## **AGREEMENT**

between

THE FAIRFIELD BOARD OF EDUCATION

and

THE FAIRFIELD EDUCATION ASSOCIATION

For July 1, 2019 to June 30, 2024

## TABLE OF CONTENTS

	Page
PREAMBLE	4
RECOGNITION CLAUSE	4
ARTICLE I	4
DURATION OF AGREEMENT	4
ARTICLE II	4
MEDICAL INSURANCE COVERAGE	4
DENTAL INSURANCE COVERAGE	5
PRESCRIPTION PLAN INSURANCE COVERAGE	5
OPTICAL INSURANCE COVERAGE	5
NEW EMPLOYEE HEALTH COVERAGE	5
PART-TIME EMPLOYEE HEALTH COVERAGE	6
OPT OUT PLAN	6
ARTICLE III	6
GRIEVANCEPROCEDURE	6
ARTICLE IV	9
COMPENSATION	9
ARTICLEV	11
SICK LEAVE	11
ARTICLE VI	13
TEMPORARY LEAVES OF ABSENCE	13
ARTICLE VII	14
EXTENDED LEAVES OF ABSENCE	14
ARTICLE VIII	15
MATERNITY LEAVE	15
ARTICLE IX	17
TEACHING HOURS AND TEACHING LOAD	17
ADTICLEY	21

WORK ASSIGNMENTS	21
ARTICLE XI	22
TEACHER EVALUATION	22
ARTICLE XII	24
REDUCTION IN FORCE AND RE-EMPLOYMENT	24
ARTICLE XIII	25
TUITION REIMBURSEMENT FOR ADVANCED STUDIES	25
ARTICLE XIV	27
IN-SERVICE GRADUATE ADVANCEMENT	27
ARTICLE XV	27
SUBSEQUENTNEGOTIATIONS	27
ARTICLE XVI	27
NON-REPRISAL FOR NEGOTIATIONS PARTICIPATION	27
ARTICLE XVII	28
BOARD RIGHTS	28
ARTICLE XVIII	28
PRINTING AND DISTRIBUTION OF THE NEGOTIATED AGREEMENT	28
ARTICLE XIX	28
MENTORING	28
ARTICLE XX	28
SEPARABILITY AND SAVINGS	28
ARTICLE XXI	28
CUSTODIANS	28
ARTICLE XXII	30
> ENTIRE AGREEMENT	30
SCHEDULE A: TEACHER SALARIES	3
SCHEDULE B: TEACHER STIPENDS	36
SCHEDULE C: SUPPORT STAFF SALARIES	3
SCHEDIII E D. CLOSSARV	40

## FAIRFIELD, NEW JERSEY

## PREAMBLE

The Board of Education and the Fairfield Education Association recognize and declare that providing a quality education for the children of the Fairfield School District is their mutual aim and that the character of such education depends predominately upon their method of cooperation.

## **RECOGNITION CLAUSE**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the Board of Education of the Township of Fairfield, Essex County, New Jersey, hereinafter referred to as THE BOARD, and the Fairfield Education Association, hereinafter referred to as THE ASSOCIATION.

WHEREAS, the parties have reached certain understandings which they wish to embody in a written Agreement; and

WHEREAS, these certain understandings have been reached between the Board and the Association, the said Association being the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for the unit of all instructional and educational support personnel, including non-confidential secretaries, custodians, and aides, whether under contract or on leave, full or part-time, employed by the Board, excluding administrative, cafeteria and playground aides, cafeteria personnel, and substitute teachers.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the following mutual covenants, it is mutually agreed between the Board and the Association as follows:

### **ARTICLE I**

## **DURATION OF AGREEMENT**

The Agreement shall take effect on July 1, 2019, and shall continue to June 30, 2024.

#### **ARTICLE II**

## MEDICAL INSURANCE COVERAGE

The Board hereby agrees to pay 100% of the group rate cost, subject to the mandatory statutory contribution of said premium for providing Point of Service ("POS") or Preferred Provider Plan ("PPO"), single plan for all employees unless employee elects to decline coverage. In addition, the Board will pay 100% of the group rate, subject to the mandatory statutory contribution of said premium for spouse and family coverage as specified above for all those employees in the Association's unit who elect the single coverage. Each employee receiving health insurance coverage, shall contribute, through payroll deductions, the amounts required by P.L. 2011, c. 78 for the cost of insurance premiums.

Effective June 1, 2017, the Board will provide medical benefits through Gateway BMED. The policy provided through BMED shall mirror the policy offered through SEHBP known as Direct 10. This change shall not affect prescription or dental benefits.

The Board reserves the right to change plans, as long as benefits are not diminished.

The Board shall offer additional health, dental and/or prescription benefit plans to the Association members at any time in addition to those set forth under this Article.

If after July 1, 2022 through the end of this contract, should there be a change in the law P.L. 2011, c.78, upon the request of either party, the parties will agree to discuss the change in this law. This discussion shall not be considered a re-opening of this 2019-2024 contract and there is no obligation on either party to negotiate a change in the current language of this 2019-2024 contract.

## **DENTAL INSURANCE COVERAGE**

The Board agrees to pay the full cost for full family coverage for dental insurance with a \$50 per person/\$100 per employee and dependent or spouse/\$150 per family annual deductible.

The Board reserves the right to change dental insurance plans, as long as benefits are not diminished,

## PRESCRIPTION PLAN INSURANCE COVERAGE

The Board hereby agrees to pay the full cost for full family coverage of prescription plan insurance. Prescription plan insurance coverage shall have \$20.00 co-payment for brand-name prescriptions, \$10.00 co-payment for generic brand prescriptions, and \$10.00 for mail-in prescriptions. All other plan benefits shall remain unchanged. There shall be no cap on the prescription premium for the life of this Agreement, The Board reserves the right to change prescription plans, as long as benefits are not diminished.

## OPTICAL INSURANCE COVERAGE

The Board hereby agrees to pay the full cost for full family coverage for an optical insurance program. The optical insurance coverage shall have no deductible. The Board reserves the right to change optical plans, as long as benefits are not diminished.

## NEW EMPLOYEE HEALTH COVERAGE

Employees hired after September 1, 1998, with no previous experience in Fairfield or any previous Fairfield employee, who has resigned, shall receive the following health insurance coverage:

The first three years shall include medical and prescription coverage as described in this Article.

The fourth year and thereafter the employee shall receive all health insurance coverage as described in this Article.

## PART-TIME EMPLOYEE HEALTH BENEFIT COVERAGE

Part-Time For the purposes of receiving benefits under this Agreement, including medical coverage, i.e., Major Medical, optical, dental and prescription, "part-time" teachers must work an average of at least 24 hours per week. Custodians, secretaries and aides must work at least thirty (30) hours per week to be eligible for such medical benefits.

## **OPT OUT PLAN**

Upon submission of written proof of alternate coverage, which shall include a valid copy of an insurance card, employees opting to decline medical coverage under the Board's plan shall be paid 25% of the premium saved by the Board, not to exceed \$5,000.00 and subject to the mandatory statutory contribution of premium. Election not to participate must be made by May 1 of any academic year; payment shall be made no later than September 1 of the following academic year. This program is entirely optional. Any employee who, having opted out, wishes to subsequently re-enroll may elect to do so during normal re-enrollment periods. Coverage may be resumed if the employee ceases to be eligible for other health care coverage or other qualifying life event. This option shall apply to all health insurance provided by the Board.

If it is found that a Section 125 (IRS Code) plan must be established in order to limit the implication of implementing this provision, the Board agrees to file the appropriate forms seeking approval of same.

#### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

## A. Statement of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, appropriate solutions to grievances of employees through predetermined and orderly procedures which shall be made available to all employees in an atmosphere free of coercion, interference, restraint, discrimination or threat of reprisal. However, it is to be noted and emphasized that the existence of this procedure is not necessarily intended to encourage the utilization hereof as a primary or first-instance means for the resolution of all grievances. Rather, employees, should they so elect, are specifically encouraged to seek resolutions of grievances through informal discussions on a day-to-day basis between relevant parties and thence to resort to the utilization of this more formal procedure should informal means fail to produce a satisfactory resolution.

