# AGREEMENT

# Between The

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

AND

# SPRINGFIELD SUPERVISORY ASSOCIATION

Effective: July 1, 2019 through June 30, 2023

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### **PREAMBLE**

### WITNESSETH THAT:

WHEREAS, the Board of Education of the Township of Springfield, in the County of Union, New Jersey (the "Board") and its entire staff are dedicated to the important task of providing the best possible education for the children in its district; and

WHEREAS, satisfactory fulfillment of this responsibility requires a climate of mutual trust and dependability on the part of both the Board and its staff to work together cooperatively, within their respective spheres, as the guardians of the public trust reposed in them respectively.

NOW, THEREFORE, the parties hereto agree as follows:

### AGREEMENT

THIS AGREEMENT made this 1st day of June, Two Thousand and Twenty by and between the Board and the Springfield Supervisory Association (the "Association"):

## <u>ARTICLE I</u> <u>RECOGNITION</u>

A. Pursuant to and in accordance with the provisions of the New Jersey Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 (N.J.S.A. 34:13A-1 et seq.) the Board recognizes the Association for the purpose of professional negotiations, as the exclusive representative for all certificated Assistant Principals, Non-Teaching Supervisors (Supervisor for Athletics and Physical Education, and School Supervisors), and Teaching Supervisors (Supervisors of Humanities, Supervisor of Mathematics and Science, and Supervisor of Practical, Performing and Visual Arts), under contract with the Board and any new supervisory positions established by the Board. The members of this group shall be referred to as the Association within the framework of this Agreement.

B. It is further understood that the following certificated and non-certificated personnel are specifically excluded from this recognition:

- 1. Superintendent
- 2. Assistant Superintendent for Curriculum and Instruction
- 3. Business Administrator/Board Secretary
- 4. Director of Student Support Services
- 5. Director of Curriculum, Assessment and Instruction
- 6. Principals
- 7. Members of the Springfield Education Association
- 8. Confidential Secretaries
- 9. Summer maintenance employees
- 10. Director of Human Resources and Professional Development
- 11. Director of Transportation
- 12. Director of Instructional Technology

- 13. IT Manager
- 14. Technology Technicians
- 15. Messenger

## ARTICLE II GRIEVANCE PROCEDURE

## A. <u>DEFINITION</u>

1. A "grievance" is a claim by an Association member, or the Association, based upon the interpretation, application or alleged violation of this Agreement.

2. Non-tenured Association members shall not be permitted to grieve their non-reemployment.

## B. <u>PURPOSE</u>

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. <u>PROCEDURE</u>

1. An Association member shall, within twenty (20) school days of the known occurrence of the claim, present in writing and promptly discuss the claim orally with his/her immediate supervisor with the objective of resolving the matter informally. Failure to do so shall be deemed to constitute an abandonment of the claim.

2. Within five (5) school days 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, the grievant may present the grievance in writing, within five (5) days after the determination made in Paragraph C.2 above, to the Superintendent or his/her designee. The written grievance shall set forth:

- a. The nature of the grievance and remedy requested;
- b. The nature and extent of injury or loss; and
- c. The basis of dissatisfaction with the prior determination.

Failure to follow this procedure shall be deemed to constitute an abandonment of the grievance.

4. The Superintendent's written decision shall be rendered to the grievant within fifteen (15) days after receipt of the written grievance by the Superintendent or his/her designee.

5. If the grievance is not satisfactorily disposed of in the prior step, then the grievance may be referred by the individual or the Association to the Board within ten (10) days of the completion of the proceedings in the preceding paragraph, or twenty-five (25) days after the grievance was delivered in writing to the Superintendent, whichever is sooner. 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. Failure to follow this procedure shall be deemed an abandonment of the grievance. The Board shall, in writing, within thirty (30) days, advise the Association and the individual of its determination and shall forward a copy thereof to the Superintendent.

6. Copies of all written documents referred to in Paragraphs C.1 through C.5 above shall be submitted to the Board President and the Board Attorney upon the date of their submission to the appropriate personnel as provided herein.

