## FAIRFIELD TOWNSHIP SCHOOL DISTRICT

#### AGREEMENT BETWEEN

#### THE FAIRFIELD TOWNSHIP SCHOOL DISTRICT BOARD OF

## **EDUCATION**

### AND

## THE FAIRFIELD TOWNSHIP EDUCATION ASSOCIATION

#### FOR THE YEARS

#### **JULY 1, 2019 THROUGH JUNE 30, 2022**

õWhenever in this Agreement the law has been quoted in full, in part or by paraphrase, the language of the law shall govern and not the quotation or paraphrase of the law as it appears in the Agreement.ö

The Board, on its own behalf and on behalf of the electors of the Township, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and 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 and other governing bodies having jurisdiction and the provisions of this Agreement shall be construed in the light of management prerogatives vested in the Board by the foregoing legal authorities.

#### ARTICLE I

## RECOGNITION

## A. Unit

The Fairfield Township Board of Education hereby recognizes the Fairfield Township Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full time personnel whether under contract, on leave, employed by the Board, including only;

- 1. Classroom teachers fully certified.
- 2. Teachers considered specialists working full-time- fully certified. Any certificated staff member who is not in an administrative position.
- 3. Nurses fully certified,
- 4. Secretaries
- 5. Classroom Aides
- 6. Teacher/Coordinators and Social Worker/Coordinators

## B. <u>Definition of employee</u>

Unless otherwise indicated, the term õemployeesö when used hereinafter in this Agreement, shall refer to all professional, fully certified employees, including all federally-funded teachers so long as they are federally funded; secretaries; instructional aides; represented by the Association in the negotiating unit as above defined and references to male employees shall include female employees.

C. The following positions are excluded: Chief School Administrator, Board Secretary, Assistant Board Secretary, Business Administrator, Principals, Assistant Principals, Secretary to the Chief

School Administrator, Board Clerk, Attendance Officer, and any other employees who may be determined by the Chief School Administrator and FTEA President to be oconfidential employees, and all others not listed in Paragraph A above.

#### ARTICLE II

#### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the association in response to reasonable requests from time to time all public information needed to carry out the union duty of representation.
- B. Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, they shall be provided coverage, and they shall suffer no loss in pay if the participation time is set by the Board/Administration.
- C. The Association and its representatives shall have the right to use the school building with prior approval of Administration. Any custodial costs as a result of these meetings shall be assumed by the Association.
- D. The Association shall have the right to use school facilities and equipment for school and Association use with consent of the Administration. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.
- E. The Association shall have, in each school building, the partial use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the Building Principal.
- F. The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes as it deems necessary.
- G. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organization.
- H. Any individual contract between the Board and the individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- The President of the Association shall not be assigned a duty period, other than AM or PM duty, or homeroom.

### **ARTICLE III**

## **GRIEVANCE PROCEDURE**

## A. <u>Definition</u>

1. A õgrievanceö is a claim by an employee, teacher or the Association based upon the interpretation, application or violation of this Agreement, policies or Administrative decisions affecting an employee or a group of employees.

An õaggrieved personö is the person or persons making the claim.

The term oworking dayo shall mean any day the aggrieved person is required to work.

2. A grievance to be considered must be initiated by the employee within fifteen (15) working days of the time of its occurrence.

## B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## C. Procedure

- Since it is important that grievances be processed as rapidly as possible, the number of
  days indicated at each level should be considered as a maximum and every effort should
  be made to expedite the process. The time limits specified may, however, be extended by
  mutual agreement.
- 2. If a grievance is not processed within proper timelines by the grievant/association, the grievance is automatically denied and dropped.
- 3. The prescribed Grievance Form shall be utilized and submitted at all levels of the grievance procedure. A copy of said grievance form is attached to this Agreement.

## D. Rights of Employees to Representation

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by the aggrieved person, or, at the aggrieved person expense, by a representative selected by the aggrieved person.
- 2. No reprisals of any kind shall be taken by the Board or any member of the Administration against any party in interest, any representative, any member of the Professional Rights and Responsibilities Committee (PR & R) or the Association, or any other participant in the grievance procedure by reason of such participation.

## E. Level One

An employee with a grievance shall discuss it with the supervisor/administrator who
initiated the action that caused the grievance, in an attempt to resolve the matter
informally. The supervisor/administrator shall render a decision within five (5) working
days

## F. Level Two

- 1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One. The employee may file the grievance in writing to the aggrieved person supervisor. The supervisor shall communicate a decision to the employee in writing, with reasons, within five (5) working days of receipt of the written grievance.
  - a) The specific nature of the grievance
  - b) The nature and extent of the injury, loss or inconvenience
  - c) The results of pervious discussion; and
  - d) The relief sought.

## G. Level Three

1. The employee, no later than ten (10) working days after receipt of the principal decision, may appeal the principal decision to the Chief School Administrator. The appeal to the Chief School Administrator must be made in writing, reciting the matter submitted to the principal as specified above and employee dissatisfaction with decisions previously rendered. The Chief School Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Chief School Administrator shall communicate a decision in writing with reasons to the employee.

## H. Level Four

- 1. If the grievance is not resolved to the employee® satisfaction, no later than ten (10) working days after receipt of the decision of the Chief School Administrator, the employee may request a review by the Board of Education. The request shall be submitted in writing through the Chief School Administrator, who shall forward the request within six (6) working days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon the request of the employee, hold a hearing with the employee at the next regularly scheduled Board meeting. If the next regularly scheduled Board meeting is within ten (10) working days of the request, the hearing shall be moved to the following regularly scheduled Board meeting or a mutually agreed upon special meeting of the Board.
- 2. The Board shall communicate its decision in writing to the employee, and employee¢s superiors, through the Chief School Administrator, within a reasonable period of time not to exceed five (5) working days after the next regularly scheduled monthly Board meeting.

#### Level Five

- 1. If the employee is not satisfied with the disposition of the grievance at this level, the employee may within ten (10) working days, request in writing that the Chairman of the Grievance Committee of the Association submit the grievance for arbitration.
- 2. If and when the Grievance Committee determines that the grievance is meritorious, only then, not later than ten (10) days after the Board decision, shall it be considered for submission to arbitration. Grievances so determined may be submitted for arbitration only by the Grievance Committee.
- 3. The Arbitrator shall confine himself to the issue(s) presented under this Agreement, and after presentation of the grievance in a hearing shall render a decision in writing to both parties within thirty (30) calendar days. The Arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education.
- 4. Only the cost of the Arbitrator with necessary expenses shall be borne equally by the Board and the Association. The decision of the Arbitrator will be binding upon both parties.