### B. Definition

1. A "grievance" is a claim based upon an alleged improper interpretation, application, or violation of this Agreement, any Board policy, or administrative decision rendered thereunder that causes personal loss or injury affecting the terms and conditions of employment. The term "grievance" shall not apply to any matter where:

- (a) a method of review is prescribed by law or State Board Rules;
- (b) the Board of Education is without authority to act;
- (c) a complaint relates to the non-renewal or termination on notice of a non-tenured teacher's contract.
- 2. The term "grievant" shall refer to an employee or employees of the Fairfield Education Association or the Association making a claim on behalf of an employee or employees of the Fairfield Education Association or on behalf of the Association itself.
- 3. Where it can be demonstrated that more than one grievant is similarly aggrieved, a grievance may be presented bearing the signatures of each of the grievants.

## C. Procedure

- 1. A grievance to be considered must be initiated within thirty (30) calendar days of its occurrence or within thirty (30) calendar days after the grievant should have reasonably known of its occurrence. Any grievance filed after the prescribed interval shall be null and void.
- 2. Any grievant who has a grievance shall discuss it first with his immediate supervisor, either directly or with the Association's designated representative, in an attempt to resolve the matter informally.

## Level I

- 1. If, as a result of the discussion, the matter is not resolved within five (5) school days, the grievant shall discuss the grievance with the Association's designated representative and set forth in writing all grievances to the immediate supervisor specifying:
  - (a) the nature of the grievance and of the personal loss or injury,
  - (b) the results of the previous discussions and the basis of the grievant's dissatisfaction.
- 2. The immediate supervisor shall communicate his/her decision to the grievant in writing within seven (7) school days of receipt of the written grievance.
  - In addition, within seven (7) school days, the immediate supervisor shall communicate to the Association the date and subject of the grievance filed.

## Level II

1. The grievant may appeal the immediate supervisor's decision to the Superintendent within five (5) school days of receipt of the immediate supervisor's decision. The grievant's appeal to the Superintendent must be made in writing and must set forth the matter submitted to the immediate supervisor as specified above, as well as the basis

for his/her dissatisfaction with the decision previously rendered. In the event of non-compliance with any of the provisions as set forth, the grievance shall be considered dropped. The Superintendent shall render a decision within ten (10) school days of receipt of the appeal of the immediate supervisor's decision. The Superintendent shall communicate his/her decision in writing to the grievant(s) and the Association.

## Level III

1. If the grievance is not resolved to the grievant's satisfaction, he/she may, within five(5) school days after receipt of the Superintendent's written decision, request review by the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board.

The Board, or a committee thereof, shall review the grievance and may, at its option, hold a hearing with the grievant. A decision in writing shall be rendered within thirty (30) calendar days of receipt of the grievance by the Board or the date of the hearing with the grievant, whichever comes later.

## Level IV

- 1. If an employee is dissatisfied with the decision of the Board, the Fairfield Education Association may request the appointment of an arbitrator. If the Association is dissatisfied with the decision of the Board at Level III, the grievant may request the appointment of an arbitrator with PERC within twenty (20) school days of receipt of the Board's decision. Such request shall be made known to the Superintendent forthwith.
- 2. following procedure shall be used to secure the service of an arbitrator:
  - (a) The Association may submit the grievance to arbitration by filing with the Public Employment Relations Commission (PERC). The parties agree to be bound by the rules and procedures of PERC.
- 3. All proceedings relative to the arbitration shall be held after regular school hours.
- 4. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall neither add to nor subtract from the agreement between the parties. Within thirty (30) calendar days of the completion of the arbitration proceedings, the arbitrator shall submit to each party his/her decision in writing, which shall include findings of fact and reasoning. The decision of the arbitrator shall be advisory only.
- 5. The fees and expenses of the arbitrator shall be borne equally by the parties. The cost of a stenographic record shall be borne by the party requesting same, unless both parties make the request, in which the cost shall be borne equally. Each party shall bear the cost incurred by itself relative to the arbitration proceedings.

## D. Miscellancous

- 1. All documents, communications and records dealing with the proceedings of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 2. It is understood that the aggrieved employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 3. In the event grievances are filed in the months of May, June, July, or August, the time limitations as specified herein may be suspended by mutual agreement.
- 4. An aggrieved person may have at his/her option, one representative and an N.J.E.A representative present at any level of the grievance procedure.
- 5. When a grievance affects a group or class of employees covered by this agreement said group or class may at their option select the Association as their representative.
- 6. All steps of the procedure shall be confidential and conducted in private.
- 7. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
- 8. No restraint, coercion, discrimination, or reprisal of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

#### **ARTICLE IV**

### COMPENSATION

## A. Salary Schedule

The salary schedule pertaining to all personnel included in the unit represented by the Association shall be as set forth on Schedule A annexed hereto. Those salaries that are not otherwise set forth on Schedule A shall be as set forth on Schedule B annexed hereto and made a part hereof. Support Staff salary shall be set forth on Schedule C annexed hereto.

## B. Method of Payment

Each teacher employed on a 10 month basis shall have the option of being paid in twenty (20) equal semi-monthly installments, on approximately the 15th and 30th, or may individually elect to have a certain percentage of his/her monthly salary deducted from

their pay. These funds shall be deposited monthly in a personal savings account in the name of the teacher and/or their estate. Accessibility to these funds, together with earned interest, shall be at the discretion of the individual teacher and/or their estate.

At or about the close of the school year, the Board of Education's Secretary shall notify each teacher, in writing, of the method of pay options. At the same time, written notice shall also be given to each teacher of their option to elect enrollment in the monthly United States Savings Bond Payroll Deduction Plan.

## C. Reimbursement for Use of Auto

Teachers shall be reimbursed for the required use of their automobiles for travel in connection with their assigned duties. This reimbursement shall be at the mileage rate established by the New Jersey Office of Management and Budget for the duration of this contract, subject to the voucher requirements of the business office.

## D. General Provisions

Newly hired Teachers may be placed on any salary guide step, without limitation, determined by the Board and agreed to by the teacher, except that year-for-year credit shall be granted for a minimum of two years of prior public school contractual teaching experience.

Credit will be granted for four (4) years military service with Honorable Discharge. Combined teaching and military service is not to exceed fourteen (14) years' service.

Annual increments for satisfactory service shall be granted by the Board of Education upon recommendation of the chief school administrator. The Board of Education reserves the right upon recommendation of the chief school administrator to withhold, decrease, or reinstate any annual increment or adjustment pursuant to N.J.S.A. 18A:29-14. Such decision shall not be subject to the grievance procedure.

## E. Miscellaneous Provisions

- 1. The Board will notify the Association of any change in the status of an employee regarding transfer, new hire, leave of absence, return from leave, retirement, resignation, separation from employment, or death.
- 2. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for court expenses and reasonable attorney fees that may arise out of, or by reason of any action taken by the employer in conforming to this provision.
- 3. At least one representative from each unit (custodian, secretary and aide) shall be allowed to attend Fairfield Education Associations meetings (approximately four (4) per year).

## **ARTICLE V**

## SICK LEAVE

## A. Sick Leave Days

All full-time personnel covered by this contract shall be entitled to ten (10) sick leave days each school year. All part-time personnel covered by this contract shall be entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulative.

## B. Frequent or Intermittent Absence

In the case of frequent or intermittent absence, an employee may be required to produce evidence of illness at the request of the Superintendent or building principal pursuant to N.J.S.A. 18A:30-4.

## C Less Than One School Year Employment

A teacher who is employed for a term of employment under contract, or appointed as a permanent substitute, for less than one school year, will be granted sick leave privileges on a pro rata basis of one day per month for the term of the contract as per N J S A. 18A:30-2.

