

AGREEMENT

Between the

**SOUTH PLAINFIELD
BOARD OF EDUCATION**

And the

**SOUTH PLAINFIELD
EDUCATION ASSOCIATION
TEACHERS UNIT**

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July 1, 2007 through June 30, 2010

SOUTH PLAINFIELD BOARD OF EDUCATION

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Mr. Timothy Morgan, Vice-President
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Mr. Steven Bohn
Mrs. Carol Byrne
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Mr. Jeffrey Seider

ADMINISTRATIVE STAFF

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Mrs. Kaye Crown, Assistant Superintendent
Ms. Donna Tolley, Board Secretary/Business Administrator

Telephone: 908-754-4620

SOUTH PLAINFIELD EDUCATION ASSOCIATION

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Ms. Diana Joffe, Vice President Teachers
Mrs. Elizabeth Paul, Vice President Secretaries
Ms. Sue D'Alessandro, Vice President Aides
Ms. Rosemary Fiorello, Corresponding Secretary
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NEGOTIATING COMMITTEE

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Ms. Dana Hauck

PREAMBLE

THIS AGREEMENT, entered into this 7th day of February 2007 by and between the Board of Education of the Borough of South Plainfield, New Jersey, hereinafter called the "Board," and the South Plainfield Education Association, Incorporated, hereinafter called the "Association".

ARTICLE I RECOGNITION

A. Unit:

Pursuant to Chapter 303, Laws of 1968 as amended, of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, the Board hereby recognizes the Association as exclusive representative for the purpose of collective negotiations for all full-time certified personnel under contract to the Board as included herein:

- A. Teachers
- B. Child Study Teams
 - (1) Learning Disabilities Teacher Consultants
 - (2) School Psychologists
 - (3) School Social Workers
- C. Guidance Counselors
- D. Substance Awareness Counselors
- E. Student Assistance Counselors
- F. Librarians
- G. Nurses
- H. Part-time personnel in categories A - E. A part-time teacher is defined as a contracted teacher (1/5, 2/5, 3/5, 4/5 or any other fractional contracted teacher)
- I. Supplementalists
- J. Athletic Trainers
- K. Speech/Language Specialists
- L. Speech Correctionists
- M. Staff Developers
- N. Disciplinarians
- O. Medical Assistants
- P. Non-Certified Nurses
- Q. Coaches and Extra Curricular

but excluding:

Coordinator of Health and Physical Education in Grades K through 12
High School Principal
Assistant Principal, High School
Middle School Principal
Assistant Principal, Middle School
Elementary School Principals
Director of Guidance
Superintendent of Schools
Assistant Superintendent of Schools
Board Secretary/Business Administrator
Assistant Business Administrator
Director of Adult Education
Supervisor of Student Personnel Services
Director of Vocational Education
Athletic Director
Attendance Officer
All other employees of the Board

B. Definition of Teacher:

Unless otherwise indicated, the term "Teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as defined, and references to male teachers shall include female teachers.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date:

In accordance with N.J.S. 34:13A-1, et seq., the Board and the Association agree to begin negotiations over a successor Agreement as per guidelines established by PERC.

B. 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.

C. Binding Arbitration:

Unless specifically agreed to in writing to the contrary, no issue in negotiations over a successor agreement shall be submitted to binding arbitration.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions.

"Grievances" shall mean a claim by an employee covered by the collective bargaining agreement that there has been:

1. A misinterpretation, a misapplication or violation of Board policy.
2. A violation of this Agreement, or
3. An administrative decision adversely affecting the employee or employees covered by this Agreement. A grievance must be initiated by the employee within thirty (30) calendar days of its occurrence, in order to be considered.
4. A grievance that occurs between June 1 and September 1 will be considered timely if filed by September 15.

B. General Procedures:

1. Failure at any level of this procedure to communicate the decision reached on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level.
2. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision at that level. An appeal that occurs between June 1 and September 1 will be considered timely if filed by September 15.
3. It is understood that employees shall, during and notwithstanding 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. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process.
5. It is agreed by both parties that these proceedings shall be kept informal and confidential as may be appropriate at any level.
6. An employee with a grievance shall first process said grievance through the Association. If the Association deems the grievance to be meritorious, it, as the representative of the employee, shall process said grievance as outlined below.

C. Levels:

Level 1. Any employee who has a grievance shall discuss it first with his/her principal or immediate supervisor or department head, if applicable, in an attempt to resolve the matter informally at that level. When an employee wishes to discuss a grievance with his/her supervisor, the meeting must be arranged in advance, and the supervisor informed, prior to the meeting, of the purpose of the meeting. In any event, the meeting must be held within the timelines established by this procedure.

Level 2. If as a result of this discussion the matter is not resolved to the satisfaction of the employee within fourteen (14) calendar days, they may set forth their grievance in writing to their principal on the grievance forms provided (Schedule B). The principal shall communicate his/her decision to the employee in writing within seven (7) calendar days of receipt of the written grievance.

Level 3. The employee, no later than seven (7) calendar days after receipt of the principal's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing stating the grievance to the principal and the employee's dissatisfaction with the decision previously rendered (Schedule B). The Superintendent of Schools shall attempt to resolve the matter as quickly as possible but within a period not to exceed twenty-one (21) calendar days. The Superintendent of Schools shall communicate his/her decision in writing to the employee and the principal.

Level 4. If the grievance is not resolved to the employee's satisfaction, he/she may, no later than seven (7) calendar days after receipt of the decision of the Superintendent of Schools, request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within seven (7) calendar days to the Board (Schedule B). The Board shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a written decision in any case within thirty (30) calendar days of receipt of said grievance by the Board or within twenty (20) calendar days of the date of hearing with the employee, whichever comes later.

Level 5. If the employee is dissatisfied with the decision of the Board, if the grievance pertains to a matter of previous formal agreement between the Board and the Association, the employee or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent of Schools no later than fourteen (14) calendar days after the written decision of the Board is made known. The employee in order to process their grievance for Level 4 must have his/her request for such an action accompanied by the written recommendation of the Association.

A. Limitations As To Grievances

No claim by an employee shall constitute a grievable matter beyond Level 4 or be processed beyond Level 4 unless its resolution requires a determination as to the meaning or application of this Agreement. In addition, no claim by an employee shall constitute a grievable matter beyond Level 4 or be processed beyond Level 4 if it pertains to:

1. Any matter for which a review by Arbitration is prohibited by law.
2. Any matter for which a procedure for review is mandated by law.
3. Any rule or regulation dealing with the internal matters of the South Plainfield Board of Education or the State Commissioner of Education.
4. Any act beyond the Board's legal authority to act.
5. Unless otherwise set forth in this Agreement as a contractual right of a non-tenure teacher, a complaint of a non-tenure teacher which arises by reason of his not being re-employed.
6. Unless otherwise set forth in this Agreement as a contractual right of a teacher, a complaint occasioned by an appointment to or lack of retention in any position in which tenure is either not possible or not required.

D. Procedure for Securing the Services of an Arbitrator:

1. Initial Request. A request will be made to PERC (Public Employment Relations Commission) to submit a roster of persons qualified to function as an arbitrator on the dispute in question.
2. Second Request. If the parties are unable to determine a mutually satisfactory arbitrator for the submitted list, PERC will submit a second roster of names.
3. The parties agree to be bound by the rules and regulations of PERC.
4. Authority of Arbitrator. The arbitrator shall be limited himself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing else to nor subtract anything from nor modify any of the terms of the Agreement between the parties or any policy of the Board of Education. The arbitrator shall not be governed by the legal rules of evidence but may receive any logical evidence, which the arbitrator may deem to have probative value. The decision of the arbitrator shall be final and binding upon the Board and this Association unit and all its employees.

E. Rights of Employees to Representation:

Any aggrieved employee or employees may be represented at all stages of the grievance procedure by themselves, or at their option, commencing at Level 1 and beyond, by a representative selected or approved by the Association.

F. Miscellaneous:

1. Forms. Forms for filing grievances shall be given appropriate distributions so as to facilitate the operation of the grievance procedure. The sample of such forms shall be as set forth in Schedule B and attached hereto and made available through the immediate supervisor.

2. Number of Grievances. Only one grievance and all issues pertaining to said grievance may be heard before the designated arbitrator except where the parties agree to otherwise.
3. Compensation Limitation. Any employee who suffers any loss of compensation through the Board action may, if upheld by the arbitration proceeding, be reimbursed for such a loss provided that no adjustment of compensation shall be retroactive beyond ten (10) calendar days prior to the date the grievance occurred.
4. Meetings and Hearings. All meetings and hearings under this procedure shall not be conducted in public and shall include any such parties in interest and their designated or selected representative, heretofore referred to in this Article.
5. Decision of Arbitrator. The arbitrator shall be requested to render his/her decision within thirty (30) days after the case is presented for arbitration, but the determination of when the award shall be issued shall be within the discretion of the arbitrator.

G. Costs

1. Each party shall bear the total costs incurred by his/her participation. The fees and expenses of the arbitrator are the only cost, which shall be shared by the two parties, and such costs shall be shared equally.
2. The time lost by an employee or employees due to an arbitration proceeding must either be unpaid or charged to personal leave except where the employee is appearing at the request of the Board.

ARTICLE IV
TEACHERS' RIGHTS

A. Representation

Pursuant to N.J.S. 34:13A-1, et seq., public employees included in the negotiating unit have been, and shall be, protected in the exercise of, the right, freely and without fear of reprisal to form, join and assist the Association or refrain from any such activity. The Board and the Association respectively undertake and agree not to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed to them by said statute.

B. Provisions

No Teacher shall be disciplined, reprimanded, reduced in rank, or have his increment withheld without just cause. Any such action taken by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall be subject to the grievance procedure herein set forth.

C. Legal Rights

Nothing contained herein shall be construed to deny or restrict any Teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.

D. Teacher Files

1. Any teacher upon presentation of no less than twenty-four (24) hours written notice may inspect his personnel file, at a mutually acceptable time.
2. In the event a complaint or other similar material of a derogatory nature is to be placed in the Teacher's file the Teacher involved shall be notified within ten (10) calendar days of such placement and shall be given an opportunity to review such material. The Teacher's written comments, if any, responding to the derogatory material shall be made within ten (10) calendar days of such review.
3. A Teacher shall have the right to append his/her written comments to any evaluation filed, and these comments shall be made part of the evaluation filed.
4. Materials used by the Administration in determination of employment shall not be considered part of the personnel file.
5. No information pertaining to an employee's conduct, service, character, personality, or performance 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. The employee also has the right to submit a written answer to such material. This reply shall be signed and dated with a date indicating when this information was received by the supervisor or designee and/or attached to the reference document.

E. The Board agrees not to discriminate against any employee on the basis of race, creed, color, national origin, sex, age, physical challenge as prescribed by the "Americans with Disabilities Act," sexual orientation, marital status, or membership in or association with the activities of the Association.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

1. The Board agrees to furnish to the Association a current roster of Teachers (as of the 1st day of September of the current school year), one copy of agendas and minutes of all public Board meetings, one copy of names and addresses of all Teachers; and to make available to the Association such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Teachers and their students.

2. Names and addresses of all newly hired employees shall be made available to the Association by the Office of Personnel within ten (10) work days after they are hired.