#### J. Miscellaneous

- 1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of employees, the PR&R Committee may submit such grievance in writing to the Building Principal and the processing of such grievance shall be commenced at Level One.
- 2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 3. Forms for filing grievances, service notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the Association and given appropriate distribution as so to facilitate operation of the grievance procedure.
- 4. All meetings and hearings under this procedure shall not be conducted in public and shall include only representatives, heretofore referred to in the grievance procedure.
- 5. Binding arbitration will be available for those disputes involving interpretation or application of the Agreement, including any non-termination discipline which is provided for in the agreement.

- 6. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education shall pay the cost of the substitute. However, time lost by the employee due to arbitration proceedings shall be either without pay or shall be charged to the employee personal time.
- 7. If the Board or the Union fail to respond to the time limits in the grievance procedure, the grievance is adjudicated in favor of the other party.

## ARTICLE IV

#### **EMPLOYEE RIGHTS**

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage or fined or suspended without pay without just cause.

Any such action by the Board or any of its agents or representative thereof shall be subject to the grievance procedure except when such disposition is properly to be decided before the N.J. Commissioner of Education.

Nothing herein is to be construed to mean that the Board relinquishes any of its rights relative to exercise of its managerial prerogatives within the limitations of statutory provision.

- B. Whenever any employee is required to appear before the Chief School Administrator or designee, Board, or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in office, position or employment, the salary or increment pertaining thereto, then the employee shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present for advice and representation during such meeting or interview. Any suspension of an employee pending charges shall be with pay if the employee is exonerated. Verbal requests to appear before a member of the Administrative staff shall not be construed to be in any way detrimental to the employee position of employment and such conferences shall not be included in their personnel file of the employee.
- C. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Fairfield Township School District based upon the teacher professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. If any grade or evaluation is changed without approval of the teacher, it shall be so noted in the student permanent record file and a copy given to the teacher.
- D. Any criticism by a supervisor, Administrator, or Board member of a teacher and/or the teacher instructional methodology, or any school employee covered by this Agreement shall be made in confidence and not in the presence of students, parents or other public gatherings. This Agreement applies to employees and their criticism of a member of the Board of education and/or member of the administration.
- E. Whenever there shall be a staff reduction of secretaries and classroom aides, termination shall be on the basis of seniority, so those employees with the longer time of service shall have seniority rights over more junior members in the same type of employment.

## ARTICLE V

## PERSONAL AND ACADEMIC FREEDOM

A. In accordance with the law as enacted by the Legislature of the State of New Jersey and as interpreted by the Courts of the State of New Jersey, the Board of Education agrees with the Fairfield Township Education Association that it will adhere to the law as the same directs the protection of individuals, their conduct and the pursuit of academic freedom.

## ARTICLE VI

## ADMINISTRATION LIAISON

A. The Association of this Agreement.

All meet with the Chief School Administrator as mutually agreed upon during the school year to review and discuss current school problems and practices and the administration of this Agreement.

#### B. Meet and Discuss Committee

In order to promote and implement an effective procedure for employer/employee input and discourse, a Meet and Discuss Committee for the Fairfield Township School system shall be created to consider such subjects as evaluation criteria and procedure, discipline policy and procedures, in-service programs, and fair dismissal procedures, but shall not be limited to these areas.

- 1. The moderator of the committee shall be determined by the committee.
- 2. Up to three (3) members of the Board of education designated by the Board President and the Chief School Administrator may attend the meetings of the committee as determined by the Board President.
- 3. Up to three (3) members of the FTEA, as well as the President, may be designated by the FTEA President to attend meetings of the committee.
- 4. The members of the committee shall meet as mutually agreed upon to discuss any subject submitted by the constituent members of the committee, a bargaining unit, the Administration, the Board, or any other party with a valid interest in the operation of the school system.
- 5. The members of the committee may increase their number to mutually agreed upon limits if a specific topic requires additional discussants.
- 6. This committee shall provide a written summary including any recommendations to the full Board of Education.
- 7. If the Board of Education does not adopt the recommendation of the Meet and Discuss Committee, the reasons for the Boardøs decision shall be provided, in writing, to members of the Meet and Discuss Committee.

## **ARTICLE VII**

## PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety according to the State laws of New Jersey.
- B. Whenever any action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse the employee for the cost of his defense if the action is dismissed or if the employee prevails.
- C. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.
  - 1. Whenever an absence arises from an injury of an employee while performing his responsibilities, upon presenting the results of an examination and a certificate from a medical doctor, the employee shall be entitled to full salary and other benefits without forfeiting any sick leave or personal leave, in accordance with applicable statutory law.
  - 2. The Board shall reimburse employees for reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his

- employment in an amount not to exceed \$250.00.
- 3. Section 3 shall be void if the injury is found to be the result of an employees negligence.
- 4. Employees shall immediately report cases of assault or injury suffered by them in connection with their employment to their Principal or other immediate superior. Such notification shall immediately be forwarded to the Chief School Administrator, or designee who shall comply with any reasonable request from the employee for information in the possession of the Chief School Administrator relating to the incident or the liaison between the employee, the police, and the courts.

#### ARTICLE VIII

### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. When, in the judgment of a teacher, a student requires the attention of any specialized service personnel, he shall so inform his Principal or immediate supervisor. The Principal or immediate supervisor, shall arrange, as soon as possible, for a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- B. When, in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student to the Vice-Principal or designee. When necessary, the Vice-Principal or designee shall arrange, as soon as reasonably possible, and under normal circumstances not later than the conclusion of the following day, a conference among himself, the teacher, the student, and if requested by the teacher or Vice Principal or designee, an appropriate specialist to discuss the problem and to decide upon appropriate steps to its resolution. If the teacher in question objects to the decisions, the matter shall, within twenty-four (24) hours after the decision by the Vice-Principal or designee be referred to the Chief School Administrator for final determination.