## D. Unused Accumulated Sick Days

A tenured teacher or staff requiring a certificate for the position who, during the term of this contract, retires shall receive a lump sum payment for unused accumulated sick leave in accordance with the schedule outlined below, of which lump sum payment shall not exceed \$16,000 for employees hired prior to May 21, 2010. For employees hired after May 21, 2010, the lump sum payment shall not exceed \$15,000.00.

Requirement	Payment
From date of tenure up to 9 years	\$30 per day
From 10 years to 14 years	\$55.00 per day
From 15 years and beyond	\$80.00 per day

A tenured secretary who during the term of this contract, retires shall receive a lump sum payment for unused accumulated sick leave in accordance with the schedule outlined below, of which lump sum payment shall not exceed \$8,500:

Requirement	Payment			
From date of tenure up to 9 years	\$25.00 per day			
From 10 years to 14 years	\$35.00 per day			
From 15 years and beyond	\$55.00 per day			

An aide who during the term of this contract, retires shall receive a lump sum payment for unused accumulated sick leave in accordance with the schedule outlined below, of which lump sum payment shall not exceed \$2,700:

Requirement	Payment			
From 3 years to the 9 years	\$12.50 per day			
From 10 years to the 14 years	\$17.50 per day			
From 15 years and beyond	\$27.50 per day			

A custodian who during the term of this contract, retires shall receive a lump sum payment for unused accumulated sick leave in accordance with the schedule outlined below, of which lump sum payment shall not exceed \$8,500:

Requirement	Payment		
From 3 years to 9 years	\$25.00 per day		
From 10 years to 14 years	\$35.00 per day		
From 15 years and beyond	\$55.00 per day		

At the discretion of the recipient, payment may be delayed until January 15 or thereabouts of the year after retirement. Should an employee eligible to receive this benefit pass away while actively employed, payment shall be made to the employee's estate.

# ARTICLE VI TEMPORARY LEAVES OF ABSENCE

## A. Personal Leave

It is recognized that situations arising from personal, legal, business, household, or family matters do occur and require the absence of the teacher from time to time during school

hours; these personal days are not to be considered vacation days. Application for personal leave should be filed, stating one of the above reasons, with the building principal in advance of the day or days needed, when possible. The employees shall not be required to state the reason for such leave other than set forth above. The request shall remain confidential.

Full time employees shall be granted a maximum of five (5) personal days. Aides shall be granted a maximum of four (4) personal days; and part-time employees shall be granted a maximum of three (3) personal days. All requests for personal leave shall be approved by the Superintendent and shall not be unreasonably denied. Unused personal days will be added to employee's sick leave.

## B. Temporary Active Military Duty

Time necessary shall be granted for persons called into temporary active duty during the school year, of any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his/her regular pay in addition to any pay which he/she received from the State or Federal Government for a period not exceeding sixty (60) calendar days.

## C. Bereavement

- 1. For all full time employees and aides, up to five (5) school days shall be granted at any one time in the event of death in the immediate family. Immediate family shall be considered father, mother, spouse, child, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, or other member of the immediate household.
- 2. One day, subject to the approval of the Superintendent, shall be granted at any time in the event of death in the non-immediate family. Approval shall not be unreasonably withheld.
- 3. Days may be taken at any time within a two-week period after the death of an immediate family member.

### D. Professional Days

Teachers shall be entitled to professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, subject to approval of the Superintendent. Upon the Superintendent's request, a written report shall be submitted to the Superintendent within five (5) school days.

## E. FEA Business

If the President or other designee of the Association participates during working hours in any mutually scheduled grievance proceeding or other meeting, he/she shall suffer no loss in pay for up to two (2) days per year, non-accumulative. A representative from each unit (custodian, secretary and instructional aide) shall be allowed to attend FEA meetings

(approximately 4 per year.)

## F. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason. The Board of Education's action shall not be subject to the filing of a grievance.

#### **ARTICLE VII**

## EXTENDED LEAVES OF ABSENCE

## A. Military Leaves

Military leaves without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery from any wound or sickness at the time of discharge.

## B. Illness in the Family

At the discretion of the Board, tenured employees or non-certificated staff employed for at least 4 years may be granted a leave of absence without pay of up to one (1) year for the purpose of caring for a member of the employee's immediate family with a serious health condition, as defined in Article VI-C. Immediate family shall be considered father, mother, spouse, child, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, employees' grandparents, or other member of the immediate household. An extension of this leave may be granted at the discretion of the Board. Employees also may use the benefits afforded to them by the Federal Family and Medical Leave Act and the State Family Leave Act, so long as those laws remain in effect, but such benefits shall be concurrently taken with the leave of absence under this provision.

## C. Good Cause

For all employees, other leaves of absence, i.e., sabbatical, may be granted. Approval by the Board shall not be unreasonably withheld, but shall not be subject to the filing of a grievance.

## D. Returning from Extended Leave

Upon return from a Board-approved leave, the tenured teacher shall be reinstated in his/her same position, if it is available, or a similar position for which he/ she is certified. A letter of intent must be received by May 1<sup>st</sup>.

#### ARTICLE VIII

## **MATERNITY LEAVE**

The Board shall grant a leave of absence for medical reasons and disability associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for illness or medical disability, as set forth in N.J.S.A. Title 18A: 30-1 et seq.

## A. Use of Accumulated Sick Leave Days for Disability Associated with Pregnancy or Childbirth.

Any employee, according to the provisions of this section, may at her discretion elect to use all or any part of her accumulated sick leave during the period of disability, thirty calendar days before and following the date of delivery and receive full pay and benefits for the same. Use of additional accumulated sick leave days, if any, beyond the above stated disability period shall be contingent upon receipt of verification of additional disability by a duly licensed physician.

- 1. Any employee seeking such maternity leave shall apply to the Board sixty (60) calendar days prior to the beginning of the leave, except in the event of any unforeseen medical emergency, in which case application shall be made as soon as possible. At the time of application, the employee shall:
  - a. submit a physician's verification of the expected date of delivery which shall determine the presumptive period of disability and the approximate duration of the leave.
  - b. submit in writing, the dates on which the employee wishes to commence and terminate leave.
- 2. The Board may require the employee to produce a certificate additional documentation from a physician in support of any request for use of additional accumulated sick leave days, if any, beyond the period of disability.
- 3. If the Board's physician disagrees with the employee's physician, the dispute shall be submitted to the Essex County Medical Society who shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties.
- 4. Where medical opinion is supportive of the leave dates requested, the Board shall grant such leave.
- 5. No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return. Certification from her physician that she is medically able to resume her duties must be presented to the Board.
- 6. Following the granting of such leave, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon additional application by the employee to the Board, in accordance with the provisions of the

following subsections A. 1.a. and l.b. above, Such extension or reduction shall be granted by the Board for an additional reasonable period of time. The Board may require any employee to produce a physician's certification in support of the requested change subject to the procedures outlined above.

## B. Leave Without Pay and Without Benefits for Disability Associated with Pregnancy or Childbirth.

Any pregnant employee may apply for leave without pay for disability associated with pregnancy or childbirth, following the procedures outlined in the preceding Section A. Such leave, shall be granted in the sole discretion of the Board and determined on a case-by-case basis, in the same manner as applications for unpaid leaves due to illness and other medical disability.

- 1. Upon return from maternity leave of absence, the employee shall be reinstated in her same position if it is available, or a similar position. If a teacher she must be certified for such position.
- 2. Advancement on the salary guide shall be based upon the date of commencement of the unpaid maternity leave of absence. Advancement on the salary guide shall be made if:
  - Employee commences such leave of absence after January 31 in any given year;
     or
  - b. If leave is effective prior to February 1, then position on guide remains the same upon returning to the district.