B. Transaction of Association Business

Duly authorized representatives of the SPEA, MCEA, NJEA and NEA shall be permitted to enter any school building during the school day in order to carry out the appropriate SPEA business provided that such activity does not interfere with the conduct of normal school business or the duties of any Teacher. Any representative who enters any school shall notify the Principal or his/her designee of such representative's arrival and departure.

C. Use of School Buildings

The Association and its representative shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall receive a written request in advance of the time and place of all such meetings. His/her permission shall not be unreasonably withheld.

D. Use of School Equipment

The Association shall have access to school equipment to include: typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, with approval of the Principal. No equipment shall be removed from school property without the approval of the building Principal. The Association will pay for any damage to, or loss, or theft of school property while being used by the Association.

E. Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teacher's dining room. The size and location of the Association bulletin boards shall be mutually designated by the Association and the Principal. All materials to be posted on such bulletin boards shall require the approval of the building Principal; however, such approval shall not be unreasonably withheld.

F. Mailboxes

The Association shall have reasonable use of school mailboxes provided that said mailboxes shall not be used for distribution of any campaign material fostering the candidacy of any person seeking political office outside the scope of normal Association activity (i.e., election of Association officers), and further provided that a copy of such matter is submitted to the building Principal for approval prior to placing into mailboxes. Such approval shall not be unreasonably withheld. All Association material shall bear the name of the person authorizing the same.

G. Grant of Rights and Privileges

The rights and privileges of the Association as set forth in this Agreement shall be granted only to the Association as the majority representative of the teachers.

- H. The Board agrees to provide release time to three (3) Association Representatives whose workday extends beyond 3:30 p.m. in order to attend up to three (3) meetings per year of the Representative Council of the Association. In the event that there are more than (3) three Association Representatives, those representatives alone will be allowed to start work one half (1/2) hour earlier in order to attend up to (3) three meetings per year. It is understood that no more than (1) one person per office shall be afforded release time in order to attend the aforementioned Association meetings. The Association shall provide the Board with a list of the Association Representatives and a calendar of such meetings at the beginning of each school year.

ARTICLE VI **BOARD RIGHTS**

Except as otherwise provided in this Agreement and under the provisions of N.J.S. 34:13A-1, et seq., the South Plainfield Board of Education on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional laws and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey.

ARTICLE VII **SCHOOL CALENDAR**

- A. The Superintendent shall request proposed calendars from the district bargaining units no later than April 15th. The Superintendent will then hold a meeting with representatives of said units no later than April 30th to discuss the proposals and revisions. The Superintendent will then recommend adoption of a school calendar to the Board for ratification at their regular public meeting in May. All decisions by the Board on the calendar are final and not subject to the grievance procedure.
- B. The parties agree that in each year of this agreement two (2) unused snow days shall be returned as a unit holiday for all units, in return for mutual agreement that new teachers effective July 1, 2004, will be required to attend five (5) days orientation/in-service prior to the start of any contract year, at no additional compensation and as a condition of employment. New teachers are defined as all those whose initial contractual service begins effective September 1 of a school year. The specific returned snow days shall require that two (2) extra days shall be added to the Memorial Day weekend and/or any other mutually agreed upon day.

ARTICLE VIII **TEACHER ASSIGNMENT**

A. Notification

1. Date for Presently Employed Teachers

Not later than two (2) weeks prior to the close of school, notification will be posted apprising all Teachers of their salary levels, tentative class and/or subject assignments.

2. Revisions

In the event that changes in such schedules, class and/or subject assignments, or building assignments, are proposed after the last two (2) weeks of school, the Association and any Teacher affected shall be notified promptly in writing and, upon the request of the Teacher and the Association, the changes shall be promptly reviewed between the Superintendent or his/her representative and the Teacher affected and at his/her option a representative of the Association.

B. Traveling Teachers

Teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the prevailing I.R.S. rate for mileage. Travel time shall be considered part of the school day. Teacher's schedule shall adhere to the workday of the home school.

ARTICLE IX
TRANSFERS AND REASSIGNMENTS

A. Voluntary Transfers and Reassignments

1. No later than May 15 of each year, the Superintendent of Schools shall make available to the Association and post in all school buildings a list of the known unfilled positions, which he/she expects to fill prior to the opening of school in September.
2. Teachers who desire a change in grades and/or subject assignments or who desire to transfer to another building may file a written statement of such desire with their immediate supervisor not later than April 15. Copies shall also be forwarded to the building Principal of the Teacher requesting a transfer and to the Superintendent or his/her designee. Such statement shall include the grade and/or subject to which the Teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
3. A notice of voluntary transfer or reassignment shall be made to Teachers as soon as practicable and, except in cases of emergency, not later than seven (7) days prior to the last day of school. Involuntary transfers and reassignments may be made under this ARTICLE IX, as provided hereafter.
4. In the determination of requests for voluntary reassignments and/or transfer, the wishes of the individual Teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. If the Teacher requests, a decision as to a voluntary reassignment and/or transfer shall be made only after a meeting between the Teacher involved and his/her immediate supervisor. In the event the Teacher's request is denied after such meeting the Teacher may request and be granted a meeting with the Superintendent or his/her designee to review the matter. The Teacher may, at his/her option, have an Association representative present at such meeting. The decision of the Superintendent shall be final and not reviewable under the grievance procedure.

B. Involuntary Transfers and Reassignments

1. Involuntary transfers shall be made only after the preceding provisions of this Article have been followed.
2. Notices of an involuntary transfer or reassignment shall be given to Teachers as soon as practicable and, except in cases of emergency, not later than two (2) business days following the regularly scheduled August Board Meeting.
3. An involuntary transfer or reassignment shall be made only after a meeting between the Teacher involved and his/her immediate supervisor, at which time the Teacher will be notified of the reasons therefore. In the event a Teacher objects to the transfer or reassignment at this meeting, upon the request of the Teacher, the Superintendent or his/her designee will meet with him to review the matter. The Teacher may, at his/her option, have an Association representative present at such meeting.

ARTICLE X
PROMOTIONS

A. Positions Included

Promotional positions are defined as follows:

Positions of coordinators, principals, assistant principals, supervisors, directors, assistant superintendents, and superintendents.

1. Date of Posting

When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least twenty (20) calendar days before the final date when applications must be submitted and in no event less than seven (7) calendar days before such date. A copy of said notice shall be simultaneously mailed to the Association President. The Superintendent or his/her designee shall acknowledge promptly in writing the receipt of all such applications.

2. Application Procedure

Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent or Designee and President of the Association, together with the position(s) for which they desire to apply as defined in Section A of this ARTICLE, and an address where they can be reached during the summer. The Superintendent shall forward an adequate number of notices to the President of the Association who shall notify such Teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent by the Superintendent to the Association President as far in advance as practicable, ordinarily at least twenty (20) days before the final date when applications must be submitted and in no

event less than seven (7) days before such date. No later than the last two (2) weeks of school the Superintendent and the Association President shall publish a joint notice to all Teachers reminding them of the procedures as outlined in Section A of this ARTICLE.

B. Criteria for Notice

In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.

C. Selection of Applicant

All qualified Teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. Announcements of appointments shall be made by letter to each applicant and to the Association indicating the position filled and by whom.

ARTICLE XI
SICK LEAVE/BENEFITS

A. Accumulative Leave

As of September 1, 1985, all Teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave for Teachers employed after the first day of school in September shall be pro-rated on the basis of one day per month.

B. Sick Leave upon Return to District

Provided the teacher returns within three (3) years of termination, previously unused sick leave days, accumulated in the South Plainfield Schools shall be reapplied upon a Teacher's return to the school system. Teachers returning from a preferred eligibility list will retain all accumulated sick leave. There shall be no time limit imposed upon a teacher returning from a preferred eligibility list.

C. Benefits upon Retirement

1. Agreement was reached on benefits upon bona fide T.P.A.F. retirement, excluding vesting. In order to qualify, an employee must have accrued one hundred (100) sick days by age fifty-five (55) or thereafter, with twenty-five (25) years in South Plainfield as per N.J.S.A. 18A:16-18 et seq. Coverage at retirement for all benefits will be paid at our current rate and is to be for husband and wife up to age sixty-five (65) or adjusted downward by law to the point where Medicare will be paid at an earlier age. The earlier age shall be the standard intended in this clause. Payment shall be made to the insurance carrier at the rate in full effect at the time of employee's retirement date. Increases in cost beyond the retirement date or change in coverage are to be borne by the employee.

- a. Any teacher who files their retirement papers and who has twenty-five (25) years of service in South Plainfield, is at least fifty-five (55) years of age and commenced their employment on or before September 1, 1990, and has the aforementioned minimum of one hundred (100) accrued sick days, shall have their Dental and Prescription premiums paid by the District. The amount the district will pay shall be the rate at the time of retirement and this amount shall continue through the retiree's lifetime or age sixty-five (65), whichever comes first. Any increase in the premium rate, for either dental or prescription, above the aforementioned amount, shall be the responsibility of the retiree.
 - b. If at the time of retirement, full family dental or prescription benefits are being received, same shall continue until the age of sixty-five (65) years or death, whichever comes first.
2. Teachers retiring and receiving benefits under C.1., above shall not be paid for the first one hundred (100) days of accumulated sick leave days, but shall be paid for accumulated sick leave days between one hundred and one (101) and two hundred (200) at the rate of twenty dollars (\$20.00) per day.
 3. Teachers hired after September 1, 1990, or those who opt not to have their Prescription and Dental Insurance premiums paid by the Board (as per paragraph C.1., above) and are age fifty-five (55), with twenty-five (25) years or more of service in South Plainfield shall be paid for their accumulated sick leave days at the following rate: Days one (1) to one hundred (100) at thirty-five dollars (\$35.00) per day; Days one hundred and one (101) to two hundred (200) at fifty-five dollars (\$55.00) per day and Days two hundred and one (201) to three hundred (300) at sixty dollars (\$60.00) per day, up to a \$15,000.00 maximum.
 4. Those teachers who retire at age fifty-five (55) or beyond, with between fifteen (15) and twenty-five (25) years of service in South Plainfield, shall be paid for their accumulated sick leave upon retirement, at the rate of twenty-five dollars (\$25.00) per day for days one (1) to one hundred (100); and fifty-five dollars (\$55.00) per day for days one hundred and one (101) to two hundred (200), up to an \$8,000.00 maximum.
 5. Upon the death of a teacher who would satisfy the criteria under paragraph 3, the dollar benefit of their accumulated sick leave, as set forth in paragraph 3, shall enure to the benefit of that teacher's estate. This provision shall not include the prescription and dental benefits.
 6. Those employees who retire prior to December 31 of any school year shall be paid their accumulated sick leave payments on or about January 1. Those who retire between January 1 and June 30 shall receive such payments on or about July 1.

ARTICLE XII
TEMPORARY LEAVE OF ABSENCE

A. Maximum of Four Days

As of the beginning of the 2003/2004 school year, Teachers shall be entitled to a maximum of four (4) personal days of absence with no reason without loss of pay during any contract year (See Schedule C). Any personal days not taken shall accumulate as sick days.