#### ARTICLE IX

## **EMPLOYEE FACILITIES**

- A. By the beginning of the school year, each school shall have the following facilities:
  - 1. Space in each classroom in which teachers may store instructional materials and supplies.
  - 2. An appropriately furnished room shall be reserved for the exclusive use of staff as a lounge/work area with adequate ventilation, equipment and supplies to aid in the preparation of instructional materials. Although staff shall be expected to exercise reasonable care in maintaining the appearance and cleanliness, it shall be regularly cleaned by school custodial staff.

3.

- Each teacher shall have a serviceable desk, chair and file cabinet capable of being locked.
- b) Each teacher shall have a computer and printer capable of executing tasks that teachers are required to do. The Board will exercise good faith and attempt to provide this facility to each teacher. Teachers who do not have their own computer or a malfunctioning computer shall not suffer any negative actions if they cannot complete tasks requiring computers. Teachers shall exercise good faith in attempting to accomplish tasks.

Effective July 1, 2017, teachers shall use central printers/copiers (rather than individual printers in their classrooms). The Board shall provide, and teachers will have access to four (4) central printers. The existing printers in the teachersø

classrooms will remain at the teacher request However, the Board has no responsibility for repairing or replacing said printers. Furthermore, the Board will not supply ink for said printers. The employee has the option to purchase ink refills at their own expense but shall not be reimbursable by the Board. The laser printer in the Computer Lab (which is used for students work) will not be considered one of the four (4) central printers. The Board will continue to supply ink for this printer since it is used for student work. The Board will work with the printer/copier representative to address teacher concerns about the limited queue time on the central printer.

- c) The Board shall provide each teacher with a teacher sedition or manual for any textbook used in a Core Curriculum Content Standard Subject.
- 4. Smoking of tobacco anywhere in school buildings or on school grounds is prohibited except as part of a classroom instruction or a theatrical production.
- 5. A telephone shall be installed in each faculty room of each school, for use by staff members for the purposes of making local calls to parents, for local contacts on school-related items and for local emergency or local important personal calls.

## ARTICLE X

#### **ASSIGNMENTS**

- A. Changes in class, subject, building or room assignment(s) for all unit employees for the subsequent school (or work) year shall be given to each employee as soon as possible but not later than the last working day of the school year.
- B. In the event that changes in such assignment(s) become(s) necessary after the last work day of the school year, the Association and any employee affected shall be notified in writing at least ten calendar days before the opening of school, except when the change is necessitated by emergent circumstances, in which event the notification shall take place as quickly as practicable under the circumstances. Upon request of the employee and the Association, the changes shall be promptly reviewed between the Chief School Administrator or designee and the employee affected and at employee option, a representative of the Association.
- C. The Chief School Administrator shall give notice of assignments to new employees as soon as possible.
- D. It is understood that changes in assignment remain the sole prerogative of the Board.

#### ARTICLE XI

## INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of any involuntary transfer or reassignment shall be given to employees as soon as practicable, and except in cases of emergency, not later than the last working day of school.
- B. In the event that changes in such schedules, class and/or subject assignments or room assignments are proposed after the last working day of school, any employee affected shall be notified promptly in writing. Upon request of the employee, the changes shall be reviewed between the Chief School Administrator or designee and the employee affected. The employee may, at employee& option, have an Association representative present at such meeting.
- C. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the position, in order of preference, to which they desire to be transferred. An employee being involuntarily transferred or reassigned shall be placed only in an equivalent position.
- D. It continues to be understood that transfers remain the sole prerogative of the Board.

## ARTICLE XII

#### **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. No later than March 1st of each school year, the Chief School Administrator shall deliver to the Association and post on designated bulletin boards located on a wall near the entrance to each principals office, a list of known vacancies which shall occur during the following school year. This procedure shall occur each month continuously until August. The Board shall send notice of summer openings to the FTEA Presidents home address as soon as they become available. Said openings shall also be posted on the bulletin board in the office of the Chief School Administrator.
  - 1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building, may file a written statement of such desire with the Chief School Administrator not later than May 1<sup>st</sup>. Such a statement shall include the grade and/or subject to which the teacher desires to be transferred, and the school or schools to which he desires to be transferred in order of preference. The teacher must be properly certified. Any teachers not previously granted a requested transfer by June 1, will be sent written notification of openings as they occur after June 1.
  - 2. As soon as practicable, and no later than June 1<sup>st</sup>, except in an emergency, the Chief School Administrator shall post in each school and deliver to the Association, a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer. The Board shall send notice of summer openings to all staff via email as soon as summer openings become available.
  - 3. Any secretary or classroom instructional aide who wishes to apply for an open position shall apply for said position within one (1) week of the date of announcement. The Board shall not permanently fill the position until after the expiration of the one-week period. All transfers ultimately are the sole prerogative of the Board and its authorized agent(s).

## ARTICLE XIII

#### SICK LEAVE

## A.

- 1. All ten-month employees shall be entitled to ten (10) days sick leave each school year as of the first official day of school. All twelve-month employees shall be entitled to twelve (12) sick leave days each school year as of the first working day of each fiscal year. Unused sick leave shall be accumulated from year to year with no maximum limit. A doctorøs note shall be required after two (2) days absence or as required by NJSA 18A:30-4.
- 2. Sick leave days shall be accumulated in whole day increments, unless employee becomes ill during the workday requiring departure from work, in which event one-half day credit shall be given if employee remains at work at least four hours.
- 3. *N.J.S.A.* 18A:30-1 defines sick leave as absence from his or her post of duty because of personal disability due to illness or injury or exclusion from school by the school districtor medical authorities on account of a contagious disease or being quarantined for such a disease in his or her immediate family. Normally, absence for a doctoror appointment is not within the scope of sick leave unless the same is necessary to prevent employee from being disabled from performing his or her normal duties, for example: treatment for an ongoing medical condition that, without such treatment, would disable the employee from working. To aid in the resolution of any differences, reference is made to the settlement by the parties in Arbitration arising from a grievance, bearing PERC Docket Nos. AR 2002-276 and 555, and the letters of May 21 2003 from Sandra Zaccaria, then president of FTEA to Tom Myers, UniServ Representative, and of May 24, 2003 from Samuel J. Serata, Esq., then School Attorney for the Board to Thomas G.

Myers, UniServe Field Representative.