## C. The Board may remove any pregnant teacher or employee from her teaching position or duties for any one of the following basis:

- 1. Performance substantially declines from the period preceding pregnancy; or
- 2. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if, (a) employee fails to produce a physician's certificate that she is medically able to continue teaching or working; or (b) the Board's physician concludes she is unable to continue teaching or working; or
- 3. If there is a difference of opinion between the employee's attending physician and the physician designated by the Board as to the ability of the employee to continue her employment, the Essex County Medical Society shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties. The Board shall pay the expense of the examination by the third physician.

## D. Childrearing and Adoption Leaves

An unpaid leave of absence with benefits shall be granted to any employee because of childbirth or adoption of an infant or a child. Such leave may commence upon his/her de facto and/or de jure custody of said infant, or earlier, if necessary to fulfill the

requirements for the adoption. The Board shall grant unpaid leave, with benefits for the foregoing, as well as for other reasons, as required by the federal and state family leave acts.

E. Leave provided under this provision shall be taken concurrently with paid leave under the NJ Family Temporary Disability Leave (FTD); unpaid leave under the Federal Family and Medical Leave Act (FMLA); and the New Jersey Family Leave Act (FLA).

#### **ARTICLE IX**

## TEACHING HOURS AND TEACHING LOAD

## A. Calendar Committee

The administration shall meet with the Fairfield Education Association Leadership 14 calendar days prior to recommending the annual school calendar to the Board of Education for Approval.

## B. Sign In/Out Roster

All employees shall indicate their presence for duty by swiping in the current system, as well as placing their initials in the appropriate column of the faculty sign-in and sign-out roster.

## C. Arrival/Departure Times and Lunch Periods

- 1. Teachers: The arrival and departure time shall be designated; however, the total inschool teacher workday shall, in general, not consist of more than seven (7) hours, which shall include a forty-five (45) minute duty free lunch period. In an emergency, teachers shall be available to assist in supervision of the lunchroom/playground for each lunch period upon request of the administration,
  - a. The workday for teachers shall end after the departure of the last school bus:
    - on Fridays;
    - days preceding holidays and/or vacation periods;
    - · days of evening conferences;
    - days immediately following evening conferences, if after school conferences are not scheduled; and
    - early dismissal days due to inclement weather.
- 2. Secretaries: The arrival departure time shall be designated; however the total workday during the school year shall consist of eight (8) hours (currently Monday through Friday 8:00 a.m. to 4:00 p.m.), and shall include a thirty (30) unpaid minute lunch period; a morning 15-minute paid break and an afternoon 15-minute paid break. Summer hours shall commence at the end of the school year, whereas the workday shall not consist of no more than seven (7) hours (currently Monday through Friday 8:30 a.m. to 3:30 p.m.), inclusive of lunch and a break.
  - b. The workday for secretaries shall end at 1:45 p.m.
    - · on days preceding holidays and/or vacation periods; and

- on early dismissal days due to inclement weather (not to include early dismissal due to excessive heat.)
- 3. Custodians: The arrival and departure time shall be designated; however, custodians shall be assigned a day shift (currently 7:00 a.m. to 3:30 p.m.), including a thirty (30) minute unpaid lunch and two fifteen (15) minute paid breaks or an evening shift (currently 3:00 p.m. to 11:00 p.m.), including a thirty (30) minute paid lunch and two fifteen (15) minute paid breaks. On days when schools are closed due to weather, custodians who worked the night shift from (3-11 p.m.) and who are required to work the following eight hour day shift may report for the day shift at any time between 7 a.m. and 10 a.m. In the event of snow, all custodians shall be required to report for snow removal.

In times where a State of Emergency is called, the Supervisor, will be in contact with the Fairfield Township Office of Emergency Management, to verify if school is accessible. If the school is not accessible, the Supervisor will contact the custodians. If the school is accessible, no call will be placed and custodians must report for their shift.

#### 4. Aides:

The aides regular work week shall be 29 hours per week, based on a regular 5-day work week, including single session days for students, which shall include a 40-minute unpaid lunch during which time aides shall be permitted to leave the building. In lieu of scheduled breaks, aides have a total of four (4) personal days.

Thirty days' notice for resignation/dismissal will be given.

## D. Out of Building Record

Employees may leave the building during their scheduled duty free lunch period, but shall initial a sign-in and sign-out "out of building" record.

### E. Other Departure Times

Teachers shall set aside at least two nights per year, not to exceed two hours per night, for after-school conferences. Teachers scheduled to have after-school conferences must stay for the entire two-hour duration of the after-school conferences. Special area teachers that do not have evening conferences scheduled will work regular school hours.

## F. Exceptions

It is understood that the aforementioned time schedule shall not apply for faculty or curriculum meetings, parent conferences, or supportive academic assistance for students. Advance notice and an agenda will be provided for faculty and curriculum meetings.

## G. Meetings/School Activities

Teachers may be required to remain after the end of the pupil workday, without additional compensation, for the purpose of attending, meetings such as: general staff meetings, grade level meetings, developmental team meetings, district/faculty meetings, professional development (review), and/or committee meetings and in service/training

## workshops.

- 1. Staff meetings shall be called by the Superintendent or an administrator
- 2. With the exception of emergency meetings held for the purpose of disseminating sensitive information, in no event shall there be more than one (1) after-school meeting in any week. The week of evening conferences, no after-school meetings will be scheduled.
- 3. After-school meetings shall commence no later than ten (10) minutes after the departure of the last bus and shall run no more than sixty (60) minutes. For indistrict workshops on early dismissal days, workshops shall not begin prior to 1:45. Teachers shall have the opportunity to suggest items for the agenda of any district faculty meeting.
- 4. Administrators shall designate a specific day of the week on which all meetings covered by this provision shall take place. Administrators may schedule a meeting on a day other than the designated day if employees are given one week advanced notice. An employee shall not be penalized if he/she is unable to attend a meeting, other than on the designated day if he/she has a prior commitment.
- 5. Meetings which take place after the regular in-school workday shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
- 6. It is the intent of the Fairfield Board of Education to instruct the school administrators to arrange school-related activities in a manner that will require teacher attendance at no more than three evening meetings a year without equal released time. This will not apply to those meetings, which the teachers attend voluntarily.

## G. Professional In Service Workshops

All teachers may be required to attend up to four (4) professional in-service workshops per year from 3:30 P.M. to no later than 5:00 P.M. Compensation for attendance will be that the teacher is able to leave at the departure of the last school bus during the week of the workshop. No other compensation will be awarded. The building principal shall have the right to assign teachers to specific workshops. An attempt will be made to avoid scheduling a faculty or curriculum meeting during the week of a workshop.

## H. Work Year

- 1. Teachers: The teacher work year shall not exceed one hundred eighty-five (185) days which shall include one preparation day at the commencement of the school year, one (1) day for in-service and a one-session day at the close of the school year for students. Teachers may leave when their professional responsibilities are completed on that day. The Board shall make reasonable efforts to insure that the in-service day can be utilized towards the State's continuing education requirement. This provision shall not apply to custodians, secretaries and instructional aides.
- 2. Custodians: The work year shall commence on July 1st and end on June 30th of

each school year.

- Secretaries: The work year shall consist of September 1st through June 30th, plus 3. additional 21 days during July and August which shall be scheduled in accordance with the provision. Secretaries shall submit a request for the unpaid time-off for July and August to the principal by May 31 of the school year and shall be granted this time off, subject to the approval of the Superintendent which shall not be unreasonably withheld by June 30. All secretaries shall be required to work the eight days immediately preceding September 1, excluding days when the district is closed for waxing. Secretaries shall follow the school calendar with respect to holidays and breaks, with the exception of any break given to teachers during the eight days immediately preceding September 1. The Board may request for members of the secretarial unit to work 5 additional days during the summer on an as needed voluntary basis with advanced notice. Members of the unit shall be compensated at the per diem rate of 1/185 for these days. If no one is available in the building requiring the work to be done, then administration may request assistance from employees in the other building(s).
- 4. Aides: The work year shall not exceed 183 days, during the school year. An addendum will be attached to each aide's contract indicating which dates the aides are required to report to school. In the event of a calendar change the aides will be notified, in writing, about their expected attendance.
- 5. Part-time non-certificated employees (those working less than thirty-five (35) hours per week) are not entitled to any holiday compensation.