B. Conditions

All leaves of absence referred to in this ARTICLE are subject to the following conditions:

1. At least three (3) school days notice shall be given in requesting a personal day from the building Principal or Supervisor/Director with the exception of cases of any personal day taken for serious illness in the family or any day necessary by reason of emergency. The Superintendent/Assistant Superintendent shall have final approval of all personal leave requests. Lacking such notice, the absence will be considered unauthorized and the Teacher's pay will be deducted at a daily rate of 1/200 (one two hundredth) of the annual salary. Deduction of salary will be waived in cases of emergency and/or family illness.
2. Request for personal leave under this ARTICLE shall not be granted on days immediately preceding or immediately following school vacation periods or a holiday, except in cases of emergency as approved by the Superintendent.
3. The Superintendent, in the best educational interest of the School District, is empowered to deny any request for the above days.

C. Bereavement Leave

1. Five (5) school days following the death of the demised, shall on request, be granted for each death of a spouse, child, parent, sibling or significant other during the school year.
2. Three (3) school days following the death of the demised, shall on request, be granted for each death of a grandfather, grandchild, grandmother, father-in-law, mother-in-law, daughter or son-in-law during the school year.
3. Two (2) school days following the death of the demised, shall on request, be granted for each death of a brother-in-law, sister-in-law, or other relative living in the same household.

D. Military

A regularly appointed Teacher who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence and paid the difference between his military pay and normal teaching pay. In addition, all Teachers who are members of the organized militia shall be entitled to leave of absence from their respective duties without loss of pay or time on all days during which they shall be engaged in active duty, active duty for training, or other duty ordered by the Governor; provided, however, that the leaves of absence for active duty or active duty for training shall not exceed ninety (90) days in the aggregate in any one year. Further, any Teacher who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or any other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in field training. A certificate shall be obtained from the commanding officer and presented to the Business Administrator to establish the required payment to the Teacher.

E. Extensions

Extensions to any temporary leave of absence as outlined in this ARTICLE may be made at the discretion of the Superintendent of Schools.

F. In Addition to Sick Leave

Leaves taken pursuant to this ARTICLE shall be in addition to any sick leave to which the Teacher is entitled.

G. Family and Medical Leave

The employer shall grant leave in accordance with the provisions of the Federal and State Family and Medical Leave Acts of 1990 and 1993. Effective January 1, 1997, health insurance premium coverage will continue to be paid for up to twelve (12) weeks of unpaid leave. After twelve (12) weeks of unpaid leave, payment for health insurance premiums shall be the employee's responsibility, except in those cases in which the employee has used all accumulated sick leave and is out on a protracted medical leave. This shall not impinge on any rights or entitlements under the State and Federal Family Leave Acts.

H. Jury Duty

Any teacher called to serve on Jury Duty, during the work year, shall receive their regular rate of pay, less the amount received for such Jury Duty. Jury Duty shall not be considered as vacation, sick leave or personal leave.

ARTICLE XIII
NON-TENURE NOTIFICATION

A. Notification of Status

On or before May 15 or as required by law of each year, the Board shall give to each non-tenure Teacher continuously employed 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 increase 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. Failure to Comply

Should the Board fail to give a non-tenure Teacher either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered, all 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 school year.

C. 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.

ARTICLE XIV
EXTENDED LEAVES OF ABSENCE

A. Outside Teaching

A Teacher on tenure may be granted, within reasonable limits, a leave of absence without pay for up to one (1) school year to teach or study in an accredited college or university.

B. Military

Military leave, without pay, shall be granted to any Teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment and for a further period of three (3) months after receiving discharge from such services.

C. Parenthood Leave

A Teacher requesting parenthood leave i.e. disability, shall obtain an official parenthood leave request form, as set forth in Schedule D. Said form shall be returned to the Superintendent as soon as possible but no later than sixty (60) days prior to the parenthood leave commencement date started therein. Typically, such leaves shall begin thirty (30) days before and end thirty (30) days after the birth of the child, unless additional disability leave or sick leave are needed due to complications associated with the delivery. The Board may request the District Medical Director, when applicable, to review the dates as stated by the Teacher and physician on the request form provided. If there should exist a disagreement between the Medical Director and the Teacher's physician with respect to said dates, a third physician mutually acceptable to the Medical Director and the Teacher's physician shall be requested to render his/her final and binding determination. However, no non-tenure Teacher shall be granted a parenthood leave to extend beyond June 30 of the school year for which the parenthood leave was requested. The employer shall grant leave in accordance with the provisions of the Federal Family and Medical Leave Act of 1993.

D. Adoption

Any tenure teacher adopting an infant child may receive similar leave, which shall commence upon his/her receiving de facto custody of said infant, or earlier, if necessary to fulfill requirements for adoption. No teacher on such leave shall, on the basis of said leave, be denied the opportunity to substitute in the South Plainfield School District provided he/she shall have the recommendation of the Superintendent of Schools.

E. Other Leave

Other leaves of absence without pay may be granted by the Board upon the recommendation of the Superintendent of Schools.

1. Upon return from leave granted pursuant to Sections A and B of this ARTICLE, a Teacher shall be considered as though he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she not been absent. A Teacher shall not receive increment credit for time spent on a leave granted pursuant to Section C, D, or E of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which a Teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credit toward sabbatical eligibility, shall be restored to him/her upon his/her return, and he/she shall be assigned within the scope of his/her certification as permitted by the New Jersey State Board of Examiners.

F. Extensions and Renewals

All extensions or renewals of leaves must be requested in writing and, if granted, a written notification will be supplied by the Superintendent of Schools.

G. Return from Leave

A Teacher on any form of leave under this ARTICLE must provide notice of return to the Superintendent by April 1 of the school year prior to the school year of return by written notice, certified mail, return receipt requested.

- H. Effective January 1, 1997, health insurance premium coverage will continue to be paid up to twelve (12) weeks of unpaid leave. After twelve (12) weeks of unpaid leave, payment for health insurance premiums shall be the employee's responsibility, except in those cases in which the employee has used all accumulated sick leave and is out on a protracted medical leave. This shall not impinge on any rights or entitlements under the State and Federal Family Leave Acts.

ARTICLE XV
SABBATICAL LEAVE

A. Purpose

Sabbatical Leave is a plan designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments, the contrary, it is a privilege granted to employees for their professional advancement so that they may better serve the local school district.

B. Condition

Sabbatical or professional leaves of absence are granted solely for the purpose of promoting the more efficient conduct of the public schools. In no case, therefore, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless in their considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefited. Sabbatical leaves may be granted to no more than two (2) Teachers. The best criterion for judging a particular leave of absence procedure is whether in the long run it will contribute to the improvement of teaching service.

C. Eligibility

Any Teacher who has completed seven (7) or more years of continuous satisfactory service in the South Plainfield Schools may, upon recommendation of the Superintendent, be granted a leave of absence for one (1) full school year for study or travel on a full-time basis. Subsequent leaves will not be authorized unless and until one shall have re-established eligibility by serving another period of seven (7) continuous years of successful service.

D. Application for Leave

1. Application for sabbatical leave shall be made on or before January 15 of any year. If approved, such leave shall officially begin at the beginning of the school year immediately following.
2. Application shall be made to the Superintendent and must include a program or itinerary to be followed by the employee during the period of leave.
3. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. Due consideration shall be given to the reasonable and equitable distribution of the application among the different schools and departments.
4. Each applicant shall be notified promptly by the Superintendent in writing of the decision of the Board concerning his application, which decision of the Board shall be rendered no later than the regular March Board meeting.

E. Physical Examination

If an application for sabbatical leave is favorably considered by the Superintendent, the applicant may be given, in advance of approval, a physical examination at the discretion of the Board of Education for the purpose of determining whether there is reasonable probability that he will be physically able to return to service and teach for the minimum period required by these regulations. As a condition of sabbatical leave up to and including the expiration thereof, the applicant's health shall remain generally as at the time of such examination.

F. Subsequent Service

1. As a condition to being granted leave, the employee shall enter into a contract upon terms to be mutually agreed upon to continue in the service of the South Plainfield Board of Education for a period of not less than three (3) years after the expiration of the leave of absence.
2. If an employee fails to continue in service after such leave of absence, such employee shall repay to the Board of Education of the Borough of South Plainfield, in the County of Middlesex, a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of three (3) subsequent years of service bears to the full three (3) years, unless such employee is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation. Promissory note is required. An agreement and note or notes encompassing the provisions herein shall be signed by the member of the professional staff in advance of taking such sabbatical leave.

G. Status of Tenure and Pension

The period of sabbatical leave shall count as regular service for the purpose of retirement planning, and contributions by the employees to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.

H. Illness or Accident

Should the program of study or itinerary being pursued by an employee on sabbatical leave be interrupted by a serious accident or illness during such leave (established by evidence satisfactory to the Superintendent), this fact shall not constitute a breach of the conditions of such leave nor prejudice the Teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by registered letter within ten (10) days of its occurrence or ten (10) days from the applicant's ability to give such notice, whichever is later.

I. Forfeiture of Leave

If the Superintendent has sufficient facts to indicate that an employee on sabbatical leave may not be fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the employee an opportunity to be heard.

J. Sabbatical to Maternity Leave

If an employee on sabbatical leave of absence shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent, pursuant to Article IX, Section C, of this Agreement, and shall be transferred from sabbatical to maternity leave of absence.

K. Return to Active Employment

1. At the expiration of sabbatical leave, the certificated employee shall be reinstated in the position held by such employee at the time such leave was granted, unless he/she shall agree otherwise, provided conditions do not arise which, in the judgment of the Board, indicate the desirability of changing such employee's location and type of work.
2. Presentation of a written report to the Superintendent of Schools in which is stated the activities engaged in while on sabbatical leave and the subsequent benefits expected there from is required by September 30.
3. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his absence.

I. Salary

1. The salary granted to an employee on sabbatical leave shall be two-thirds (2/3) of employee's contracted salary, less the regular deduction for U.S. Federal Income Tax, Social Security, and for N.J. Teachers' Pension Fund as computed for all present entrants employed in the state.
2. Salary shall be paid in accordance with the general time schedule for payment of salaries in the South Plainfield Public Schools, unless other mutually satisfactory arrangements are made.

ARTICLE XVI
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Professional Observation and Visitation

A Teacher shall be expected from time to time to participate in professional observation and visitation at Board expense as recommended by his/her Principal and approved by the Superintendent of Schools, provided such funds are available in the budget.

B. Request for Visitation or Observation

A request for a visitation or observation may be made by Teachers to their Building Principal and the Superintendent or his/her designee.

ARTICLE XVII
INSURANCE PROTECTION

A. Health-Care Coverage

As of the beginning of the 2003/2004 school year, the Board shall provide at no cost to the employee, the health-care insurance protection designated below.