- B. Upon retirement, a unit employee shall be paid for accumulated sick leave under the following conditions:
  - 1. Notify the School District in writing no later than November 1<sup>st</sup> of the year prior to the fiscal year in which retirement is to occur.
  - 2. The employee must have accumulated no less than sixty (60) days of accumulated sick leave to be eligible for this benefit.
  - 3. Compensation shall be \$55 for each day per teacher; \$30 for each day for each secretary or full-time instructional aide. A maximum of \$10,500 will be paid to each teacher and a maximum of \$5,500 to each eligible secretary or full-time instructional aide.
  - 4. This benefit shall be payable on a date selected by the retiring employee during the school fiscal year (July 1-June 30) following the year of retirement. However, if the employee states a case of bona fide hardship, the benefit may be payable at an earlier date upon application to the Board.
  - 5. Payment for accumulated sick leave, if deferred after the effective date of retirement, and if the death of the retiree occurs, shall be made to the retiree occurs estate.
- C. An extended paid leave of absence may be granted to employees who have exhausted accumulated sick leave through lengthy illness. For an employee to receive the difference between his or her regular daily salary and that of a substitute, such request must be made in writing and may be granted by the Board on a case by case basis.

#### ARTICLE XIV

## TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
  - 1. Each teacher, aide, and ten-month secretary shall receive three (3) days per year personal leave for legal, business, or personal household matters which require absence during the work hours. (For 12-month secretaries, the number of days is three). No reason need be stated in applying for such leave provided application is made at least two (2) days in advance. If less than a two-day minimum application, then a specific bona fide reason must be given that precludes attendance at work. Reasons must be supplied for any days applied for after May 15<sup>th</sup> through June 30th of each year under the same conditions except that leave will be granted for the graduation of a child or spouse or the wedding of a child or relative. Unused personal days shall be converted to accumulated sick leave each year. Personal days may not be used before or after Winter Recess, Spring Recess or the last day of school.
  - 2. Days granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature. These days must be approved by the Board in advance. A written report must be made to the Chief School Administrator within five (5) days after the meeting or conference in order to be compensated for that day. Only two (2) staff members per school will be approved on any day except in an emergency.
  - 3. Time necessary for appearance in any legal proceeding(s) connected with the employee¢s employment with the school system where the Board and the employee are defending parties, or a court subpoena requiring an employee¢s attendance at a proceeding involving litigation arising from his employment.

4.

- a) In the event of the death of an employee® spouse, partner in a civil union couple, child, child-in-law, parent, parent-in-law, brother, sister, sister-in-law, brother-in-law, grandparent or grandchild, or member of the immediate household, such employee shall be eligible for paid bereavement leave for all workdays that may be required during the five calendar day period commencing with the day after death. In the event extensive travel or other extenuating circumstances exist, at the employee® request, the Chief School Administrator may alter the five-day sequence or extend the five-calendar day period to six or seven calendar days.
- b) In the event of the death of an employeeøs, or an employeeøs spouseøs or partner in a civil union coupleøs, uncle, aunt, nephew, or niece, such employee shall be eligible for paid bereavement leave for one workday, as may be required. In the event that extensive travel is required, an employee may apply for and shall be granted one (1) personal day from his annual allowance of three (3) personal days.
- 5. Up to five (5) school days per year will be granted in the event of a medically verified terminal illness, critical illness, accidental injury, surgery, or hospitalization of an employee® spouse, partner in a civil union couple, child, parent, or member of the immediate household. In the case of an immediate medical emergency, partial days may be granted by the Chief School Administrator or designee, which partial days will accrue against the total allowance for the year.
- B. Tenured employees may be granted, by the Board, a voluntary leave of absence for one year without pay, subject to the following conditions and to authorization by the Board.
  - 1. Request for a voluntary leave of absence must be received by the Chief School Administrator in writing in such form as may be mutually agreed on by the Association and the Administration, no later than February 1<sup>st</sup>, and action must be taken on all requests no later than March 1<sup>st</sup>, of the school year preceding the school year for which the voluntary leave of absence is requested.
  - Upon return from the voluntary leave of absence, an employee shall remain on the salary schedule at the level which he was on at the time of his leave, plus any salary raise for the year he returns. This employee does not move any steps on the salary scale while on voluntary leave.
  - 3. The purpose of voluntary leave of absence shall include but not be limited to study in another area of specialization, for travel, or for other reasons of value to the school system.
  - 4. All benefits to which an employee on tenure was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon return, and he shall be assigned within his job certification.

## C. MATERNITY and CHILD CARE LEAVE

- 1. Maternity The Board shall grant maternity leave for a natural birth without pay to the employee upon request subject to the following stipulations and limitations:
  - a) Maternity leave shall commence on the date requested by the employee, provided it shall begin no more than four weeks before the due date of the birth as determined by the employee® physician and shall end not more than four weeks after the actual date of birth. This time may be extended upon proof of medical necessity.
  - b) Any employee granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or any part of her

- accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
- d) The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue working.
- Child Care Leave The Board may grant childcare leave for up to one year after date of birth without pay, provided it will not adversely affect the educational or operational process in the Fairfield School District which shall be determined in the sole discretion of the Board.
  - a) Childcare leave shall commence on the date requested by the employee so long as it does not affect the educational or operational processes of the School District.
  - b) An employee granted childcare leave may not elect to substitute any sick leave in lieu thereof.

#### ARTICLE XV

## TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his proper step of the salary schedule in accordance with the following:
  - 1. Credit up to the seventh step of any salary level on the Teacher Salary schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Included within the seven steps are credits not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service system. The Board may grant additional credit for teaching experience, up to the personose actual number of years teaching service if recommended by the Chief School Administrator.
  - 2. Any teacher previously employed in the Fairfield Township School District who returns to the district shall be given full credit on the salary scale for teaching experience within the Fairfield Township School District.
- B. Non-tenured teachers shall be notified of their contract status for the ensuing year as per N.J.S.A. 18A:27-10, said date presently being May 15<sup>th</sup>.
- C. It is agreed that all teachers presently employed are now on their proper step and any claim for previous experience shall be made at the time of employment and will not be entertained thereafter by the Board.
- D. Newly hired secretaries shall be placed on step 1 of the salary guide, provided however, that additional credit for work experience may be given so as to allow placement on the salary guide, at the Board& discretion based on the recommendation of the Chief School Administrator.
- E. Whenever a vacancy occurs in any teaching, administrative, secretarial, aide, or paid extracurricular activity, or a new position is created, the Board shall, within five (5) working days notify the association in writing of that fact and post in the school. Staff shall be notified by email. Written notice of a resignation or retirement shall constitute the occurring of a vacancy.