## I. Preparation Time

- 1. Full time teachers shall be scheduled for not less than 200 minutes per week preparation time. There will be at least 20 minute blocks of prep time in the full time teachers' schedules. Every effort will be made by the administration to spread out the 200 minutes over the entire work week in a reasonable and meaningful manner, allowing the teacher to make good use of this time.
- Preparation time for part-time teachers shall be calculated based on the number of hours worked in proportion to full-time positions receiving a minimum of 200 minutes per week of preparation time.
- 3. The failure to schedule a teacher for a daily preparation period shall not be subject to the grievance procedure of the contract.
- 4. Teachers shall be able to leave the building during their preparation period with permission from the building administrator in the event of an emergency.
- 5. Preparation time is granted for certificated staff only. Non-certificated staff are not entitled to preparation time.

## ARTICLE X WORK ASSIGNMENTS

## A. Written Notice

All teachers shall be given written notice of their grade, building, room, subject, and salary assignment for the forthcoming year by June 1 of the preceding school year. Any modification of these assignments which occur after June 1, due to emergency situations, will be made by the Superintendent with notification to the personnel involved as soon as possible. A list of such teaching assignments shall simultaneously be sent to the Association. All custodians, secretaries and aides shall be notified of their next year assignment by the last day of school. Aides will be given a tentative schedule indicating their designated days for the upcoming year on the last day of school. This schedule shall be subject to change at the discretion of the Superintendent based upon educational and scheduling needs.

## B. Vacancies Notification

The Superintendent shall notify the Association president in writing with a list of the known vacancies as they occur.

## C. Grade/Building Change Request

Teachers who desire a change in grade and/or building assignment may file a written statement with the Superintendent. Such statement shall include the grade, subject or building in order of preference. Such requests for change in assignment for the coming year shall be submitted no later than April 1st.

## D. Volunteers

Volunteers may submit their names to the Superintendent for consideration in the filling of vacancies.

### E. Transfer/Reassignment

A transfer or reassignment shall be made only after a meeting between the teacher involved and the principal no later than five (5) school days prior to June 1, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent shall meet with him/her. The teacher may, at his/her option, have an Association representative present at such meeting.

#### ARTICLE XI

## TEACHER / EMPLOYEE EVALUATION

## A. Definitions:

### 1. Observation:

The term "observation" shall be construed to mean a visitation to an assigned work station by a certified supervisor of a local school district for the purposes of formally collecting data on the performance of a certificated staff member's assigned duties and responsibilities and of a duration appropriate to those duties and responsibilities.

## 2. Evaluation:

The term "evaluation" shall be construed to mean a written evaluation prepared by the administrative or supervisory staff member who visits the work station for the purpose of observing a teaching staff member's performance of the instruction process.

All evaluations shall be prepared in accordance with the TEACHNJ Act and its corresponding regulations pursuant to P.L.2012, c.26 (N.J.S.A. 18A:6-117 et seq.). The evaluations shall reflect minimum state requirements for number and length of observations. Additional observations may be conducted if it is mutually agreeable to the teacher and the administrator.

## B. Procedures For Tenured And Non-Tenured Teachers:

- 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- Formal classroom observations for the purpose of assessing teacher performance and teacher evaluation shall be conducted only by personnel holding a supervisory certificate issued by the New Jersey State Board of Examiners.
- 3. The type of form (i.e. narrative) used for formal classroom observation reports and teacher evaluation reports shall be only those that are developed with input from the Association, subject to approval by the administration.

## C. Evaluation

- 1. Certificated Staff (Tenured and non-tenured): observation reports shall be prepared by the administrator and submitted after each "observation", three (3) times a year for non-tenured teachers and two (2) times a year for tenured teachers or according to minimum State requirements, which shall be added to the contract in the event of a change.
  - a. Formal classroom observations by district administrators (principals, supervisors, department chairpersons, the Superintendent, etc.) shall include, upon request by either a teacher or district administrator, a follow-up conference with the teacher. District administrators shall provide the written observation report within ten (10) working days of the observation. Teachers must acknowledge receipt of a written observation report within ten (10)

working days. The district administrator shall finalize the report within ten (10) working days of the teacher's acknowledgement. The district administrator who prepares a teacher's summative evaluation must have observed that teacher on at least one occasion.

- b. A teacher may request a conference within ten (10) working days after the observation, with the district administrator preparing the observation report for the purpose of discussing the observation. For non-tenured teachers only, a fourth (4th) conference shall serve as the annual summary conference, to review the annual summary performance report and the individual professional growth plan. All reports shall be signed by the principal/supervisor and teacher within ten (10) working days of the annual summary conference.
- c. When the written observation report is prepared, this evaluation shall not be submitted to the central office, placed in the teacher's file or otherwise acted upon without first conducting the post-observation conference with the teacher.
- d. For tenured teachers, the written evaluation shall also serve as the annual summary performance report which shall include an individual professional growth plan. The annual summary performance report shall be signed by the principal / supervisor and the teacher within five (5) working days of the annual summary conference.
- 2. Evaluation: Non-tenured and Tenured Certificated Staff:

Evaluations shall be written, addressed to the teacher, and shall include:

- a. Strengths and weaknesses of the teacher as observed during the period since the previous evaluation report.
- b. Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas where weaknesses have been indicated.
- 3. All custodians, secretaries and aides shall be evaluated at least once each school year prior to June 1<sup>s1</sup>.

## D. Personnel Files

An employee shall have the right, upon request, to review personally the contents of his/her personnel file in the presence of the principal or Superintendent. The employee shall acknowledge, in writing, that he/she has seen the material in the personnel file. There shall be no other file which is not available for the teacher's inspection.

Prior to any material concerning conduct, service, character, or personality being placed in that employee's file, the employee shall have the opportunity to review and respond to that material within thirty (30) school days after receipt of same.

At least once every year, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and, at the discretion of the Superintendent, they shall be either destroyed or retained. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

E. No custodian, non-tenured secretary or aide shall be terminated without written thirty (30) day notice. All custodians, non-tenured secretaries, and aides shall provide at least thirty (30) days written notice prior to resigning.

#### ARTICLE XII

## REDUCTION IN FORCE AND REEMPLOYMENT

## A. Definition

To the extent not inconsistent with Title 18A28-29 et seq. and the regulations of the Commissioner of Education, the parties agree that, for the purpose of this Agreement, "Seniority" shall mean the period of consecutive tenured employment by the employee in the district.

## B. Recall

An employee dismissed by reason of a reduction in force shall be entitled to be placed and to remain upon a preferred eligibility list in order of seniority for reemployment whenever a vacancy occurs in the position from which such employee was dismissed; such employee shall be reemployed by the Board, if and when such vacancy occurs.

## C. Notice of Recall

Notice of Recall to teachers to which this Article is applicable shall be given to those teachers on the preferred eligibility list by letter in order of seniority, within a reasonable time after such vacancy occurs. Such teachers shall have a reasonable period of time (but not to exceed thirty (30) calendar days after receiving notice) in which to give the Board notice of intent to return to the position.

- In the event such teacher shall fail to respond to the notice from the Board, or if he/she gives notice that he/she does not desire to return to the position, he/she shall forfeit his/ her seniority rights and shall be removed from the preferred eligibility list.
- 2. Seniority shall not be accumulated during the period following dismissal by reason of reduction in force, but upon reemployment, pursuant to the terms of this Article, such employee shall have his accumulated seniority to the date of such

#### dismissal.

D. For custodians, secretaries and aides "seniority" shall be defined as service for the Fairfield Board of Education as a member of this bargaining unit, except that ABA-Trained Aides shall accrue seniority separately. The seniority list for each category of this unit shall be used in the event of a reduction in force.