7. The stipulated times referred to in Paragraphs 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 written consent of the parties.

8. If the aggrieved person is not satisfied with the decision of the Board, notice of intention to proceed to mediation shall be given to the Board through the Superintendent within fifteen (15) days after the receipt of the decision which is being appealed. The grievance not resolved by timely resort to the foregoing procedure shall be subject to mediation initiated and conducted under the rules of the New Jersey Public Employee Relations Commission ("PERC").

The mediator selected shall confer with the representatives of the Board and the aggrieved member and/or the member's representative in an attempt to resolve the issue. During this time, the mediator shall be free to offer suggestions and opinions concerning ways to resolve the dispute. The mediator shall establish the procedure and time period.

The mediator shall limit him/herself to the issues submitted concerning alleged violations of the written terms of this Agreement. Alleged statutory violations may be appealed before the appropriate legal forum. Nothing can be added or subtracted from this Agreement or any policy of the Board.

# D. <u>RIGHTS OF ASSOCIATION MEMBERS</u>

Any aggrieved Association member 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 or by legal counsel.

# E. <u>MISCELLANEOUS</u>

# 1. <u>Group Grievance Procedure</u>

The procedures for group grievances shall be the same as procedures for individual grievances.

## 2. <u>Separate Grievance File</u>

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

# 3. <u>Continuation of Assignments</u>

Any and all 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.

### ARTICLE III ASSOCIATION MEMBERS' RIGHTS AND BENEFITS

The Board agrees to grant Association members their right of inspection of their own personnel records and files as provided by PERC laws and decisions thereunder. The Board, in taking official action, is also granted the right to inspect an Association member's personnel record and file. All of the foregoing is subject to, and as provided in, PERC decisions, State law and decisions of the Commissioner of Education thereunder.

# <u>ARTICLE IV</u> PROFESSIONAL DEVELOPMENT

# A. <u>PURPOSE</u>

The program for special grants is a plan designed 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. <u>ELIGIBILITY</u>

Association members may apply for grants during each year of employment. Applicants may apply each year to the Superintendent for a non-cumulative grant of a maximum of \$1,836. The calendar year is defined in the same manner as the school budget year of July 1 through June 30.

### C. <u>PROCEDURE</u>

1. The applicant must submit to the Superintendent 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 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 professional development grants must be submitted to the Superintendent not later than March 1 of the year preceding the one in which the grant is to be expended.

3. Requests for payment of grants shall be submitted on the official form, accompanied by a regular voucher.

4. Tuition fees received through Federal grants, etc., may not be duplicated by utilization of the provisions of this Article IV. Tuition grants, subject to the above conditions, may be awarded during sabbatical leave.

### D. <u>MEMBERSHIP DUES</u>

The Board shall reimburse members of the Association for the cost of membership in the Principals and Supervisors Association. Members of the Association shall also be reimbursed for the costs of membership in such professional associations selected by the members as representing the job title and subject related to his/her assignment and approved by the Superintendent or his/her representative.

## <u>ARTICLE V</u> SABBATICAL LEAVE

# A. <u>PURPOSE</u>

The policy of sabbatical leave is a plan designed to help maintain and improve the quality and efficiency of instructional services to the children of the Springfield School District. This privilege is granted to certificated tenured Association members in order that they may extend their professional competence and thus better serve the Springfield School District.

# B. <u>APPLICATION</u>

Preliminary application for sabbatical leave shall be made prior to December 15 of the 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 year for which the leave is requested.

# C. <u>CONDITIONS</u>

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 Association members shall not engage in any employment for remuneration without the approval of the Superintendent and shall devote the major portion of his/her time and effort toward the purpose of the sabbatical leave.

3. As a condition of sabbatical leave, the Association members shall agree that, if he/she does not continue in service for two years after expiration of the leave of the 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, unless such Association member 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 Association member 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 Association member involved the opportunity of a hearing.