## ARTICLE XVI WORKDAY

## **TEACHERS**

#### A. PERFORMANCE REQUIREMENTS

- As professionals, teachers are expected to devote to their assignments the time necessary
  to meet their responsibilities, but they shall not be required to clock in or clock out by
  hours and minutes.
- 2. Teachers shall indicate their presence for duty by signing their initials in the appropriate column of the faculty sign-in roster.
- 3. The teacher workday shall be seven (7) hours in length. The teacher workday shall include at least a thirty (30) minute duty-free lunch time; a duty-free preparation period equal in length to a regular classroom period; and 10 oconsecutive minutes of pupil noncontact time in the morning and 10 oconsecutive minutes at the end of the day of pupil non-contact time. Should it become necessary for there to be additional student contact time before the arrival or after the dismissal of students, then arrangements shall be made for a teacher[s] to remain and be compensated at the hourly rate for remaining with the students. The Administration shall ask for volunteers for this duty, before assigning same.
- B. Every teacher shall plan lessons and teach course content in a manner the teacher considers most practical and useful within the curriculum guidelines. All teachers shall submit lesson plans according to procedures and in a format outlined by the Principal,
- C. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated at the rate of pay in Schedule D.
- D. All teachers shall have a daily planning period of at least 40 minutes. Two planning periods per month shall be used for grade level planning. These planning meetings shall be scheduled by the Principal. Staff shall be given 24 hours prior notice of the meeting.
- E. Special area teachers, special education teachers, basic skills teachers, ESL teachers, Master teacher will not be used as substitutes except in an emergency.
- F. Teachers shall not be required to attend more than two (2) faculty meetings a month lasting no more than forty-five (45) minutes in length and written notice of said meetings shall be provided at least two (2) days in advance.
- G. Teachers shall be reimbursed mileage at the rate paid by New Jersey Department of Education for traveling expenses when attending offsite workshops only when specific Board approval is given for said mileage reimbursement in conjunction with the approval of attendance at the workshop and for mileage incurred while in the performance of their jobs. This applies only if teachers are given specific directions by the Principal, Chief School Administrator, or Board. Those staff members traveling in conjunction with Federal Programs will be paid at the rate established by the Federal Guide.
- H. Meetings which take place after the regular in-school workday and which require attendance will not be called on Fridays or on any day immediately preceding a legal holiday when school will not be in session.
- I. Any teacher who is required or volunteers to work on extra instruction or homebound instruction, including teaching classes at summer school shall be compensated at the rate of \$31.75 per hour during the 2019-2022 school years.
- J. A teacher who is required to cover a class and is required to lose a planning period shall be compensated \$25.00 during the 2019-2022 school years.
- K. Any staff member who is requested to work beyond the contractual workday in order to supervise students (remain with students because of late buses, provide special instruction, etc.), or make a Board presentation shall be compensated at the rate provided in paragraph I above. If teacher PM

bus duty goes beyond the workday, the teacher shall be compensated at the  $Article\ XVI(A)(I)$  hourly rate.

## **SECRETARIES**

- A. The normal work week for all secretaries shall be thirty-seven and one-half (37-1/2) hours per week, excluding a thirty (30) minute lunch period daily from September 1 to June 30. It shall be 1 hour less per day from July 1 to August 30 excluding a sixty (60) minute lunch.
- B. Overtime at the rate of compensatory time up to forty (40) net hours per week will be provided and a premium rate of time and one-half will be paid above forty (40) net hours per week exclusive of lunch. For purposes of determining the work week, holidays shall count as regular workdays.
- C. For twelve (12) month secretaries, the following vacation schedule shall apply:

1.	After one (1) year	1 week
2.	After two (2) years	2 weeks
3.	After five (5) years	3 weeks
4.	After ten (10) years	4 weeks

#### **CLASSROOM AIDES**

- A. Classroom aides shall indicate their presence for duty by signing their initials in the appropriate column of the staff sign-in roster.
- B. The classroom aidesøworkday shall be 7 hours in length and shall include lunch time.
- C. Classroom Aides shall have a daily duty-free lunch period of at least 30 minutes, or the amount of time provided students.
- D. Classroom Aides will not be used as substitutes except in an emergency. Certificated classroom aides who substitute for absent teachers shall be paid the substitute per diem rate or their current rate of pay, whichever is higher for such time.
- E. Classroom Aides shall be reimbursed at the rate paid by New Jersey Department of Education for traveling expenses incurred while in performance of their jobs. This applies only if aides are given specific directions by the Principal, Chief School Administrator, or Board. Those staff members traveling in conjunction with Federal Programs will be paid at the rate established by the Federal Guide.
- F. The hourly rate for Classroom Aides shall be calculated based upon a work year of 180 days; seven hours per day. The hourly rate shall reflect any additional duties performed.

## ARTICLE XVII

#### **WORK YEAR**

#### A. TEACHERS

- 1. The work year for the teacher shall consist of 186 days and the student year will be 180 days
  - a) Four of the specified teacher work days will be devoted to in-service training.
  - b) Prior to the first student contact day, one day shall be designated for room preparation.
  - c) The day following the final day of student contact shall be devoted to preparing classrooms for school closing and for completion of end of the year tasks

assigned by the Principal or his designee.

- 2. In the first year of employment, teachers new to the district may be required to attend up to three additional days of orientation sessions prior to the opening week of school.
- 3. In addition to the four (4) full days for in-service training, workshops, or other professional development half-day sessions, defined as any day in which pupils are dismissed early, may also be required for the same purposes.
- 4. Additional in-service days may be added to the calendar if more than provided herein are mandated by the State of New Jersey.

## B. CLASSROOM AIDES

The work year for classroom instructional aides shall consist of 180 days which shall coincide with the 180 pupil attendance days. Aides may be asked to work up to 4 days of Professional Development at their per diem rate and will be given at least 15 working days notice.

#### C. SECRETARIES

If Secretaries are required to work on VeteransøDay or Columbus Day, they shall be compensated at their per diem rate for days worked. School secretaries shall be off when teachers are not required to report to duty within the pupil calendar.