### **ARTICLE XIII**

## TUITION REIMBURSEMENT FOR ADVANCED STUDIES

## A. Eligibility

Tcachers employed in the Fairfield School District and enrolled at a duly authorized institution of higher education approved by the State of New Jersey for the purpose of advanced (graduate) study in their field of education. In order to be eligible to receive such tuition reimbursement, all course work must receive prior approval as outlined in this contract. Furthermore, the following preconditions must be met in all cases:

## B. Reimbursement

Reimbursement shall be for the cost of tuition and required registration fees at an accredited institution of higher education and shall be limited to a maximum of twelve (12) credit hours per tenured teacher per year at a maximum rate not to exceed the dollar value per credit at State Teacher Colleges (i.e., Montelair State, William Paterson, and Kean University) and shall move on the salary guide accordingly. Further, the total amount of monies from which tuition reimbursement may be drawn for each school year is \$20,000. The allocation of reimbursement shall be twice a year. Fifty (50) percent or \$10,000.00 shall be used for summer and fall course work. All documents for summer and fall reimbursement shall be submitted to the district by January 10th. Fifty (50) percent or \$10,000.00 shall be used for spring course work, All documents for spring reimbursement shall be submitted by June 1st. The following preconditions must be met in all cases:

- 1. That it remains within the discretion of the Superintendent of Schools and Board of Education to determine that the course taken is relevant and directly related to the individual's teaching assignment within the district.
- All courses and programs for advanced study and/or certification to be reimbursed and/or
  used toward movement on the guide under this program will have prior approval of the
  Superintendent.
  - i. Fall courses will be due by June 15.
  - ii. Summer courses will be due by May 15.
  - iii. Spring courses will be due by November 15.
- 3. That, in order to obtain tuition reimbursement, the individual submits an official receipt

of the tuition paid and proof of earning a passing grade of B or higher.

- 4. Upon completion of the approved course of study, tenured teachers will receive their reimbursement to the extent of this policy.
- 5. a) Non-tenured teachers are not entitled to reimbursement during the first four years of employment.
  - b.) Non-tenured teachers are entitled to movement on the salary guide for a maximum of three (3) credit hours per teacher per year during the second year of employment. There will be no reimbursement for these credits.
  - c.) Non-tenured teachers are entitled to movement on the salary guide for a maximum of six (6) credit hours per teacher per year during the third year of employment. There will be no reimbursement for these credits.
  - d.) Non-tenured teachers are entitled to movement on the salary guide for a maximum of nine (9) credit hours per teacher per year during the fourth year of employment. There will be no reimbursement for these credits.
  - e.) Teachers shall become eligible for reimbursement pursuant to this Article XIII, prospectively upon the signing of their fourth year contract. Teachers shall not be entitled to reimbursement retroactively for credits earned prior to acquiring tenure with the District.
  - f.) The teacher applying for course approval and/or tuition reimbursement shall submit registration for course work on the timelines indicated under B.2., Reimbursement. The allocation of tuition reimbursement shall be equally distributed based on course credits listed under Eligibility of this contract.

## C. Annual Salary Schedule Adjustment

Upon prior approval by the Superintendent adjustment on the salary schedule for credits earned shall be made on the first pay period of the school year or February 1 of the school year, subject to the provisions as set forth in this Article provided, however, that written notice is given to the Superintendent for his/her approval of a change in salary status based upon earned graduate credits. Before any salary adjustment is made, the employee shall provide the official transcript or appropriate documentation of the successful completion of the graduate credits which will determine the salary adjustment.

When the above conditions are met, salary adjustment shall be retroactive to September 1, or February 1, provided that credits are earned prior to September 1 or February 1 whichever is applicable.

No employee shall receive more than one salary adjustment in any single school year for earned graduate credits.

### D. Special Conditions

Courses shall be taken at a time that does not conflict with the duties or hours of the school program, unless with prior approval of the Superintendent.

E. The Board shall pay for all courses, workshops or training for custodians, secretaries and instructional aides that the Board deems necessary to improve their skills at the recommendation of the Superintendent. The Board shall make the final determination as to whether the coursework is beneficial to the District.

### **ARTICLE XIV**

## IN SERVICE GRADUATE ADVANCEMENT

The Board of Education may offer graduate in-service teacher education courses on an elective basis to teachers. Salary credit for teachers' participation in such courses will be determined in advance and awarded upon successful completion of the course. The Continuing Education Units (C.E.U.) shall be comparable in value to be awarded at the graduate college level.

Equivalency credits towards the salary guide shall be granted when approved in advance by the Superintendent of Schools for in-service training sponsored by the Board of Education or any other approved institution or school district.

#### **ARTICLE XV**

## SUBSEQUENT NEGOTIATIONS PROCEDURE

The Board and the Association agree that negotiations between the Board and the Association concerning the terms and conditions of employment for the contract which shall succeed this Agreement shall commence no later than October 15, 2023, and shall thereafter continue at reasonable times, and shall continue on a schedule determined at the first meeting and shall thereafter proceed with a view toward concluding on or before June 30, 2024.

## **ARTICLE XVI**

### NON-REPRISAL FOR NEGOTIATIONS PARTICIPATION

- 1. No employee participating in the negotiations procedure shall be subject to coercion, restraint, discrimination or reprisal in his/her employment by reason of such participation.
- 2. No reprisals of any kind shall be taken by the Board of Education or by any member of the Administration against any representative, any member of the Association, or any party in interest.

## ARTICLE XVII

## **BOARD'S RIGHTS**

Nothing in this Agreement shall be construed to diminish or remove from the Fairfield Board of Education the authority or responsibilities which are vested in it by law. It is recognized by the parties that the Board is vested by the laws of the State of New Jersey with the management and control of all of the public schools in the School District. This authority of the Board shall include, but shall not be limited to, the right to hire, discharge or discipline teachers for cause, the authority to make such rules and regulations, and to do all things as are necessary for the government and management of the schools, unless explicitly curtailed by this agreement. Nothing in this Agreement shall constitute a derogation or transfer of the authority of the Board as established by the laws of the State of New Jersey.

## **ARTICLE XVIII**

## PRINTING AND DISTRIBUTION OF THE NEGOTIATED AGREEMENT

The Agreement shall be available within (90) calendar days online after it has been signed.

## ARTICLE XIX

## **MENTORING**

All vacancies for teacher mentoring positions will be posted. The provisional teacher is responsible to pay the State recommended fee to the Board office prior to the completion of their mentoring. Upon fulfilling their requirement, and presenting paperwork to their principal/supervisor, the Board Office will issue a check to the mentor teacher.

#### ARTICLE XX

## SEPARABILITY AND SAVINGS

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 or held to be invalid by a tribunal of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE XXI

## **CUSTODIANS**

 Full-time custodians, working at least 35 hours per week, shall be entitled to the following vacation time based on their individual years of service with the Fairfield Board of Education:

Less than 1 year shall accrue 1 vacation day per month

1 -5 years6-10 years10 vacation days per year15 vacation days per year

11 -20 years 20 vacation days per year 20+ years 22 vacation days per year

Part-time custodians shall accrue vacation days at 1/2 day per month worked up to a maximum of five (5) days. Upon the second year of employment and thereafter, vacation days are established at one (1) day per month up to a maximum often (10) days per year.

Vacation days may not be accumulated on a year to year basis.

- 2. Each custodian shall be eligible to receive the following allowances:
  - a) Work shoes allotment of \$175 per year.
  - b) A uniform allotment of \$325 per year.
  - c) Commencing July 1, 2008, eligible "Black Seal" custodians shall receive a \$600 stipend annually.
  - d) A \$300 stipend for those custodians assigned to and working the night shift,
- 3. Twelve month full-time custodians shall be entitled to the following holidays:

4th of July

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

Labor day

New Year's Day

President's Day

Good Friday

Memorial Day Four

(4) floating holidays.