5. If an Association member 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.

# D. <u>ELIGIBILITY</u>

1. Any Association member who has completed seven (7) or more years of satisfactory service in the Springfield School District 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 (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 Springfield School District. The Association member's application for a sabbatical shall outline in detail the proposed professional study plan for administrative review.

2. Any Association member shall be eligible for another sabbatical leave after he/she has had seven (7) additional school years of service in the Springfield School District. This time limit may be waived at the discretion of the Board.

# E. <u>SALARY</u>

The recipient shall receive, in lieu of salary, a sum equal to two-thirds (2/3) of the salary to which the Association member would otherwise be entitled if not on leave, less such regular deductions for government income tax, Pension and Annuity Fund, and other deductions as required by law or customary in the Springfield School 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 Springfield School District.

# F. <u>RETURN</u>

1. An Association member 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 Association member on leave will be interpreted as an indication that such Association member does not wish to return to the employ of the Board. Every Association member 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 any event, not later than two months after the completion of the sabbatical program. If said report is not timely submitted, the Association member shall repay to the Board an amount equaling one-half (1/2) of the salary received during the sabbatical leave.

2. Upon satisfactory completion of the sabbatical leave, the Association member will be returned to service at a salary on the same basis as if he/she had rendered continued and satisfactory service in the Springfield School District during the interim.

### ARTICLE VI ABSENTEE POLICY

# A. <u>DEFINITION OF TERMS</u>

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

A day's salary for Association members shall be defined at 1/260 of the annual salary for 12 month personnel, 1/220 of the annual salary for 11 month personnel and 1/210 of the annual salary for 10 month personnel. 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 Article VI operate independently of all other sections.

# B. <u>PERSONAL ILLNESS</u>

Sick leave with full pay during any school year shall be granted Association members as follows:

1. The sick days allowance for non-tenured Association members shall be the same as that for tenured Association members: 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 Association member until it is fully utilized and, thereafter, to, the accumulated credit.

4. For Association members 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 Paragraphs B.1 and B.2 above may be allowed subject to Board approval. Up to 20 days time may be allowed for each completed year of service by the Association member 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 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 Association member to submit a certificate of illness from the attending physician or submit to an examination or examinations by the school physician, or both.

6. Upon written request from an Association member a written accounting of that Association member's accumulated sick leave will be provided.

## C. <u>ILLNESS IN THE FAMILY</u>

For absence due to a serious illness of anyone, not in the employ of the Board, living in the Association member's immediate household or a mother, father, or child, full pay for not more than five (5) days in each school year shall be paid to the Association member. For absence due to serious illness of a child who is not living in the household of an Association member, full pay for not more than three (3) days in each school year shall be paid to the Association member. 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. <u>DEATH</u>

1. Absences because of death in the Association member's immediate household or the Association member'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. <u>PROFESSIONAL BUSINESS</u>

1. Leave of absence with pay may be granted for school business if an application is made in writing five (5) days in advance and approved by the Superintendent.

### F. <u>PERSONAL BUSINESS</u>

An Association member 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. The Superintendent shall be notified three (3) days in advance, in writing, of the reason stated, unless an unforeseen emergency arises, in which case the three (3) day advance requirement may be relaxed at the discretion of the Superintendent. 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.

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. <u>MATERNITY LEAVE</u>

## 1. <u>Notification</u>

An Association member shall notify the Superintendent 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 Association Member, subject to her continued ability to perform all professional responsibilities, as determined by her doctor.

At the time an Association member applies for said leave, she shall also submit the date on which she expects to return to employment. The leave for a tenured Association member 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 Association member, 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 G.2 below. The Association member may return to her position prior to the expected date of return upon sixty (60) calendar days advance written notice to the Superintendent.

## 2. <u>Period of Disability</u>

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 this period of disability the Association member may elect to use her accumulated sick leave up to a maximum of eight (8) weeks.

### H. <u>CHILD ADOPTION</u>

Any Association member adopting a child shall be eligible to receive leave similar to maternity leave. Any Association member 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 a subpoena by any court shall be allowed with full pay, provided a copy of the subpoena is shown to the Superintendent. If an Association member is a party to a suit and is required to appear in court, absence from school shall be with pay less deductions for substitutes for a maximum of five (5) days.