1. All new hires as of July 1, 2003, shall be eligible to receive full family DPP coverage for the length of their employment.
2. All teachers hired between July 1, 2000 and July 1, 2003, shall be eligible to receive full family coverage under the plan they are currently enrolled in until they receive tenure. At the time of tenure, these teachers shall have the option to choose traditional PPO coverage or remain in the DPP. They shall also have the option to switch plans at their discretion during an enrollment period. This option can be utilized as many times as deemed necessary by the employee for the length of their employment.
3. Employees hired prior to July 1, 2000, shall be eligible to receive full family coverage. All these employees have the option to choose traditional PPO or DPP and may switch plans at their discretion during an enrollment period. This option can be utilized as many times as deemed necessary by the employee for the length of their employment.
4. For each Teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period from the earliest possible date on which enrollment in the plan is possible.
5. Provisions of the health-care insurance program shall be detailed in master policies and contracts, and they shall include Connecticut General (U.C.R. Plan), Rider J, Major Medical and effective August 1, 2000, a ten dollar (\$10.00) generic/ fifteen dollar (\$15.00) brand/five dollar (\$5.00) mail-in co-pay prescription plan. The Board agrees to explore mail order generic prescriptions in an attempt to achieve lower rates.
6. Effective July 1, 1981, a full family dental plan shall be provided by the Board as detailed in master policies and contract.
7. Deductible shall be set forth according to the following schedule:
Effective with the 1992/93 school year, \$300 single/\$600 family.
8. Effective with the 1990/1991 school year a pre-admission certification and a second opinion are required on all surgery.
9. Effective with the 1990/1991 school year, both parties agree to establish an Employee Assistance Program and set the cost on a fifty-fifty basis, maximum cost to be three dollars (\$3.00) per employee per month.
10. Effective with the 1995/96 school year, after a covered employee has attained \$3,000 covered expenses in a calendar year in excess of the amount of major medical deductible, benefits for him/her will be payable at the rate of 100% for the remainder of the calendar year. This represents an increase from the present \$2,000 to \$3,000 for 100% coverage.

B. Retirement Coverage

The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contract, provided that the carrier allows provision for such continuance and the retiree agrees to pay the premiums involved.

C. Description to Teachers

The Board shall instruct the carrier to provide each Teacher and retiree, where applicable, a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of each school year which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XVIII
TEACHERS WORK DAY AND MEETING SCHEDULE

Except for coaching and extra-curricular duties, the opening and closing of the school day for South Plainfield Teachers in the elementary, middle and high schools, respectively, for the term of the within contract are as follows:

A. Elementary Schools (K-4):

The elementary school workday shall be six (6) hours and fifty (50) minutes in duration. It is understood that all Teachers will stay a full one-half (1/2) hour beyond the students' day, five (5) days a week, to be available to give students voluntary extra help when needed. The elementary school teachers shall have a minimum of one (1) duty free period each day. Duty free periods shall be a minimum of thirty (30) minutes duration, three (3) times a week, and forty (40) minutes, two (2) times a week.

B. Grant Elementary (5-6):

The Grant School workday shall be six (6) hours and fifty (50) minutes in duration. It is understood that all Teachers will stay one-half (1/2) hour beyond the students' day, five (5) days a week, to be available to give students voluntary extra help when needed. The Teachers shall have a forty (40) minute lunch and one (1) duty free period of no less than forty (40) minutes each day.

C. Middle School:

The Middle School workday shall be seven (7) hours. It is understood that, two (2) days a week, the Teacher will stay no less than a full period beyond the close of the students' day to be available to give students voluntary extra help when needed.

D. High School:

The High School workday shall be seven (7) hours. It is understood that, two (2) days a week, the Teacher will stay no less than a full period beyond the close of the students' day to be available to give students voluntary extra help when needed.

- E. District-wide Wednesday Meeting Schedule is as follows:
- First Wednesday of the month - Curriculum/Departmental meetings.
- Second Wednesday of the month - Grade level meetings
- Third Wednesday of the month - Faculty meetings
- Fourth Wednesday of the month - S.P.E.A. meetings
- Fifth Wednesday of the month - Faculty meetings
- F. Notwithstanding the provisions of Paragraph A through D above, the building principal shall have the right to call, and the Teachers shall attend, two (2) additional meetings per month. In no event shall there be more than two (2) meetings per week, nor shall any such meeting be called for a Friday. Said additional two (2) meetings shall not exceed one (1) hour beyond the students' day. The principal shall provide one (1) day's notice and an agenda with that notice.
- G. Effective with the 2003/2004 school year all elementary teachers (K-4) shall have a fifty (50) minute lunch. Grant Elementary 5-6 teachers shall have a forty (40) minute lunch.
- H. In those instances in which classroom teachers attend "Back to School Nights," CST members will also attend. Attendance will be at the teacher's home school or at the school that the Administration directs them to attend. Under no circumstances shall a CST member be required to attend more than one (1) "Back to School Night" in any school year.
- I. With the exception of High School Guidance Counselors, a flex schedule shall not exceed forty-five (45) minutes before or after the start or finish of the students' regular school day. Flex schedule shall only be assigned if mutually agreed upon by the teacher and his/her Principal/Supervisor.
- J. High School Guidance Counselors may work a Flex Schedule starting no later than 10:00 A.M. only if mutually agreed upon by the teacher (counselor) and his/her supervisor. Those teachers (counselors) who volunteer to be assigned to a guidance flex schedule shall work a maximum of seven (7) hours, including a lunch equal in time to that of the students' lunch period. All teachers (counselors) who volunteer to work such a flex schedule shall receive a cell phone for security purposes. A supervisor shall be on site with that teacher (counselor) at all times.

ARTICLE XIX
SALARIES

A. Salary Schedule

The salaries of all Teachers covered by this Agreement are set forth in Schedule A for the school year 2007/08, 2008/09 and 2009/10 school year that are attached hereto and made a part hereof.

B. Method of Payment

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments with an option for direct deposit.
2. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be deposited in an individual interest bearing account in one bank for all.
3. When a payday falls on or during a school holiday vacation or weekend Teachers shall receive their paychecks on the last previous working day.
4. Teachers shall receive their final checks on the last working day in June, providing they have completed all professional responsibilities.
5. Teachers shall receive their pay schedules for the school year with their first paycheck in September.
6. Each Teacher shall be placed on his/her proper step of the salary schedule. Provided that the requirements dictated by the professional standards for his/her position have been successfully met. Such placement will be in accordance with paragraph seven (7) below.
7. Employees shall receive up to five (5) years of credit for prior public school teaching experience. Employees may receive beyond five (5) years credit upon the recommendation of the Superintendent and at the Boards discretion. Credit for work experience related to the position for which the employee is being hired may be granted at the time of initial appointment on a case-by-case basis. Decisions by the Board to grant or not to grant work experience credit are not arbitrable. There shall be a five (5) year limit on the amount of related work experience credit that may be granted.
8. Teachers shall be notified of their contract and salary status for the ensuing year on a date established by state law or regulation.
9. The Board of Education agrees to hire as teachers only individuals who comply with the rules and regulations of the New Jersey State Board of Examiners.

C. All social workers, LDTC's, psychologists, speech therapists and special education teachers employed prior to June 30, 1981, shall be compensated at the ratio of 1.025 times their appropriate salary on the attached Salary Guides only and thereafter frozen at the rate. All social workers, LDTC's, psychologists, speech therapists and special education teachers employed after June 30, 1981, shall be compensated only at the rate established for their step and degree on the attached Salary Guide.

D. All team leaders shall be compensated at the ratio of 1.055 times their appropriate salary on the attached Salary Guide.

- E. Any member who works the summer months of July and August shall be paid at the rate of \$40.00 per hour. This summer pay rate shall apply to all unit members, except that the pay rate for the Staff Developer and the High School Substance Abuse Counselor shall be a per diem rate at 1/200th of their annual salary for each full day worked in excess of the defined teacher work year, to include any and all school recess days, prorated for no less than half day increments for a maximum of twenty (20) additional per diem days per year.
- F. Effective July 1, 2003, any teacher who covers a class during their duty free period shall be compensated at the rate of \$40.00 per period for the first three (3) days. This rate shall convert, retroactively, to 1/6 of 1/200 of the teacher's annual wage per period after the third day. Those teachers whose prorated hourly pay would be less than forty dollars (\$40.00) per period will remain at the forty dollars (\$40.00) per period rate. This provision shall also apply to any member assigned to function as acting principal in the elementary schools.
- G. Bedside instructors shall be paid at the rate of thirty dollars (\$30.00) per hour effective April 1, 2004 through June 30, 2004 and thirty-two (\$32.00) per hour effective July 1, 2004.
- H. Full time Teachers who are assigned to an early A.M. class shall be reimbursed at the rate of \$40.00 per period for the first three (3) days. This rate shall convert, retroactively, to 1/6 of 1/200 of the teacher's annual wage per period after the third day. Those teachers whose prorated hourly pay rate would be less than forty-dollars (\$40.00) per period will remain at the forty dollars (\$40.00) per period rate. Deductions shall not be made for any day in which the sixth class is not in session or when the employee is not present due to illness or leave of absence. This additional reimbursement shall be considered as part of the total salary for the employee for pension purposes and applicable taxes. Volunteers shall be first sought before an involuntary assignment is made. If an insufficient number of volunteers come forward, the Board can assign such class. Such classes shall be limited to elective, non-core subjects.
- I. In the event that the "Disciplinarian" is assigned to a Saturday Tutorial Program, he/she shall be compensated at the rate of thirty-five dollars (\$35.00) per hour. No member of the bargaining unit other than the Disciplinarian is covered by this paragraph.
- J. In this Agreement, 2007 through 2010, the Association has funded all movement into and through the "L steps" from the negotiated salary increase pool.
- K. Procedures for advanced placement on salary guide.
1. To be assured of acceptance for credit on the salary guide in degree-plus categories, courses to be used for such application must be submitted to the Office of the Superintendent by the employee involved prior to enrollment. (Forms available at District Personnel Office.)
 2. Courses thus approved as beneficial to a teacher's assigned responsibility when taken prior to receipt of the Masters Degree, but outside of the Masters Program, may still be applied to Masters-plus categories.
 3. When a member of the professional staff believes he/she is eligible for advancement on the salary guide, he/she may obtain the proper application from the District Personnel Office and may submit the completed application to that office for review.

4. General categories and requirements:

BA+15-15 hours (6 in teaching area; 9 other)

MA -Evidence of completion of Degree Program (Diploma)

MA+15 -15 hours (6 in teaching area; 9 other)

MA+30 -30 hours (12 in teaching area; 18 other)

MA+45 -45 hours (18 in teaching area; 27 other)

Doctorate -Evidence of completion of Degree Program (Diploma)

5. Professional employees who have currently accumulated graduate credits should submit them for approval by October 15 (retroactive to September 1) and February 15 (retroactive to January 1). Forms available at District Personnel Office.

6. All courses submitted to the Office of the Superintendent for degree-plus approval must be taken at the graduate level. Prior approval of the Superintendent must be secured.

7. In-service credits – teachers may take up to fifteen (15) in-service credits for advancement on the salary guide. Advancement to following levels will be permitted:

BA+15

MA+15

MA+30

MA+45

In-service courses can be used in conjunction with college courses for movement to the above levels. Teachers will receive one (1) credit for each fifteen (15) hours of instruction they attend for the same course. Approved courses will be offered through the district in-service program. Credit will be given in lieu of payment to staff. The Board will provide a minimum of three (3) courses per semester. If this program is terminated during the length of this contract, the Board will retroactively pay teachers who choose credit in lieu of payment.