The work year shall be:

Ten (10) month employees: September 1 to June 30

Twelve (12) month employees: July 1 to June 30

### D. SCHOOL CALENDAR

Before the Board adopts the school calendar, the same shall be presented to the Association who may then confer with the CSA and suggest any changes.

#### E. AIDES

The Board will be responsible to pay the substitute certificate fee when it becomes due.

## ARTICLE XVIII

#### NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher¢s primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. However, they agree as follows:
  - 1. Teachers may be required, if necessary, to perform certain of the following duties: bus duty, hall duty, cafeteria duty (lunch and breakfast).
  - 2. Teachers shall not be required to perform the following duties:
    - a) Delivering books to the classroom, keeping registers, and/or custodial functions,
    - b) Correcting standardized tests used at the direction of the Board or the Administration provided they are capable of being machine scored.
  - 3. Teachers shall not be required to drive students to activities which take place away from the school building.
  - 4. Teachers are not required to supervise detention longer than the 10 minutes they are required to remain working after students are dismissed.

## **ARTICLE XIX**

#### **SALARIES**

A. The salaries of all teachers covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof. Salaries for instructional aides on Schedule B; salaries for secretaries on Schedule C. Payment for Extra-Curricular Activities covered by this Agreement is set forth in Schedule D. Salaries shall increase by 2.5%, retroactively, for 2019-2020; 2.75% for 2020-2021 and 3% for 2021-2022. All salaries are retroactive to July 1, 2019. Additionally, for the first-year salary only, an additional \$30,000.00 shall be added to the salary guides and shall be distributed equally on the salary guides.

Retroactive checks will be paid within sixty (60) days of the date the Board approves the Memorandum of Agreement. If an employee retroactive amount is a negative number (i.e., the employee owes money to the District), the Administration will meet with the employee to work out a payment plan by the employee. All salary guides shall be mutually developed and agreed upon between the Board and the Association.

#### B. Method of Payment

## 1. Ten Month/Twelve Month

Paydays shall be on the 15<sup>th</sup> and 30<sup>th</sup> of each month.

## 2. Employees Saving Plan

Employees may determine specific amounts of their monthly salary deducted from their pay. These funds shall be forwarded to the Cumberland County Teachers Credit Union and put in an interest-bearing account for each employee who so designates. Management of the account is handled by the Credit Union and each individual employee. The Board shall be saved harmless from liability by the Association after funds have been transferred and accepted by the Credit Union.

## 3. Exceptions

When a payday fails on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

## 4. Procedure for Withholding Employment increment or Adjust Increments

Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

- a) The immediate superior and/or the Principal shall not forward any recommendations to withhold a teacher¢s increment or a part thereof through the Chief School Administrator to the Board unless at least ninety (90) calendar days prior thereto, and in no case later than April 1st of the preceding school year in which such action would take effect, the Principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged cause or causes for the recommendations specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.
- b) Once a recommendation is forwarded to the teacher and Board, the teacher may within ten (10) school days file a grievance commencing at Level Two. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth in ARTICLE HI of this Agreement.

## 5. Final Pay

Final paychecks shall be presented to ten (10) month employees on the last working day in June upon satisfactory completion of all closeout responsibilities.

### 6. Homebound and Summer Work for Teachers

The rate for such work shall be as set forth in paragraph XVI.I. above is \$31.75 per hour during the 2019-2022 school years.

#### 7. Longevity

Secretaries shall receive longevity pay as follows:

- a) After 25 years of service with the Board the sum of \$500.00 per year.
- b) After 30 years of service with the Board an additional sum of \$500.00 for a total of \$1,000.00 per year.

#### ARTICLE XX

#### INSURANCE PROTECTION

- A. The Board shall continue to provide the full premium for N.J. State Health Benefits Plan coverage, or its equivalent for employee, family and eligible dependents.
  - 1. A detailed description of the Plan shall be provided to each employee by the Board.
  - 2. For each employee 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, commencing June 30<sup>th</sup> and ending July 1<sup>st</sup>. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
  - 3. Employee shall contribute to benefitsøpremium costs as per New Jersey State Public Law
  - 4. Effective July 1, 2017, the base plan for all members will be the NJ Direct 15/Aetna Freedom 15 Plan. Employees who select a more expensive plan will have the option of õbuy-upö by paying the difference in premiums between the more expensive plan and Direct 15/Aetna Freedom 15. (The premium difference or õbuy-upö will be in addition to the employees C.78 contributions on the Direct 15/Aetna Freedom 15 plan).
- B. The Board shall provide to each employee a description of health-care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage as listed above.
- C. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. Retiree will pay all costs.
- D. The Board shall provide dental plan coverage for the employee only commencing with the 1999-2000 school year, and family coverage if requested by the employee for the 2000-2001 school year.
- E. The Board shall provide one-half of the cost of vision plan coverage for the employee and members of his family commencing with the 1999-2000 school year, if the employee elects such coverage.
- F. The Board shall provide family prescription coverage with a \$10.00 co-pay. The prescription coverage shall provide a premium cap limiting the employers responsibility to a maximum annual premium per employee. Effective July 1 2019, the Boards responsibility for prescription

premiums will be capped at \$1,750.00. Effective July 1, 2020, the Boardos responsibility for prescription premiums will be capped at \$2,150.00 per year. Effective July 1, 2021 t the Boardos responsibility for prescription premiums will be capped at \$2,300.00 per year.

G. The term ofamily as used in this Article shall include employee partner in a civil union couple.

#### ARTICLE XXI

#### TEACHER AND SUPPORT STAFF EVALUATION

#### **TEACHERS**

- A. On or before the first school day of the year, the Chief School Administrator shall give to each teacher a copy of the form used to evaluate the teacher. This is to be used for the teacher edification, and any problems should be discussed with the respective Principal and/or immediate superior.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
- C. No observation/evaluation report shall be submitted to the central office, placed in the teacher sfile or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- D. Teachers shall be evaluated only by persons certificated by the New Jersey Board of Examiners to supervise instruction.

E.

