	41,711
N	40,295	42,643
M	40,767	43,122
L	41,067	43,466
K	41,333	43,727
J	41,925	44,313
I	42,554	44,945
H	42,905	45,328
G	43,215	45,588
F	43,707	46,052
E	44,183	46,633
D	44,775	47,181
C	45,331	47,756
B	47,138	49,545
A	57,549	60,491