- L. 1. Should the Board determine to implement a voluntary and non-mandatory In-Service Program to take place during the summer or a school recess period, participating employees, excluding the teacher who acts as an instructor for the In-Service Program, shall be paid \$125.00 per school day for their attendance. One half (1/2) programs shall be paid at one half (1/2) the daily rate. Any such In-Service Program shall not include activities such as curriculum writing or mandated training. The Superintendent shall develop a menu of In-Service offerings with mutual input from the South Plainfield Education Association and upon the final authority of the Superintendent. Participating employees will be reimbursed for their traveling expenses to and from the In-Service Program.
2. Any teacher who acts as an instructor for the In-Service Program shall be paid 1/200th of his/her annual salary for any day spent as an instructor.

3. Full-time teachers who volunteer for, or are assigned to, an early morning (preschool) non-credit class of a remedial nature (e.g., HSPT) which runs for less than a full semester shall be paid at the rate of 1/5 of 1/200th of the Teacher's annual wage per period of instruction. This shall be retroactive to September 1994.

ARTICLE XX
DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

The Board agrees to deduct from the salaries of its Teachers dues for the United Teaching Profession which includes the South Plainfield Education Association, the Middlesex County Education Association, the New Jersey Education Association and the National Education Association, as said Teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e), and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the South Plainfield Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing on an appropriate form.

B. Certification of Dues

Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such change.

C. Additional Authorizations

Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

D. Procedure for Withdrawal

The filing of notice of a Teacher's withdrawal shall be prior to June 1 and become effective to halt deductions as of July 1 next succeeding the date on which notice of withdrawal is filed.

E. Tax Shelter Annuities

The Board shall provide for a 403(b) tax shelter with semi-monthly deductions and individual account deposits within five (5) workdays.

ARTICLE XXI
AGENCY SHOP

A. Representation Fee

The Board of Education and the Association agree to a representation fee of up to eighty-five percent (85%) as set by the Association annually.

B. Purpose of Fee

If a Teacher does not become a member of the South Plainfield Education Association during any membership year (from September 1 to July 1), which is covered in whole or in part by this Agreement, said employee would be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

C. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership, dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to an amount up to eighty-five percent (85%) as set forth by the Association annually. At no time shall the fees charged exceed the amount specified. Further, the Association guarantees to the Board that the assessments do not include in any amounts dues, fees and assessments to be expended for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or apply to benefits available only to the members of the majority representative.

D. Deduction and Transmission of Fee

1. Notification

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

2. Demand and Return

Chapter 447, P.L. 1979, requires that no representation fee deduction can be made unless the majority representative first establishes a demand and return system. This system provides that a non-union member may appeal the amount of the representative fee assessed against him/her. The Association must provide the non-union member with a full and fair hearing and has the burden of proof in justifying the amount of the fee. Non-members who are

dissatisfied with the outcome of their appeal at the local level may appeal to a three-member Tripartite State Board. The Association shall provide evidence of the existence of this system to the Board of Education and to all non-union members before any deductions are made.

E. Indemnification

The South Plainfield Education Association will save harmless and ensure that the Board of Education is blameless against all forms of financial liability that may arise out of, or by reason of, any action taken or not taken in conformance with this provision. Any action taken by members of the South Plainfield Education Association, now or prospectively, will necessitate that the Association fully indemnify the Board of Education from any and all costs pertaining to questions arising out of agreement to this clause.

ARTICLE XXII
IN-SCHOOL WORK YEAR

The Teachers' in-school work year shall consist of one hundred eighty-eight (188) days, including four (4) professional days. New Teachers, those hired effective September 2004, shall work five (5) additional "orientation days" pursuant to Article VII, paragraph B.

ARTICLE XXIII
MISCELLANEOUS

A. Board Policy

This Agreement constitutes a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Printing Agreement

Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed. An additional fifty (50) copies of the Agreement shall be provided to the Association in each year of the Agreement.

D. Notice

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do by telegram or registered letter at the following addresses:

1. If by the Association, to Board at the Roosevelt Administration Building, 125 Jackson Avenue, South Plainfield, NJ 07080.
2. If by the Board, to Association at the school address of the Association President.

E. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual Teacher shall be subject to and consistent with the terms of this Agreement. Any inconsistencies between their agreement individual contractual terms, whether by error or design, are subject to correction and revision. The terms of the contract during its duration shall be controlling.

F. Savings Clause

Proposed new rules shall be negotiated with the majority representatives before they are established.

G. No Strike Clause

The Association agrees that while this Agreement is in effect it will not call or in any manner sanction, and that the employees covered by this Agreement will not engage in any strike, slowdown, or other concerted activity resulting in interference with or impediment to school operation; nor will the Association ignore or disregard any such strike or activity by employees.

H. Complete Negotiations Clause

This Agreement represents and incorporates the complete and final settlement by the parties of all issues, which were or could have been the subject of negotiations. During the terms of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The foregoing shall not prevent the Association from negotiating as to the impact of any reduction in force during the term of this Agreement.

ARTICLE XXIV
SIXTH TEACHING PERIOD IN LIEU OF
PREPARATION PERIOD

1. Should any teacher be required to teach a sixth class in which the teacher is required to plan, assign grades, conduct parent conferences, or perform any and all other duties normally associated with his/her other classes, that individual shall be reimbursed at the rate of \$40.00

per period for the first three (3) days. This rate shall convert, retroactively, to 1/6 of 1/200 of the teacher's annual wage per period after the third day. Those teachers whose prorated hourly pay would be less than forty dollars (\$40.00) per period will remain at the forty dollars (\$40.00) per period rate. Deductions shall not be made for any day in which the sixth class is not in session or when the employee is not present due to illness or leave of absence. This additional reimbursement shall be considered as part of the total salary for the employee for pension purposes and applicable taxes. A teacher will be assigned to teach such a sixth period only if a full-time Teacher, teaching in the subject area, is not available. Reasonable efforts will be made to assign Teachers to a sixth teaching period on a rotating basis. Such Teachers will not be assigned a duty.

2. This provision will not be utilized to eliminate the positions of Teachers who hold existing partial contracts.
3. The exercise of administrative discretion in connection with the foregoing will be reviewable by the Superintendent, whose decision will be reviewable under the grievance procedure only for abuse of discretion.
4. Subject to New Jersey Education Law and applicable regulations and decisions, any present tenured full-time Teacher who because of an enrollment decrease or other reason is reduced to a part-time position will be reinstated to work his/her full-time position before a sixth teaching period in his/her assigned subject area is offered to or assigned a full-time Teacher.

ARTICLE XXV **TUITION REIMBURSEMENT**

1. Tuition paid for graduate courses shall be reimbursed by the Board of Education beginning summer of 1994 subject to the following conditions:
 - a. Courses are approved by the Superintendent of Schools or his/her designee prior to enrollment and the denial of it is grievable to the Board but is non-arbitrable.
 - b. Regardless of degree level the courses must be related to the teacher's present assignment or part of certification or advanced degree requirement beneficial to the assignment.
 - c. The courses must be completed satisfactorily with a grade of "B" or better. Official transcripts must be submitted.
 - d. Tuition shall be paid by the Board of Education up to a maximum of the average state college graduate rate, times nine (9) credits per year per teacher. To be eligible, a teacher must complete three (3) years of employment.
 - e. Evidence of payment of tuition must be presented before reimbursement will be paid.
 - f. Applicants shall not have received tuition scholarship aid from some other sources, which equals or exceeds tuition rate. If aid does not equal the state college rate, reimbursement will be the difference.

- g. The district shall expend no more than \$25,000 for tuition reimbursement per year. Effective July 1, 2004 there shall be two (2) periods of application for tuition reimbursement. Twelve thousand five hundred dollars (\$12,500) shall be allotted for approved summer and fall courses with any monies left carried over, and twelve thousand five hundred (\$12,500) shall be allotted for spring courses. Payment shall be based on first come, first served with all new applicants being considered first.
- h. Reimbursement is subject to Internal Revenue Service rules and regulations.
- i. Employees must remain employed by the District for two (2) years after receipt of tuition reimbursement. Employees that leave the District's employ prior to that time shall return to the District a pro rata portion of the amount received. Employees separated involuntarily due to disability, death or reduction in force shall not be subject to this provision.

2. Pay and Expenses for Required Training

If a Teacher is requested in writing by the Board of Education to take a course in order to meet the needs of the district, the Board agrees to reimburse said Teacher for the cost of tuition, or to provide the course at no cost to the Teacher. This Board will not pay tuition for course work necessary for certification.

- 3. Teachers may take any District Continuing Education course without charge, provided the course tuition is a charge of the Board of Education and not an outside contract and space is available.

ARTICLE XXVI
ATHLETIC TRAINER

- 1. Certification Status - In the event the Board appoints an Athletic Trainer who is certificated to teach by the State Department of Education, then the current SPEA contract and long standing practices will continue to apply, as follows:
 - A. Salary shall be in accordance with the then existing Teachers' Salary Guide.
 - B. Fringe benefits shall be the same as provided all other teaching staff members.
 - C. Work day shall continue to be flexible in order to accommodate the need for the Trainer to attend evening practices and games, and shall consist of a seven (7) hour work day on a Flex Schedule as agreed upon by the supervisor and employee.
- 2. Licensure Status - In the event the Board appoints an Athletic Trainer who is not certificated to teach, but who holds the appropriate license issued by the State Board of Medical Examiners, then the following provisions will apply:
 - A. Salary shall be governed by a separate non-certificated Athletic Trainers' Salary Guide, which is attached hereto and made a part hereof. The Trainer shall possess a Bachelor's degree in order to qualify for guide placement.

- B. Fringe benefits and workday shall be the same as provided in 1.B. and 1.C. above.
- C. Work year shall be ten and one half (10½) months, which includes two hundred and twenty (220) workdays per year.

ARTICLE XXVII
DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2010, subject to the Association's right to negotiate over a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. The parties of the Agreement shall mutually agree upon any extension in writing, and, unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

SOUTH PLAINFIELD
EDUCATION ASSOCIATION

SOUTH PLAINFIELD
BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

SCHEDULE A**TEACHERS GUIDE 2007-2008**

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
0	42,591	43,641	44,691	45,741	46,791	47,841
1	43,091	44,141	45,191	46,241	47,291	48,341
2	44,091	45,141	46,191	47,241	48,291	49,341
3	45,091	46,141	47,191	48,241	49,291	50,341
4	46,091	47,141	48,191	49,241	50,291	51,341
5	47,091	48,141	49,191	50,241	51,291	52,341
6	49,091	50,141	51,191	52,241	53,291	54,341
7	51,691	52,741	53,791	54,841	55,891	56,941
8	54,591	55,641	56,691	57,741	58,791	59,841
9	58,591	59,641	60,691	61,741	62,791	63,841
10	62,591	63,641	64,691	65,741	66,791	67,841
11-14	70,591	71,641	72,691	73,741	74,791	75,841
L1 15-19	75,650	76,700	77,750	78,800	79,850	81,457
L2 20-24	76,650	77,700	78,750	79,800	80,850	82,457
L3 25-29	79,548	80,619	82,167	83,217	83,678	84,678
L4 30-34	81,403	82,474	84,022	85,072	85,533	86,533
L5 35 +	82,403	83,474	85,022	86,072	86,533	87,533