- 1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies therein. At least once every three (3) years the teacher, in consultation with the Chief School Administrator, may indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain, and shall have them removed from the teachers file.
- 2. No material shall be placed in a teacher personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer upon said document and his answer shall be reviewed by the Chief School Administrator or designee.
- 3. Although the Board agrees to protect the confidence of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available to the teacher inspection.
- 4. A teacher shall be permitted to reproduce on the premises any information in his personal file, other than pre-employment references or related correspondence, placement bureau references or other pre-employment information.
- F. A conference time shall be established within five (5) working days of the evaluation and/or observation between the supervisor and the teacher. Announced observation shall have a preconference meeting five (5) days prior to the evaluation between the supervisor and the teacher.
- G. All written evaluations and formal observations shall not be limited to a check list but shall also contain narrative language.
- H. Ad observations shall include the introduction and/or lesson closure.

I. No teacher/certified staff member shall evaluate another unit member.

#### **COMMITTEES**

A. The FTEA president and School Team Leaders shall continue to serve on the SclP Committee.

## NON-TENURED TEACHERS

- A. Non-tenured teachers will have three (3) formal observations, prior to April 30<sup>th</sup> of each school year, followed by a conference with the Building Principal. The Principal will give the teacher a written evaluation; a copy of which will be kept by the Principal and one placed in the teacher¢s file.
- B. The written observation should include the teacher's strong points as well as his weak ones.

  Suggested improvements should be given to the teacher in the area the Principal considers weak.
- C. If by February 15<sup>th</sup>, the Principal feels the teacher has not shown improvement, the Principal will call the teacher in for a conference, explaining there is a possibility of his not being rehired. The Principal must explain what improvements the teacher must make in order to be considered for rehiring.
- D. If by May 15<sup>th</sup>, if the teacher is not going to be recommended for rehiring, the teacher will be so informed by the Superintendent. At that time, the teacher will have a conference with the Superintendent to discuss non-renewal of his contract.
- E. If the teacher is not satisfied with the decision of the Chief School Administrator, the teacher is entitled to an informal hearing before the Board. The Board shall issue its written determination as to the employment of non-employment of said non-tenure teacher for the next succeeding school year within three (3) days after the completion of the hearing. Said proceedings shall be completed and the Boards determination presented to the teacher no later than June 15<sup>th</sup>. Should the Board fail to comply with the procedure outlined in Article XXI, the Board shall be deemed to have offered to that teacher continued employment for the next school year. If the teacher desires to accept such employment, the teacher shall notify the Board of such acceptance in writing on or before June 30<sup>th</sup>, in which event such employment shall continue as provided for herein.

#### Support Staff

- A. On or before the first school day of the year, the Chief School Administrator shall give to each employee a copy of the form used to evaluate the employee. This is to be used for the employee edification, and any problems should be discussed with the respective Principal and/or immediate superior.
- B. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
- C. No observation/evaluation report shall be submitted to the central office, placed in the employee file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- D. Employees shall be evaluated only by the chief school administrator, a principal, an assistant principal, or other administrator.

E.

1. An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies therein. At least once every three (3) years the employee, in consultation with the Chief School Administrator, may indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain, and shall have them removed from the teacher@s file.

- 2. No material shall be placed in an employee¢s personnel file unless the employee has had an opportunity to review such material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit within ten (10) days a written answer to said document and his answer shall be reviewed by the Chief School Administrator or designee.
- 3. Although the Board agrees to protect the confidence of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available to the employee® inspection.
- 4. An employee shall be permitted to reproduce on the premises any information in his personal file, other than pre-employment references or related correspondence, placement bureau references or other pre-employment information.
- F. A conference time shall be established within five (5) working days of the evaluation and/or observation between the supervisor and the employee.
- G. All written evaluations and formal observations shall not be limited to a check list but shall also contain narrative language.

## ARTICLE XXII

### FAIR DISMISSAL PROCEDURE

A. Nothing contained in this Agreement shall be construed to deny or restrict any employee or the Board such rights as they may have under New Jersey Laws or other applicable Laws and regulations. The rights of employees and the Board hereunder shall be deemed to be in addition to those provided elsewhere.

#### B. All teachers

- Teachers shall be evaluated and formally observed in accordance with the dictates of Statute
- 2. All teachers, either tenured or non-tenured, may only be terminated in accordance with New Jersey statute.
- C. Nothing in this Article shall be construed to mean that the Chief School Administrator, Board or any of their agents or representatives, including Principals, may not discuss general and routine matters related to the educational and operational process with the employee without prior notice, provided, however, that the intent and purpose of the conferences is not contemplated to support a change or changes which could reasonably be expected to eventuate in the dismissal of the employee or adversely affect his salary.

## ARTICLE XXIII

## EDUCATIONAL IMPROVEMENT

## A. Reimbursement

## 1. Teachers

Full reimbursement of the cost of tuition for each post graduate course successfully completed with a minimum grade of  $\delta B \ddot{o}$  or  $\delta Pass \ddot{o}$  in the event of a  $\delta Pass$  or Failö grading system, or its equivalent, will be paid to all teachers for courses taken after their first complete year in FTSD in their specific field of teaching. A maximum per teacher \$1,600.00 will be granted annually (non-accumulative). Annually is defined as that period from September 1 to August 31. Up to \$50.00 of the annual reimbursement may be used for miscellaneous related fees or expenses such as parking permits, laboratory

fees, etc.

## 2. Secretaries and Instructional Aides

Secretaries and Instructional Aides required or approved to take courses of occupational benefit to the employee shall have such courses approved in advance and shall require successful completion for reimbursement. Reimbursement shall be limited to \$850.00 maximum per employee annually which is defined as September 1<sup>st</sup> to August 31<sup>st</sup>.

## 3. Payment of Reimbursement

Teachers, Secretaries, and Instructional Aides shall receive tuition reimbursement as set forth in the above within thirty (30) days of presentation of proof of course completion and proof of satisfaction of the requirements set forth in the above to the School Business Office.

## B. Prior Consultation

Request for approval of courses for reimbursement must be submitted in writing prior to registration. It is understood that final approval resides with the Board or its designated agent.

### C. Submission of Proof

Funds will be reimbursed upon submission to the office of the Chief School Administrator evidence of participation, official transcript proof of successful completion of the course and proof of cost of tuition.

## D. Educational Improvement

The contracted employee who is reimbursed for tuition agrees to work one full academic year after the completion of the last course taken or repay one hundred percent (100%) of the most recent reimbursement amount.

Exemptions are major life change or other emergency, disability, retirement, a non-renewal or if an employee applied for an in-house position and was turned down in lieu of an out-of district hire.