The floating holidays can be taken at the custodian's discretion, but cannot be taken when school is in session. All floating holidays must be used by June 30th of every school year.

Part-time custodians will not be entitled to any holiday compensation.

- 4. Seniority shall be defined as continuous service in the school district.
- 5. OVERTIME- The Supervisor of Buildings and Grounds shall keep a current record of offered and assigned overtime and the nature of the assignments. The record of overtime shall be signed off by the custodian and men be submitted to the Business Administrator and the Association President monthly. This shall provide equal opportunity for overtime to those who are available when asked. Overtime maybe necessary for school-wide events, such as back-to-school night, graduation, concerts and etc.

When a custodian is asked to open the building on a holiday when school is not in session, the custodian will be paid the double time rate if an outside group is utilizing the facility. However, whenever a custodian works on a holiday for a school function or is called for an emergency, the custodian will be paid overtime on the basis of time and one-half.

- e) Overtime may be distributed according to rotating seniority list. The district shall provide the Association with a seniority list for custodians and place a copy of the seniority list at each school.
- f) No attempt shall be made to contact an employee for overtime while he/she is on

vacation unless an emergency condition exists.

## ARTICLE XXII ENTIRE AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the terms of the Agreement, neither party shall be required to renegotiate concerning said issues for the period covered herein. However, in the event that the parties concur, this Agreement may be supplemented or modified by agreements negotiated and reduced to writing by the parties to be bound thereby.

# SCHEDULE A FAIRFIELD BOARD OF EDUCATION

# Teacher Salary Guide July 1, 2019 – June 30, 2020

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	51,825	52,699	53,825	54,725	58,090	59,072
2	52,025	52,899	54,025	54,925	58,290	59,272
3	52,225	53,099	54,225	55,125	58,490	59,472
4	52,425	53,299	54,425	55,325	58,690	59,672
5	52,625	53,499	54,625	55,525	58,890	59,872
6	53,608	54,591	55,591	56,591	59,999	60,981
7	56,212	57,194	58,194	59,194	62,603	63,585
8	58,519	59,501	60,501	61,501	64,910	65,892
9	60,826	61,808	62,808	63,808	67,217	68,199
10	62,417	63,413	64,413	65,413	68,808	69,790
11	64,008	65,017	66,017	67,017	70,399	71,381
12	65,777	66,772	67,772	68,772	72,168	73,150
13	69,045	70,027	71,027	72,027	75,436	76,418
14	71,977	72,959	73,959	75,150	78,368	79,350
15	75,334	76,291	77,291	78,291	81,300	82,282
16	80,034	81,316	82,316	84,263	85,737	86,719
17	84,734	85,499	86,699	88,446	89,920	90,902
18	89,434	90,534	91,734	93,234	94,373	95,355
19	93,034	94,134	95,334	97,184	98,699	99,681
20	96,634	97,734	98,934	101,134	103,025	104,007

Teacher Salary Guide
July 1, 2020 – June 30, 2021

STEP	ВА	BA+15	BA+30	MA	MA+15	MA+30
1	51,884	52,758	53,884	54,784	58,149	59,131
2	52,384	53,258	54,384	55,284	58,649	59,631
3	52,884	53,758	54,884	55,784	59,149	60,131
4	53,384	54,258	55,384	56,284	59,649	60,631
5	54,134	55,008	56,134	57,304	60,399	61,381
6	54,884	55,867	56,867	57,867	61,275	62,257
7	56,084	57,066	58,066	59,066	62,475	63,457
8	57,834	58,816	59,816	60,816	64,225	65,207
9	59,534	60,516	61,516	62,516	65,925	66,907
10	61,334	62,330	63,330	64,330	67,725	68,707
11	63,334	64,343	65,343	66,343	69,725	70,707
12	65,934	66,929	67,929	68,929	72,325	73,307
13	69,134	70,116	71,116	72,116	75,525	76,507
14	72,434	73,416	74,416	75,607	78,825	79,807
15	75,934	76,891	77,891	78,891	81,900	82,882
16	80,034	81,316	82,316	84,263	85,737	86,719
17	84,034	84,799	85,999	87,746	89,220	90,202
18	88,134	89,234	90,434	91,934	93,073	94,055
19	92,634	93,734	94,934	96,784	98,299	99,281
20	97,134	98,234	99,434	101,634	103,525	104,507

Teacher Salary Guide
July 1, 2021 – June 30, 2022

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
2	53,584	54,458	55,584	56,484	59,849	60,831
3	54,084	54,958	56,084	56,984	60,349	61,331
4	54,584	55,458	56,584	57,484	60,849	61,831
5	55,384	56,258	57,384	58,284	61,649	62,631
6	56,184	57,167	58,167	59,167	62,575	63,557
7	57,434	58,416	59,416	60,416	63,825	64,807
8	58,934	59,916	60,916	61,916	65,325	66,307
9	60,434	61,416	62,416	63,416	66,825	67,807
10	61,934	62,930	63,930	64,930	68,325	69,307
11	63,434	64,443	65,443	66,443	69,825	70,807
12	65,934	66,929	67,929	68,929	72,325	73,307
13	68,584	69,566	70,566	71,566	74,975	75,957
14	71,784	72,766	73,766	74,957	78,175	79,157
15	75,084	76,041	77,041	78,041	81,050	82,032
16	79,084	80,366	81,366	83,313	84,787	85,769
17	83,534	84,299	85,499	87,246	88,720	89,702
18	88,034	89,134	90,334	91,834	92,973	93,955
19	92,534	93,634	94,834	96,684	98,199	99,181
20	97,634	98,734	99,934	102,134	104,025	105,007

Teacher Salary Guide
July 1, 2022 – June 30, 2023

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
2	53,959	54,833	55,959	56,859	60,224	61,206
3	54,459	55,333	56,459	57,359	60,724	61,706
4	54,959	55,833	56,959	57,859	61,224	62,206
5	55,759	56,633	57,759	58,659	62,024	63,006
6	56,559	57,542	58,542	59,542	62,950	63,932
7	57,709	58,691	59,691	60,691	64,100	65,082
8	58,859	59,841	60,841	61,841	65,250	66,232
9	60,359	61,341	62,341	63,341	66,750	67,732
10	61,859	62,855	63,855	64,855	68,250	69,232
11	63,359	64,368	65,368	66,368	69,750	70,732
12	65,859	66,854	67,854	68,854	72,250	73,232
13	68,509	69,491	70,491	71,491	74,900	75,882
14	71,709	72,691	73,691	74,882	78,100	79,082
15	75,109	76,066	77,066	78,066	81,075	82,057
16	79,309	80,591	81,591	83,538	85,012	85,994
17	83,784	84,549	85,749	87,496	88,970	89,952
18	88,284	89,384	90,584	92,084	93,223	94,205
19	93,034	94,134	95,334	97,184	98,699	99,681
20	98,134	99,234	100,434	102,634	104,525	105,507

Teacher Salary Guide
July 1, 2023– June 30, 2024

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
2	55,844	56,718	57,844	58,744	62,109	63,091
3	56,094	56,968	58,094	58,994	62,359	63,341
4	56,494	57,368	58,494	59,394	62,759	63,741
5	56,894	57,768	58,894	59,794	63,159	64,141
6	57,294	58,277	59,277	60,277	63,685	64,667
7	58,084	59,066	60,066	61,066	64,475	65,457
8	59,084	60,066	61,066	62,066	65,475	66,457
9	60,084	61,066	62,066	63,066	66,475	67,457
10	61,334	62,330	63,330	64,330	67,725	68,707
11	62,734	63,743	64,743	65,743	69,125	70,107
12	65,234	66,229	67,229	68,229	71,625	72,607
13	67,734	68,716	69,716	70,716	74,125	75,107
14	70,934	71,916	72,916	74,107	77,325	78,307
15	74,734	75,691	76,691	77,691	80,700	81,682
16	78,734	80,016	81,016	82,963	84,437	85,419
17	83,234	83,999	85,199	86,946	88,420	89,402
18	88,134	89,234	90,434	91,934	93,073	94,055
19	93,334	94,434	95,634	97,484	98,999	99,981
20	98,634	99,734	100,934	103,134	105,025	106,007

## SCHEDULE B A. PART-TIME TEACHERS

- 1. Part-time certified teaching staff members shall receive a pro-rata salary guide pay.
- 2. Part-time teachers will be granted credit on the salary guide for prior continuous teaching experience in the Fairfield School District for up to ten (10) years; part-time teachers will be granted credit on the salary guide for prior public school teaching experience outside the Fairfield School District for a minimum of four (4) years up to a maximum of ten (10) years, at the Superintendent's discretion. All incoming part-time certified teachers will be treated similarly with respect to placement on the guide.
- 3. In order to qualify for advancement on the salary guide, teaching staff members must be employed prior to February 1 of the prior school year.