# J. <u>QUARANTINE IN CASE OF CONTAGIOUS DISEASES</u>

1. When a quarantine is not because of personal illness, the Association member shall be allowed full pay, provided the certificate is filed with the Superintendent.

2. When the quarantine is because of personal illness, Paragraph B of this Article shall control.

#### K. <u>OPTIONAL LEAVE</u>

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

#### L. <u>VACATION</u>

1. Supervisors hired prior to July 1, 2011 who are assigned to work a twelve month year shall receive 22 vacation days per year.

2. During the initial year of employment, any Supervisor hired on or after July 1, 2011 who shall be assigned to work a twelve month year shall have one vacation day for each month of service not to exceed 10 days.

3. Subject to Paragraph L.2 above, Supervisors hired on or after July 1, 2011 who shall be assigned to work a twelve month year 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

4. Any 12 month Supervisor may schedule his/her vacation throughout the work year, subject to the approval of the Superintendent who shall respond to such request within 10 school days.

## <u>ARTICLE VII</u> <u>INSURANCE</u>

### A. <u>HEALTH</u>

The Board shall provide the same health care coverage for each Association member as is provided pursuant to its Agreement with the Springfield Education Association and on the same terms as provided in that Agreement. Such coverage will also include eligible spouses and dependents if requested by the member.

#### B. <u>DENTAL</u>

The Board shall provide dental care coverage for each Association member as is provided pursuant to its Agreement with the Springfield Education Association and on the same terms as provided in that Agreement. Such coverage will also include eligible spouses and dependents if requested by the member.

## C. <u>PRESCRIPTION</u>

The Board shall provide each Association member with the same prescription coverage as is provided pursuant to its Agreement with the Springfield Education Association and on the same terms as provided in that Agreement for the member only.

#### D. <u>VISION</u>

The Board shall provide optional vision coverage for each Association member as is provided pursuant to its Agreement with the Springfield Education Association and on the same terms as provided in that Agreement. Such coverage will also include eligible spouses and dependents if requested by the member.

#### E. <u>COST OF INSURANCE</u>

Employees eligible to enroll in the Horizon Direct Access \$10 or Horizon Direct Access \$20/\$40 plans, and who do so, shall continue to contribute annually toward the cost of the premium for their coverage through payroll deductions at the rates set forth in Tier Four of P.L. 2011, Chapter 78 (notwithstanding the sunset of such Chapter 78) or as required by law. The contributions will continue until a different formula is negotiated between the parties. Beginning in 2020-2021, employees who elect either the Horizon Point of Service, Horizon Exclusive Provider Organization or Horizon MyWay High Deductible Plan (when applicable) shall contribute annually toward the cost of the premium for their coverage through payroll deductions at the rates set forth in Tier Two of P.L. 2011, Chapter 78 (notwithstanding the sunset of such Chapter 78), or as required by law.

Annually during the Open Enrollment period members may switch between plans for which they are eligible without additional cost other than the Tier Level payment required for the chosen plan. For the period beginning with the first pay period in which salaries are calculated using the 2019-20 salaries in the salary guides to be mutually agreed upon pursuant to Paragraph 3(e) above ("First Pay Period") to June 30, 2020, each employee's contribution to the cost of the premium for their coverage shall be made through payroll deductions in an amount equal to each employee's contribution amount during the pay period immediately preceding the First Pay Period notwithstanding the calculation that would result under either Tier Four or Tier Two of P.L. 2011, Chapter 78 based on the salary guides in effect during the First Pay Period.

Employees enrolled in the Horizon MyWay High Deductible Plan shall receive an annual contribution by the Board into their Horizon MyWay Health Savings Account. Such contribution shall be \$2,500 per year for employees enrolled as a Single and \$5,000 per year for employees enrolled in the Husband/Wife, Parent/Child, or Family plans. Such contributions by the Board shall be made in equal installments over the course of the calendar year in which the employee is enrolled in said plan.