SCHEDULE A**TEACHERS GUIDE 2008-2009**

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
0	43,741	44,791	45,841	46,891	47,941	48,991
1	44,241	45,291	46,341	47,391	48,441	49,491
2	45,241	46,291	47,341	48,391	49,441	50,491
3	46,241	47,291	48,341	49,391	50,441	51,491
4	47,241	48,291	49,341	50,391	51,441	52,491
5	48,241	49,291	50,341	51,391	52,441	53,491
6	50,241	51,291	52,341	53,391	54,441	55,491
7	52,841	53,891	54,941	55,991	57,041	58,091
8	55,741	56,791	57,841	58,891	59,941	60,991
9	59,741	60,791	61,841	62,891	63,941	64,991
10	63,741	64,791	65,841	66,891	67,941	68,991
11-14	71,741	72,791	73,841	74,891	75,941	76,991
L1 15-19	76,800	77,850	78,900	79,950	81,000	82,607
L2 20-24	77,800	78,850	79,900	80,950	82,000	83,607
L3 25-29	80,698	81,769	83,317	84,367	84,828	85,828
L4 30-34	82,588	83,659	85,207	86,257	86,718	87,718
L5 35 +	83,588	84,659	86,207	87,257	87,718	88,718

SCHEDULE A**TEACHERS GUIDE 2009-2010**

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
0	44,996	46,046	47,096	48,146	49,196	50,246
1	45,496	46,546	47,596	48,646	49,696	50,746
2	46,496	47,546	48,596	49,646	50,696	51,746
3	47,496	48,546	49,596	50,646	51,696	52,746
4	48,496	49,546	50,596	51,646	52,696	53,746
5	49,496	50,546	51,596	52,646	53,696	54,746
6	51,496	52,546	53,596	54,646	55,696	56,746
7	54,096	55,146	56,196	57,246	58,296	59,346
8	56,996	58,046	59,096	60,146	61,196	62,246
9	60,996	62,046	63,096	64,146	65,196	66,246
10	64,996	66,046	67,096	68,146	69,196	70,246
11-14	72,996	74,046	75,096	76,146	77,196	78,246
L1 15-19	78,055	79,105	80,155	81,205	82,255	83,862
L2 20-24	79,055	80,105	81,155	82,205	83,255	84,862
L3 25-29	81,953	83,024	84,572	85,622	86,083	87,083
L4 30-34	83,851	84,922	86,470	87,520	87,981	88,981
L5 35 +	84,851	85,922	87,470	88,520	88,981	89,998

**SOUTH PLAINFIELD PUBLIC SCHOOLS
SOUTH PLAINFIELD, NEW JERSEY**

TEACHERS' SALARY GUIDE FLOW CHART

Step	Years 2007-08	Years 2008-09	Years 2009-10
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	#11-14	#11-14	#11-14
*L1	15-19	15-19	15-19
*L2	20-24	20-24	20-24
*L3	25-29	25-29	25-29
*L4	30-34	30-34	30-34
*L5	35 +	35 +	35 +

*All years of service must be in District.

If all service is not in South Plainfield, the individual will remain on Step 11-14 until they have completed 15 years in South Plainfield and then proceed to L1 15.

SCHEDULE A

SALARY GUIDES

REGISTERED NURSES/LICENSED PRACTICAL NURSES

2007/2008 SCHOOL YEAR			
REGISTERED NURSES		LICENSED PRACTICAL NURSES	
1	39,162	1	32,961
2	40,162	2	33,961
3	41,388	3	34,961
4	42,062	4	35,961
5	43,062	5	36,961
6	45,062	6	37,966
7	46,742		
8	47,348		

2008/2009 SCHOOL YEAR			
REGISTERED NURSES		LICENSED PRACTICAL NURSES	
1	40,267	1	34,066
2	41,267	2	35,066
3	42,493	3	36,066
4	43,167	4	37,066
5	44,167	5	38,066
6	46,167	6	39,071
7	47,847		
8	48,453		

2009/2010 SCHOOL YEAR			
REGISTERED NURSES		LICENSED PRACTICAL NURSES	
1	41,170	1	34,969
2	42,170	2	35,969
3	43,396	3	36,969
4	44,070	4	37,969
5	45,070	5	38,969
6	47,070	6	39,974
7	48,750		
8	49,356		

SCHEDULE A

ATHLETIC TRAINER SALARY GUIDE

2007/2008

STEP	BA	MA
1	42,591	44,691
2	43,091	45,191
3	44,091	46,191
4	45,091	47,191
5	46,091	48,191
6	47,091	49,191
7	49,091	51,191
8	51,691	53,791
9	54,591	56,691

2008/2009

STEP	BA	MA
1	43,741	45,841
2	44,241	46,341
3	45,241	47,341
4	46,241	48,341
5	47,241	49,341
6	48,241	50,341
7	50,241	52,341
8	52,841	54,941
9	55,741	57,841

2009/2010

STEP	BA	MA
1	44,996	47,096
2	45,496	47,596
3	46,496	48,596
4	47,496	49,596
5	48,496	50,596
6	49,496	51,596
7	51,496	53,596
8	54,096	56,196
9	56,996	59,096

SCHEDULE A
COACHES SALARY GUIDE
2007-2008

HEAD COACHES	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
High School								
Football	A	6,314	7,077	7,839	8,137	8,447	8,767	9,101
Basketball	B	5,313	6,195	7,077	7,346	7,625	7,914	8,216
Wrestling	B	5,313	6,195	7,077	7,346	7,625	7,914	8,216
Track, Spring	C	5,051	5,814	6,576	6,826	7,085	7,354	7,634
Softball	C	5,051	5,814	6,576	6,826	7,085	7,354	7,634
Baseball	C	5,051	5,814	6,576	6,826	7,085	7,354	7,634
Soccer	C	5,051	5,814	6,576	6,826	7,085	7,354	7,634
Gymnastics	C	5,051	5,814	6,576	6,826	7,085	7,354	7,634
Field Hockey	C	5,051	5,814	6,576	6,826	7,085	7,354	7,634
Lacrosse	C	5,051	5,814	6,576	6,826	7,085	7,354	7,634
Volleyball	C	5,051	5,814	6,576	6,826	7,085	7,354	7,634
Track, Winter	D	4,813	5,564	5,945	6,171	6,405	6,649	6,902
Cheerleading	D	4,813	5,564	5,945	6,171	6,405	6,649	6,902
Cross Country	D	4,813	5,564	5,945	6,171	6,405	6,649	6,902
Bowling	D	4,813	5,564	5,945	6,171	6,405	6,649	6,902
*Plus \$500 stipend for two Varsity teams								
Tennis	D	4,813	5,564	5,945	6,171	6,405	6,649	6,902
Golf	D	4,813	5,564	5,945	6,171	6,405	6,649	6,902
Faculty Manager	E	5,051	5,444	5,814	6,034	6,264	6,502	6,749
Equipment Manager	E	5,051	5,444	5,814	6,034	6,264	6,502	6,749
Weight Training – 3 Sessions		3,667						
Middle School								
Football		3,908	4,301	4,682	4,860	5,044	5,236	5,435
Basketball		3,908	4,301	4,682	4,860	5,044	5,236	5,435
Wrestling		3,908	4,301	4,682	4,860	5,044	5,236	5,435
Soccer		3,908	4,301	4,682	4,860	5,044	5,236	5,435
Cross Country		3,669	4,051	4,420	4,588	4,762	4,943	5,131
Baseball		3,669	4,051	4,420	4,588	4,762	4,943	5,131
Softball		3,669	4,051	4,420	4,588	4,762	4,943	5,131
Track		3,669	4,051	4,420	4,588	4,762	4,943	5,131
Field Hockey		3,669	4,051	4,420	4,588	4,762	4,943	5,131
Cheerleading		3,669	4,051	4,420	4,588	4,762	4,943	5,131
Faculty Manager		5,051	5,444	5,814	6,034	6,264	6,502	6,749
Grant School								
Basketball		2,818	3,211	3,592	3,729	3,870	4,017	4,170

SCHEDULE A

**COACHES SALARY GUIDE
2007-2008**

ASSISTANT COACHES	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<u>High School</u>								
Football – 1 st Assistant	A	4,682	5,444	6,195	6,431	6,675	6,929	7,192
Football	A	4,301	4,932	5,564	5,774	5,995	6,222	6,458
Basketball	B	4,182	4,813	5,444	5,652	5,866	6,089	6,320
Wrestling	B	4,182	4,813	5,444	5,652	5,866	6,089	6,320
Track, Spring	C	3,908	4,539	5,182	5,379	5,584	5,796	6,016
Softball	C	3,908	4,539	5,182	5,379	5,584	5,796	6,016
Baseball	C	3,908	4,539	5,182	5,379	5,584	5,796	6,016
Soccer	C	3,908	4,539	5,182	5,379	5,584	5,796	6,016
Gymnastics	C	3,908	4,539	5,182	5,379	5,584	5,796	6,016
Field Hockey	C	3,908	4,539	5,182	5,379	5,584	5,796	6,016
Lacrosse	C	3,908	4,539	5,182	5,379	5,584	5,796	6,016
Volleyball	C	3,908	4,539	5,182	5,379	5,584	5,796	6,016
Track, Winter	D	3,789	4,182	4,539	4,712	4,891	5,076	5,269
Cheerleading	D	3,789	4,182	4,539	4,712	4,891	5,076	5,269
<u>Middle School</u>								
Football		3,038	3,157	3,276	3,401	3,530	3,665	3,803
Basketball		3,038	3,157	3,276	3,401	3,530	3,665	3,803
Wrestling		3,038	3,157	3,276	3,401	3,530	3,665	3,803
Track		3,038	3,157	3,276	3,401	3,530	3,665	3,803

SCHEDULE A
COACHES SALARY GUIDE
2008-2009

HEAD COACHES	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
High School								
Football	A	6,567	7,360	8,153	8,462	8,785	9,118	9,465
Basketball	B	5,526	6,443	7,360	7,640	7,930	8,231	8,544
Wrestling	B	5,526	6,443	7,360	7,640	7,930	8,231	8,544
Track, Spring	C	5,253	6,046	6,839	7,100	7,368	7,648	7,940
Softball	C	5,253	6,046	6,839	7,100	7,368	7,648	7,940
Baseball	C	5,253	6,046	6,839	7,100	7,368	7,648	7,940
Soccer	C	5,253	6,046	6,839	7,100	7,368	7,648	7,940
Gymnastics	C	5,253	6,046	6,839	7,100	7,368	7,648	7,940
Field Hockey	C	5,253	6,046	6,839	7,100	7,368	7,648	7,940
Lacrosse	C	5,253	6,046	6,839	7,100	7,368	7,648	7,940
Volleyball	C	5,253	6,046	6,839	7,100	7,368	7,648	7,940
Track, Winter	D	5,006	5,786	6,183	6,418	6,661	6,915	7,178
Cheerleading	D	5,006	5,786	6,183	6,418	6,661	6,915	7,178
Cross Country	D	5,006	5,786	6,183	6,418	6,661	6,915	7,178
Bowling	D	5,006	5,786	6,183	6,418	6,661	6,915	7,178
*Plus \$500 stipend for two Varsity teams								
Tennis	D	5,006	5,786	6,183	6,418	6,661	6,915	7,178
Golf	D	5,006	5,786	6,183	6,418	6,661	6,915	7,178
Faculty Manager	E	5,253	5,662	6,046	6,276	6,515	6,763	7,019
Equipment Manager	E	5,253	5,662	6,046	6,276	6,515	6,763	7,019
Weight Training – 3 Sessions		3,814						
Middle School								
Football		4,064	4,473	4,869	5,054	5,246	5,445	5,652
Basketball		4,064	4,473	4,869	5,054	5,246	5,445	5,652
Wrestling		4,064	4,473	4,869	5,054	5,246	5,445	5,652
Soccer		4,064	4,473	4,869	5,054	5,246	5,445	5,652
Cross Country		3,816	4,213	4,597	4,771	4,952	5,141	5,336
Baseball		3,816	4,213	4,597	4,771	4,952	5,141	5,336
Softball		3,816	4,213	4,597	4,771	4,952	5,141	5,336
Track		3,816	4,213	4,597	4,771	4,952	5,141	5,336
Field Hockey		3,816	4,213	4,597	4,771	4,952	5,141	5,336
Cheerleading		3,816	4,213	4,597	4,771	4,952	5,141	5,336
Faculty Manager		5,253	5,662	6,046	6,276	6,515	6,763	7,019
Grant School								
Basketball		2,930	3,339	3,736	3,878	4,024	4,178	4,337