	2019-2024
B. Teachers-In-Charge Additional Salary per annum	\$3515.78
C. Curriculum and Scheduling Pay Per Hour	\$49.92
D. Student Contact Program (Including summer kindergarten, testing, counseling, and placement) Pay Per Hour	\$61.85
E. Federal/State Grant Programs Pay Per Hour	\$65.10
G. Compensation for Classroom Location Change	\$140.00*
H. Club Advisor Additional salary per annum:	\$1143.68
I. Liability Grouping Four (4) hours per subject at Curriculum and Scheduling Hourly Rate	
K. Missed Prep/Lunch Payment will be made for missed preparation period or lunch period it is not made up or preparation time is less than 200 minutes per week as follows. Payment per missed prep or lunch:	\$51.00

L. Other Committee Work	\$48.94
For school committee meetings that are	
outside of work hours or outside of	
required after school meeting days. Pay	
per hour:	

<sup>\*</sup> Packing and classroom change shall not take place during student contact time.

## **SCHEDULE C**

## FAIRFIELD BOARD OF EDUCATION

Custodian, Sccretary and Instructional Aide Salary Guides (Support Staff Guides)

## **CUSTODIANS**

Custodian #	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
#1	\$66,230	\$68,389	\$70,646	\$72,906	\$75,312
#2	\$62,117	\$64,142	\$66,259	\$68,379	\$70,636
#3	\$51,325	\$52,999	\$54,748	\$56,500	\$58,364
#4	\$37,939	\$39,176	\$40,469	\$41,764	\$43,142
#5	\$40,857	\$42,189	\$43,581	\$44,976	\$46,460
#6 PT	\$18,970	\$19,588	\$20,235	\$20,882	\$21,571

## **SECRETARIES**

Secretary #	2019-2020	2020-2021	20121-2022	2022-2023	2023-2024
#1	\$47,278	\$48,819	\$50,430	\$52,044	\$53,762
#2	\$48,696	\$50,283	\$51,943	\$53,605	\$55,374
#3	\$44,046	\$45,482	\$46,983	\$48,486	\$50,086

**AIDES** 

		2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
		Hourly	Hourly	Hourly	Hourly	Hourly
Aide#	2018-2019	Rate	Rate	Rate	Rate	Rate
1	\$21,352	Resigned	Resigned	Resigned	Resigned	Resigned
2	\$21,352	Resigned	Resigned	Resigned	Resigned	Resigned
3	\$22,757	22.13	22.85	23.60	24.36	25.16
4	\$16,328	15.87	16.39	16.93	17.47	18.05
5	\$23,543	22.89	23.64	24,42	25.20	26.03
6	\$29,172	28.36	29.29	30.26	31.23	32.26
7	\$22,737	22.11	22.83	23.58	24.34	25.14
8	\$23,535	22.88	23.63	24.41	25.19	26.02
9	\$18,840	Resigned	Resigned	Resigned	Resigned	Resigned
10	\$26,251	25.52	26.35	27.22	28.09	29.02
11	\$16,743	16.28	16.81	17.37	17.93	18.52
12	\$16,743	16.28	16.81	17.37	17.93	18.52
13	\$28,229	27.45	28.35	29.29	30.23	31.23
14	\$18,840	18.32	18.92	19.54	20.17	20.84
15	\$21,300	Resigned	Resigned	Resigned	Resigned	Resigned
16	\$25,385	24.69	25.50	26.34	27.18	28.08
17	\$16,328	15.87	16.39	16.93	17.47	18.05
18	\$28,035	27.26	28.15	29.08	30.01	31.00
_ 19	\$23,941	23.28	24.04	24.83	25.63	26.48
20	\$18,840	Resigned	Resigned	Resigned	Resigned	Resigned
21	\$16,328	15.87	16.39	16.93	17.47	18.05
22	\$18,840	18.32	18.92	19.54	20.17	20.84
23	\$17,157	16.68	17.22	17.79	18.36	18.97
24	\$19,311	Resigned	Resigned	Resigned	Resigned	Resigned
25	\$18,840	Resigned	Resigned	Resigned	Resigned	Resigned

26	\$16,328	Resigned	Resigned	Resigned	Resigned	Resigned
27	\$18,840	18.32	18.92	19.54	20.17	20.84

## 2019-2020

All starting salaries for aides will be \$13.42 per hour for High School Graduates, \$15.48 per hour for College Graduates; and \$17.54 per hour for Certified Teachers for the 2019-2020 school year.

However, new employees hired at these rates will be entitled to the subsequent years' percentage increase.

## 2020-2021

All starting salaries for aides will be \$13.86 per hour for High School Graduates, \$15.98 per hour for College Graduates; and \$18.11 per hour for Certified Teachers for the 2020-2021 school year.

However, new employees hired at these rates will be entitled to the subsequent years' percentage increase.

## 2021-2022

All starting salaries for aides will be \$14.32 per hour for High School Graduates, \$16.51 per hour for College Graduates; and \$18.71 per hour for Certified Teachers for the 2021-2022 school year.

However, new employees hired at these rates will be entitled to the subsequent years' percentage increase.

## 2022-2023

All starting salaries for aides will be \$14.78 per hour for High School Graduates, \$17.04 per hour for College Graduates; and \$19.31 per hour for Certified Teachers for the 2022-2023 school year.

However, new employees hired at these rates will be entitled to the subsequent years' percentage increase.

## 2023-2024

All starting salaries for aides will be \$15.27 per hour for High School Graduates, \$17.60 per hour for College Graduates; and \$19.95 per hour for Certified Teachers for the 2023-2024 school year.

However, new employees hired at these rates will be entitled to the subsequent years' percentage increase.

## **SCHEDULE D**

## Glossary

Calendar Days: The term "calendar days" shall mean consecutive days including weekends and holidays (e.g., 10 calendar days from June 2 shall be June 12).

School Days: The term "school days" shall mean consecutive days in which classes are in session and students are present. In determining a number of school days, weekends and school holidays shall not be counted.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed by their duly authorized officers on the date and year aforesaid.

Pasquale Freda Date	Jeff Didyk
Board Negotiations Team	Board Negotiation To
FOR THE FAIRFIELD EDUCATION A	
Catherine Prall (Chairperson)	7/11/19 Date
Catherine Prall (Chairperson)	Date
Donna Gualtieri	14/12/19 Date
Donna Gualtřeri	Date
Sug larmer	711119
Lisa Carroll	Date
Jam Marl	7/11/19
lajme Chavkin	Date /
Jane Serpico	7/1/19
	Date / /
Jodie Kohlberg	7/25/19 Date
	7/
Nicholas Esposito	7/29/19
inchotas Esposito	Date
- Hen Vickson	8/1/19
Joleen Dickson	Date/
	7/11/19
Robert Zuk	Date

FOR THE FAIRFFELD BOARD OF EDUCATION