Members may enroll in an insurance plan offered by the Board which has a premium higher than the plan to which they are limited provided that such employee pays 100% of the difference in the premium between the member's plan and the plan selected by the member, in addition to the contributions required under this Article for the appropriate plan to which the employee otherwise was limited. Such members shall pay such increased premium costs through payroll deductions.

All members participating in vision coverage shall contribute 100% of the costs of such insurance.

#### F. <u>WAIVER</u>

Association members with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving medical (health care) insurance benefits as set forth in Paragraph A of this Article. Any Association member who executes an appropriate form, provided by the Board, waiving coverage will receive for the year to which the waiver applies the following amounts based upon the number of Association members who execute waivers, such amounts shall be payable in four equal installments per quarter:

Number of Employees	Waiver Amount		
2 or less	\$4,000		
3	\$6,000		
<u>4</u> or more	<u>\$7,250</u>		

During any year in which an Association member has waived family medical (health care) insurance coverage, the Association member shall be able to terminate the waiver and reenroll in the family medical (health care) insurance coverage if the Association member 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. Association members 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 Association member 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.

#### ARTICLE VIII BOARD'S RIGHTS

A. The Board, on its own behalf and on behalf of the citizens of Springfield, Union County, New Jersey, hereby retains and reserves unto itself without limitation all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and the Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing rights, powers, authorities, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices and furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws of the State of New Jersey and of the United States and the decisions of the Commissioner of Education.

# <u>ARTICLE IX</u> ASSOCIATION MEMBER'S WORK YEAR

A. All Teaching Supervisors are considered 10 month employees.

B. All Non-Teaching Supervisors are considered 11 month employees with the exception of the Supervisor for Athletics and Physical Education, who shall be considered a 12 month employee.

C. Subject to Paragraph E. below, the work year for the Association members referred to in Paragraph A. above shall be from September 1 through and including June 30 and shall include the five (5) business days immediately following June 30 and the five (5) business days immediately preceding September 1 unless otherwise requested by the Association member and approved by the Superintendent.

D. Subject to Paragraph E. below, the work year for the Association members referred to in Paragraph B. above with the exception of the Supervisor for Athletics and Physical Education, shall be from September 1 through and including June 30 and shall include the ten (10) business days immediately following June 30 and the ten (10) business days immediately preceding September 1 unless otherwise requested by the Association member and approved by the Superintendent.

E. The Association members, with the exception of the Supervisor for Athletics and Physical Education, shall be entitled to the school holidays and vacation periods as declared in the school calendar approved by the Board; all other days shall be deemed work days.

F. For purposes of requests made by the Association member, with the exception of the Supervisor for Athletics and Physical Education, pursuant to Paragraphs C. and D. above, the Superintendent shall respond to such request within 10 business days.

G. The work year for the Supervisor for Athletics and Physical Education shall be from July 1 to June 30 and the vacation leave shall be set in Article VI, Paragraph L. above.

# ARTICLE X REASSIGNMENT OF ASSOCIATION MEMBERS

A. Administrative vacancies shall be advertised in all school offices for at least a period of ten (10) calendar days in order to permit application for transfer, reassignment or promotion of present Association members. During vacation periods, such notices shall be mailed to the President of the Association.

B. Should a vacancy occur, an Association member may request such transfer based on good cause provided that he/she qualifies in regard to certification. Such a request shall be made to the Superintendent, but the Board shall have complete discretion in filling said vacancy.

C. It is the Board's intent to have Teaching Supervisors teach at least one class per day but to limit the teaching assignment to three classes a day. Should the need arise for additional teaching assignments above the three class limit, it would only be for one school year without remuneration. A consecutive year of more than three classes being assigned will require the opening of contract negotiations to determine appropriate remuneration. In determining whether to make teaching assignments to a Teaching Supervisor, the Superintendent shall weigh all appropriate factors, including the content area(s) supervised, number of observations and evaluations required for each Teaching Supervisor, and the needs of the District, so that, to the extent practicable, work loads are consistent among the various Teaching Supervisors.