SCHEDULE A

**COACHES SALARY GUIDE
2008-2009**

ASSISTANT COACHES	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<u>High School</u>								
Football – 1 st Assistant	A	4,869	5,662	6,443	6,688	6,942	7,206	7,480
Football	A	4,473	5,129	5,786	6,005	6,235	6,471	6,717
Basketball	B	4,349	5,006	5,662	5,878	6,101	6,333	6,573
Wrestling	B	4,349	5,006	5,662	5,878	6,101	6,333	6,573
Track, Spring	C	4,064	4,721	5,390	5,594	5,807	6,028	6,257
Softball	C	4,064	4,721	5,390	5,594	5,807	6,028	6,257
Baseball	C	4,064	4,721	5,390	5,594	5,807	6,028	6,257
Soccer	C	4,064	4,721	5,390	5,594	5,807	6,028	6,257
Gymnastics	C	4,064	4,721	5,390	5,594	5,807	6,028	6,257
Field Hockey	C	4,064	4,721	5,390	5,594	5,807	6,028	6,257
Lacrosse	C	4,064	4,721	5,390	5,594	5,807	6,028	6,257
Track, Winter	D	3,940	4,349	4,721	4,900	5,086	5,279	5,480
Volleyball	C	3,940	4,349	4,721	4,900	5,086	5,279	5,480
Cheerleading	D	3,940	4,349	4,721	4,900	5,086	5,279	5,480
<u>Middle School</u>								
Football		3,159	3,283	3,407	3,537	3,671	3,811	3,955
Basketball		3,159	3,283	3,407	3,537	3,671	3,811	3,955
Wrestling		3,159	3,283	3,407	3,537	3,671	3,811	3,955
Track		3,159	3,283	3,407	3,537	3,671	3,811	3,955

SCHEDULE A
COACHES SALARY GUIDE
2009-2010

HEAD COACHES	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
High School								
Football	A	6,829	7,654	8,479	8,801	9,136	9,483	9,843
Basketball	B	5,747	6,701	7,654	7,945	8,247	8,560	8,886
Wrestling	B	5,747	6,701	7,654	7,945	8,247	8,560	8,886
Track, Spring	C	5,464	6,288	7,113	7,383	7,663	7,954	8,257
Softball	C	5,464	6,288	7,113	7,383	7,663	7,954	8,257
Baseball	C	5,464	6,288	7,113	7,383	7,663	7,954	8,257
Soccer	C	5,464	6,288	7,113	7,383	7,663	7,954	8,257
Gymnastics	C	5,464	6,288	7,113	7,383	7,663	7,954	8,257
Field Hockey	C	5,464	6,288	7,113	7,383	7,663	7,954	8,257
Lacrosse	C	5,464	6,288	7,113	7,383	7,663	7,954	8,257
Volleyball	C	5,464	6,288	7,113	7,383	7,663	7,954	8,257
Track, Winter	D	5,206	6,018	6,430	6,675	6,927	7,191	7,465
Cheerleading	D	5,206	6,018	6,430	6,675	6,927	7,191	7,465
Cross Country	D	5,206	6,018	6,430	6,675	6,927	7,191	7,465
Bowling	D	5,206	6,018	6,430	6,675	6,927	7,191	7,465
*Plus \$500 stipend for two Varsity teams								
Tennis	D	5,206	6,018	6,430	6,675	6,927	7,191	7,465
Golf	D	5,206	6,018	6,430	6,675	6,927	7,191	7,465
Faculty Manager	E	5,464	5,889	6,288	6,527	6,775	7,033	7,300
Equipment Manager	E	5,464	5,889	6,288	6,527	6,775	7,033	7,300
Weight Training – 3 Sessions		3,966						
Middle School								
Football		4,227	4,652	5,064	5,256	5,456	5,663	5,878
Basketball		4,227	4,652	5,064	5,256	5,456	5,663	5,878
Wrestling		4,227	4,652	5,064	5,256	5,456	5,663	5,878
Soccer		4,227	4,652	5,064	5,256	5,456	5,346	5,878
Cross Country		3,969	4,381	4,781	4,962	5,150	5,346	5,550
Baseball		3,969	4,381	4,781	4,962	5,150	5,346	5,550
Softball		3,969	4,381	4,781	4,962	5,150	5,346	5,550
Track		3,969	4,381	4,781	4,962	5,150	5,346	5,550
Field Hockey		3,969	4,381	4,781	4,962	5,150	5,346	5,550
Cheerleading		3,969	4,381	4,781	4,962	5,150	7,033	5,550
Faculty Manager		5,464	5,889	6,288	6,527	6,775	6,252	7,300
Grant School								
Basketball		3,047	3,473	3,885	4,033	4,185	4,345	4,510

SCHEDULE A

**COACHES SALARY GUIDE
2009-2010**

ASSISTANT COACHES	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<u>High School</u>								
Football – 1 st Assistant	A	5,064	5,889	6,701	6,956	7,220	7,494	7,779
Football	A	4,652	5,335	6,018	6,246	6,484	6,730	6,985
Basketball	B	4,523	5,206	5,889	6,113	6,345	6,586	6,836
Wrestling	B	4,523	5,206	5,889	6,113	6,345	6,586	6,836
Track, Spring	C	4,227	4,909	5,605	5,818	6,040	6,269	6,507
Softball	C	4,227	4,909	5,605	5,818	6,040	6,269	6,507
Baseball	C	4,227	4,909	5,605	5,818	6,040	6,269	6,507
Soccer	C	4,227	4,909	5,605	5,818	6,040	6,269	6,507
Gymnastics	C	4,227	4,909	5,605	5,818	6,040	6,269	6,507
Field Hockey	C	4,227	4,909	5,605	5,818	6,040	6,269	6,507
Lacrosse	C	4,227	4,909	5,605	5,818	6,040	6,269	6,507
Volleyball	C	4,227	4,909	5,605	5,818	6,040	6,269	6,507
Track, Winter	D	4,098	4,523	4,909	5,096	5,290	5,491	5,699
Cheerleading	D	4,098	4,523	4,909	5,096	5,290	5,491	5,699
<u>Middle School</u>								
Football		3,286	3,415	3,544	3,679	3,818	3,964	4,113
Basketball		3,286	3,415	3,544	3,679	3,818	3,964	4,113
Wrestling		3,286	3,415	3,544	3,679	3,818	3,964	4,113
Track		3,286	3,415	3,544	3,679	3,818	3,964	4,113

SCHEDULE A**EXTRA-CURRICULAR SALARY GUIDE
2007-2008**

ACTIVITY	Step 1	Step 2	Step 3	Step 4	Step 5
High School					
Stage Director	2,525	2,622	2,721	2,825	2,931
Drama Coach	2,525	2,622	2,721	2,825	2,931
Yearbook Advisor	3,037	3,153	3,273	3,398	3,527
Yearbook Treasurer	2,288	2,374	2,465	2,557	2,655
Student Council	3,037	3,153	3,273	3,398	3,527
School Newspaper	2,645	2,745	2,850	2,958	3,071
Activity Fund Treasurer	3,551	3,684	3,827	3,971	4,120
Jerseyan Advisor	2,776	2,882	2,991	3,104	3,223
Chorus	2,919	3,030	3,146	3,265	3,388
Band Director	6,816	7,090	7,314	7,547	7,789
Band Assistant	3,276	3,401	3,531	3,664	3,803
Project Acceleration Teacher	1,775	1,844	1,912	1,984	2,061
Advanced Placement Coordinator	1,775	1,844	1,912	1,984	2,061
Advanced Placement	1,780				
Musical Vocal Director	1,466				
Musical Orchestra Director	1,189				
Musical Choreographer	872				
Musical Accompanist	297				
Senior Class Advisor	2,061				
Junior Class Advisor	1,742				
Sophomore Class Advisor	1,742				
Freshman Class Advisor	1,742				
Literary Magazine	1,466				
National Honor Society	1,691				
Winter Guard Choreographer (3)	2,061				
Math Team Advisor	1,397				
Debate Team Advisor	1,397				
Color Guard Advisor	2,932				
Academic Team Advisor	2,288				
Company Front Choreographer	872				
A.V. Coordinator	2,385				
NOTE					
New Club Advisors – Full Year	908				
New Club Advisor – Half Year	454				

SCHEDULE A

**EXTRA-CURRICULAR SALARY GUIDE
2007-2008**

ACTIVITY	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Middle School</u>					
School Newspaper	2,144	2,225	2,311	2,398	2,490
Student Council	2,144	2,225	2,311	2,398	2,490
Drama Coach	2,144	2,225	2,311	2,398	2,490
Graduation	1,500	1,559	1,617	1,680	1,742
Assistant Drama Coach	456				
Stage Director	1,466				
Literary Magazine	1,327				
Yearbook Advisor	1,327				
Chorus	1,327				
6 th Grade Advisor	1,466				
7 th Grade Advisor	1,466				
8 th Grade Advisor	1,466				
Choir Accompanist	1,009				
<u>NOTE</u>					
New Club Advisors – Full Year	908				
New Club Advisors – Half Year	454				
<u>Grant School/Elementary Schools</u>					
Student Council	1,595	1,658	1,719	1,786	1,853
Safety Patrol	1,775	1,844	1,912	1,984	2,061
<u>NOTE</u>					
New Club Advisors – Full Year	908				
New Club Advisors – Half Year	454				
<u>Special Services</u>					
Special Olympics	2,859	2,968	3,080	3,198	3,320