# ARTICLE XI RESERVED

### <u>ARTICLE XII</u> CHILDREN OF STAFF

Children of Association members who live out of the Springfield School District may attend the Springfield School District at the tuition rate set by the Board annually; provided that the children receive only in-district services in a placement within the Springfield School District, at the Superintendent's discretion.

#### ARTICLE XIII REIMBURSEMENT OF EXPENSES FOR MEALS, CELL PHONE AND TRAVEL

Additionally, the Board shall reimburse Association members for meals, cell phones and travel relating to the Association members' official and professional functions and duties. Association members' expenses herein shall be limited to \$250/year.

#### ARTICLE XIV SALARIES AND OTHER COMPENSATION

### A. <u>SALARY GUIDE</u>

The salaries for all members of the Association for each year of this Agreement are set forth in Schedule A which is attached hereto.

The salary decision for new members of the Association is subject to agreement between the candidate and the Superintendent and approved by the Board.

#### B. <u>UNUSED SICK DAYS</u>

1. An Association member who retires pursuant to N.J.T.P.A.F. shall be paid for accumulated unused sick days, at the rates and maximums set forth below:

School Year	Daily Rate	<u>Maximum</u>
2019-2020	\$94.17	\$9,417
2020-2021	\$94.17	\$9,417
2021-2022	\$94.17	\$9,417
2022-2023	\$94.17	\$9,417

2. If an Association member dies prior to retirement, his/her estate shall receive the above payment.

### C. <u>DOCTORATE</u>

1. Members of the Association with an earned doctorate will receive \$2,500 per year in addition to their salary as shown in Paragraph A. above.

### D. <u>SALARY STIPENDS</u>

#### 1. <u>Stipends</u>

- a. All Association members, other than the Supervisor of Humanities, the Supervisor of Mathematics and Science, and Assistant Principals, shall receive a stipend as follows:
  - o 2019-2020 \$9,581
  - o 2020-2021 \$9,772
  - o 2021-2022 \$9,968
  - o 2022-2023 \$10,167
- b. The Supervisor of Humanities and the Supervisor of Mathematics and Science shall receive a stipend as follows:
  - o 2019-2020 \$19,161
  - o 2020-2021 \$19,544
  - o 2021-2022 \$19,935
  - o 2022-2023 \$20,333
- c. Assistant Principals shall not receive any stipend.
- 2. <u>Longevity</u>

Any Association member who has served the required years as an Association member will be eligible for longevity pay as follows:

School Year	Five Years of Service	Ten Years of Service
2019-2020	\$661	\$1,253
2020-2021	\$674	\$1,278
2021-2022	\$688	\$1,303
2022-2023	\$701	\$1,329

## ARTICLE XV SUCCESSOR AGREEMENT

### A. <u>MEETINGS</u>

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. <u>REPRESENTATIVES</u>

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. <u>MODIFICATION</u>

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 XVI DURATION

This Agreement shall be effective July 1, 2019 and shall continue in effect until June 30, 2023 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to that date. Anything herein to the contrary notwithstanding, the terms of this Agreement shall be subject to renegotiation for the school year 2023-2024.

#### **EXECUTION**

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their proper corporate officers the day and year first above-mentioned.

ATTEST:

BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD, COUNTY OF UNION

BY \_\_\_\_

PRESIDENT

ATTEST:

SECRETARY

SPRINGFIELD SUPERVISORY ASSOCIATION

BY PRESIDENT

SECRETARY

# SCHEDULE A

Staff Member	<u>2019 - 20</u>	2020 - 21	<u>2021 – 22</u>	<u>2022 - 23</u>
Jacobs, Lance	103,573	106,680	109,880	113,177
Lynch, Matthew	85,791	88,364	91,015	93,746
Salmon, Gregory	72,993	75,183	77,438	79,761
Schiano, Candice	90,147	92,851	95,637	98,506
Slate, Ronald	107,665	110,895	114,222	117,648