SCHEDULE A**EXTRA-CURRICULAR SALARY GUIDE
2008-2009**

ACTIVITY	Step 1	Step 2	Step 3	Step 4	Step 5
High School					
Stage Director	2,626	2,727	2,829	2,938	3,048
Drama Coach	2,626	2,727	2,829	2,938	3,048
Yearbook Advisor	3,158	3,279	3,404	3,534	3,668
Yearbook Treasurer	2,380	2,469	2,563	2,660	2,761
Student Council	3,158	3,279	3,404	3,534	3,668
School Newspaper	2,751	2,854	2,964	3,076	3,194
Activity Fund Treasurer	3,693	3,831	3,980	4,130	4,285
Jerseyan Advisor	2,887	2,997	3,111	3,229	3,352
Chorus	3,036	3,151	3,272	3,395	3,524
Band Director	7,089	7,373	7,607	7,849	8,100
Band Assistant	3,407	3,537	3,672	3,810	3,955
Project Acceleration Teacher	1,846	1,918	1,988	2,064	2,144
Advanced Placement Coordinator	1,846	1,918	1,988	2,064	2,144
Advanced Placement	1,852				
Musical Vocal Director	1,525				
Musical Orchestra Director	1,236				
Musical Choreographer	906				
Musical Accompanist	309				
Senior Class Advisor	2,144				
Junior Class Advisor	1,812				
Sophomore Class Advisor	1,812				
Freshman Class Advisor	1,812				
Literary Magazine	1,525				
National Honor Society	1,759				
Winter Guard Choreographer (3)	2,144				
Math Team Advisor	1,453				
Debate Team Advisor	1,453				
Color Guard Advisor	3,049				
Academic Team Advisor	2,380				
Company Front Choreographer	906				
A.V. Coordinator	2,480				
NOTE					
New Club Advisors – Full Year	944				
New Club Advisor – Half Year	473				

SCHEDULE A

**EXTRA-CURRICULAR SALARY GUIDE
2008-2009**

ACTIVITY	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Middle School</u>					
School Newspaper	2,230	2,314	2,403	2,494	2,589
Student Council	2,230	2,314	2,403	2,494	2,589
Drama Coach	2,230	2,314	2,403	2,494	2,589
Graduation	1,560	1,621	1,682	1,747	1,812
Assistant Drama Coach	474				
Stage Director	1,525				
Literary Magazine	1,380				
Yearbook Advisor	1,380				
Chorus	1,380				
6 th Grade Advisor	1,525				
7 th Grade Advisor	1,525				
8 th Grade Advisor	1,525				
Choir Accompanist	1,049				
<u>NOTE</u>					
New Club Advisors – Full Year	944				
New Club Advisors – Half Year	473				
<u>Grant School/Elementary Schools</u>					
Student Council	1,659	1,724	1,788	1,857	1,927
Safety Patrol	1,846	1,918	1,988	2,064	2,144
<u>NOTE</u>					
New Club Advisors – Full Year	944				
New Club Advisors – Half Year	473				
<u>Special Services</u>					
Special Olympics	2,973	3,087	3,204	3,326	3,452

SCHEDULE A

**EXTRA-CURRICULAR SALARY GUIDE
2009-2010**

ACTIVITY	Step 1	Step 2	Step 3	Step 4	Step 5
<u>High School</u>					
Stage Director	2,731	2,836	2,943	3,055	3,170
Drama Coach	2,731	2,836	2,943	3,055	3,170
Yearbook Advisor	3,285	3,411	3,540	3,675	3,814
Yearbook Treasurer	2,475	2,568	2,666	2,766	2,872
Student Council	3,285	3,411	3,540	3,675	3,814
School Newspaper	2,861	2,969	3,082	3,199	3,322
Activity Fund Treasurer	3,840	3,984	4,139	4,295	4,457
Jerseyan Advisor	3,002	3,117	3,235	3,358	3,486
Chorus	3,157	3,277	3,403	3,531	3,665
Band Director	7,372	7,668	7,911	8,163	8,424
Band Assistant	3,543	3,678	3,819	3,963	4,114
Project Acceleration Teacher	1,920	1,994	2,068	2,146	2,229
Advanced Placement Coordinator	1,920	1,994	2,068	2,146	2,229
Advanced Placement	1,926				
Musical Vocal Director	1,586				
Musical Orchestra Director	1,286				
Musical Choreographer	943				
Musical Accompanist	322				
Senior Class Advisor	2,229				
Junior Class Advisor	1,884				
Sophomore Class Advisor	1,884				
Freshman Class Advisor	1,884				
Literary Magazine	1,586				
National Honor Society	1,829				
Winter Guard Choreographer (3)	2,229				
Math Team Advisor	1,511				
Debate Team Advisor	1,511				
Color Guard Advisor	3,171				
Academic Team Advisor	2,475				
Company Front Choreographer	943				
A.V. Coordinator	2,579				
<u>NOTE</u>					
New Club Advisors – Full Year	982				
New Club Advisor – Half Year	492				

SCHEDULE A

EXTRA-CURRICULAR SALARY GUIDE 2009-2010

ACTIVITY	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Middle School</u>					
School Newspaper	2,319	2,406	2,499	2,594	2,693
Student Council	2,319	2,406	2,499	2,594	2,693
Drama Coach	2,319	2,406	2,499	2,594	2,693
Graduation	1,622	1,686	1,749	1,817	1,884
Assistant Drama Coach	493				
Stage Director	1,586				
Literary Magazine	1,435				
Yearbook Advisor	1,435				
Chorus	1,435				
6 th Grade Advisor	1,586				
7 th Grade Advisor	1,586				
8 th Grade Advisor	1,586				
Choir Accompanist	1,091				
<u>NOTE</u>					
New Club Advisors – Full Year	982				
New Club Advisors – Half Year	492				
<u>Grant School/Elementary Schools</u>					
Student Council	1,726	1,793	1,859	1,931	2,005
Safety Patrol	1,920	1,994	2,068	2,146	2,229
<u>NOTE</u>					
New Club Advisors – Full Year	982				
New Club Advisors – Half Year	492				
<u>Special Services</u>					
Special Olympics	3,092	3,210	3,332	3,459	3,591

SCHEDULE B

**SOUTH PLAINFIELD PUBLIC SCHOOLS
GRIEVANCE FORM
LEVEL II**

Name of Grievant: _____

School: _____

Principal: _____

Please complete the following attesting to your compliance with Article III, Section C, Paragraph 1, of the Grievance Procedure:

Date of Level I Discussion: _____ Time: _____

Participants:

Subject Discussed:

Level II Grievance Form (Continued)

Pursuant to the procedure set down in Article III, Section C, Paragraph 2, of the Agreement between the between the South Plainfield Education Association and the South Plainfield Board of Education, this grievance is set forth to _____, Principal.

I. Nature of Grievance:

II. Cite Authority:

III. Define the Adjustment You Seek:

Signature of Grievant

Date

Note: Additional pages may be attached, if necessary. The Principal shall communicate his/her decision to the School Employee in writing within five (5) calendar days of receipt of this grievance.

SCHEDULE B

SOUTH PLAINFIELD PUBLIC SCHOOLS
GRIEVANCE FORM
LEVEL III

Name of Grievant: _____

School: _____

Principal: _____

Date of Level I Discussion: _____

Date of Level II Form Received by Principal: _____

Date Received Principal's Reply of Level II Grievance: _____

Level III Grievance Form (Continued)

Dear _____,

Pursuant to the Agreement between the South Plainfield Education Association and the South Plainfield Board of Education, Article III, Section C, Paragraph 3, this appeal to the Superintendent of Schools sets forth the following:

I. Nature of Grievance Submitted to Principal:

II. Cite Authority:

III. Reason for School Employee's Dissatisfaction with Principal's Decision:

IV. Define the Adjustments you seek:

Signature of Grievant

Date

Note: Additional pages may be attached, if necessary.

In order to consider this appeal, a copy of the Level II Grievance Form must accompany this document.

The Superintendent of Schools shall communicate his/her decision in writing to the School Employee and Principal within a period not to exceed twenty-one (21) calendar days.

SCHEDULE B

SOUTH PLAINFIELD PUBLIC SCHOOLS
GRIEVANCE FORM
LEVEL IV

Name of Grievant: _____

School: _____

Principal: _____

Date of Level I Discussion: _____

Date of Level II Form Received by Principal: _____

Date of Level II Written Decision by Principal: _____

Date of Level III Appeal to Superintendent: _____

Date of Level III Written Decision by Superintendent: _____

Level IV Grievance Form (Continued)

Dear _____,

Pursuant to the Agreement between the South Plainfield Education Association and the South Plainfield Board of Education, Article III, Section C, Paragraph 4, please forward this Appeal to the South Plainfield Board of Education for disposition:

I. Nature of Grievance Submitted to Principal:

II. Cite Authority:

III. Reason for School Employee's Dissatisfaction with Superintendent's Decision:

IV. Define the Adjustment you seek:

Signature of Grievant

Date

Note: Additional pages may be attached, if necessary.
In order to consider this appeal, copies of Level II and Level III Grievance Forms must accompany this document.

The Board shall communicate their decision in writing through the Superintendent to the Principal and School Employee within a period not to exceed thirty (30) calendar days.

SCHEDULE D

PARENTHOOD LEAVE REQUEST FORM

School Employee

School

Principal

CONFIRMATION OF PREGNANCY

Date of medical confirmation of pregnancy: _____

Date of expected delivery: _____

Signature of Physician

Date

Physician's Address

Physician's Phone Number

REQUEST FOR PAID MEDICAL LEAVE (using accumulated sick days)

Date medical leave begins: _____
(This time period is limited to the 30-day calendar days before expected delivery.)

Date medical leave ends: _____
(This time period is limited to the 30-day calendar days after expected delivery.)

REQUEST FOR UNPAID PARENTHOOD LEAVE

Date leave begins: _____

Date leave ends: _____

Effective January 1, 1997, health insurance premium coverage will continue to be paid for up to twelve (12) weeks of unpaid leave. After twelve (12) weeks of unpaid leave, payment for health insurance premiums shall be the employee's responsibility.

Signature of School Employee

Date

Please complete and forward to the Human Resources Office.

Date of Board of Education approval _____

SCHEDULE C

**SOUTH PLAINFIELD PUBLIC SCHOOLS
SOUTH PLAINFIELD, NEW JERSEY**

**SOUTH PLAINFIELD EDUCATION ASSOCIATION (TEACHERS UNIT)
REQUEST FOR TEMPORARY LEAVE OF ABSENCE**

Maximum of Four (4) Days

Name _____ Date _____

Requested date(s) of temporary leave of absence _____

Please specify number of days:

_____ Personal, no reason _____

BEREAVEMENT LEAVE

Please check reason and describe:

_____ 1. A total of five (5) school days following the death of the demised shall on request be granted for each death of a spouse, parent, child, sibling, or significant other during the work year _____

_____ 2. Three (3)-school days following the death of the demised shall on request be granted for the death of a grandfather, grandmother, grandchild, father-in-law, mother-in-law, daughter-in-law, or son-in-law during the school year _____

_____ 3. Two (2) school days following the death of the demised shall be provided for the death of a brother-in-law, sister-in-law, or other relative living in the same household _____

All leaves of absence referred to above are subject to the following conditions:

1. At least three (3) school days notice shall be given in requesting a personal day from the building Principal or Supervisor/Director with the exception of cases of any personal day taken for serious illness in the family or any day necessary by reason of emergency. Lacking such notice, the absence will be considered unauthorized and the employees' pay will be deducted at their daily rate of pay. Deduction of salary will be waived in cases of emergency and/or family illness.
2. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any request for the above days.
3. Extensions to any temporary leaves of absence as outlined above may be made at the discretion of the Superintendent of Schools.

I hereby certify that the above statements are true to the best of my knowledge.

Employee's signature _____ Date _____

Approved _____ Date _____
Building Administrator

Approved _____ Date _____
Superintendent/Assistant Superintendent

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