#### ARTICLE XXIV

#### WORKPLACE DEMOCRACY ENHANCEMENT ACT

A. This agreement incorporates the New Jersey Workplace Democracy Enhancement Act, *NJSA* 34:13A-5.11 by reference.

## ARTICLE XXV

## **DURATION OF AGREEMENT**

A. This Agreement shall be effective upon the date of signing, except that salary compensation shall be retroactive to July 1, 2019. The Agreement shall continue through June 30, 2022, and thereafter unless otherwise agreed between the parties. All terms and conditions of employment effectuated by this Agreement are the complete understandings of the parties and all items negotiated and agreed to by the parties have been incorporated herein.

FAIRFIELD TOWNSHIP BOARD OF	FAIRFIELD TOWNSHIP EDUCATION	
EDUCATION	ASSOCIATION	
By:	Ву:	
President	President	
By:	By:	

Dated: \_\_\_\_\_\_\_, 2019 Dated: \_\_\_\_\_\_\_, 2019

# YEAR 1 2019-20

		21	017-20			
	Fairfield Teachers					
Salary Guide						
Step	BA	BA+30	MA	MA+30	Doc	
1	51,968	53,828	55,353	56,893	58,968	
2	52,468	54,328	55,853	57,393	59,468	
3	52,968	54,828	56,353	57,893	59,968	
4	53,718	55,578	57,103	58,643	60,718	
5	54,918	56,778	58,303	59,843	61,918	
6	56,118	57,978	59,503	61,043	63,118	
7	57,318	59,178	60,703	62,243	64,318	
8	58,818	60,678	62,203	63,743	65,818	
9	60,417	62,277	63,802	65,342	67,417	
10	62,067	63,927	65,452	66,992	69,067	
11	64,518	66,378	67,903	69,443	71,518	
12	66,967	68,827	70,352	71,892	73,967	
13	69,167	71,027	72,552	74,092	76,167	
14	71,467	73,327	74,852	76,392	78,467	
15	73,867	75,727	77,252	78,792	80,867	
16	76,267	78,127	79,652	81,192	83,267	
17	79,227	81,087	82,612	84,152	86,227	
		Y	EAR 2			
		20	020-21			
		Fairfie	ld Teachers			
Salary Guide						
Step	BA	BA+30	MA	MA+30	Doc	
1	52,219	54,079	55,604	57,144	59,219	
2	52,719	54,579	56,104	57,644	59,719	
3	53,219	55,079	56,604	58,144	60,219	

53,969

4

55,829

57,354

58,894

60,969

5	55,169	57,029	58,554	60,094	62,169
6	56,369	58,229	59,754	61,294	63,369
7	57,569	59,429	60,954	62,494	64,569
8	59,069	60,929	62,454	63,994	66,069
9	60,668	62,528	64,053	65,593	67,668
10	62,318	64,178	65,703	67,243	69,318
11	64,769	66,629	68,154	69,694	71,769
12	67,218	69,078	70,603	72,143	74,218
13	69,418	71,278	72,803	74,343	76,418
14	71,718	73,578	75,103	76,643	78,718
15	74,118	75,978	77,503	79,043	81,118
16	76,518	78,378	79,903	81,443	83,518
17	79,927	81,787	83,312	84,852	86,927

# YEAR 3 2021-22

## **Fairfield Teachers**

Salary Guide					
Step	BA	BA+30	MA	MA+30	Doc
1	52,480	54,340	55,865	57,405	59,480
2	52,980	54,840	56,365	57,905	59,980
3	53,480	55,340	56,865	58,405	60,480
4	54,230	56,090	57,615	59,155	61,230
5	55,430	57,290	58,815	60,355	62,430
6	56,630	58,490	60,015	61,555	63,630
7	57,830	59,690	61,215	62,755	64,830
8	59,330	61,190	62,715	64,255	66,330
9	60,929	62,789	64,314	65,854	67,929
10	62,579	64,439	65,964	67,504	69,579
11	65,030	66,890	68,415	69,955	72,030
12	67,479	69,339	70,864	72,404	74,479
13	69,679	71,539	73,064	74,604	76,679
14	71,979	73,839	75,364	76,904	78,979
15	74,379	76,239	77,764	79,304	81,379

16	76,779	78,639	80,164	81,704	83,779
17	80,627	82,487	84,012	85,552	87,627
		YE	AR 1		
		201	19-20		
		Fairfie	eld Aides		
Salary Guide					
Step	HS	HS + 30	Assoc.	Assoc.+30	BA
1	17,038	17,938	24,698	25,798	28,609
2	17,288	18,188	25,128	26,228	28,909
3	17,538	18,438	25,558	26,658	29,209
4	17,787	18,687	25,987	27,087	29,508
5	18,037	18,937	26,437	27,517	30,008
6	18,287	19,270	26,889	27,977	30,558
7	18,612	19,602	27,220	28,309	31,458
8	18,963	19,942	27,561	28,649	32,359
9	19,338	20,295	27,913	29,002	33,284
10	19,718	20,528	28,256	29,344	34,259
11	20,118	20,811	28,539	29,627	35,234
12	20,543	21,236	28,900	29,988	36,134
13	-	-	29,236	30,324	36,934
		YE	AR 2		
		202	20-21		
		Fairfie	eld Aides		
Salary Guide					
Step	HS	HS + 30	Assoc.	Assoc.+30	BA
1	17,332	18,232	24,992	26,092	28,903
2	17,582	18,482	25,422	26,522	29,203
3	17,832	18,732	25,852	26,952	29,503
4	18,081	18,981	26,281	27,381	29,802
5	18,331	19,231	26,731	27,811	30,302
6	18,581	19,564	27,183	28,271	30,852
7	18,906	19,896	27,514	28,603	31,752
8	19,257	20,236	27,855	28,943	32,653

9	19,632	20,589	28,207	29,296	33,578
10	20,012	20,822	28,550	29,638	34,553
11	20,412	21,105	28,833	29,921	35,528
12	20,837	21,530	29,194	30,282	36,428
13	-	-	29,636	30,724	37,334
		YE	AR 3		
		202	21-22		
		Fairfie	eld Aides		
Salary Guide					
Step	HS	HS + 30	Assoc.	Assoc. +30	BA
1	17,667	18,567	25,327	26,427	29,238
2	17,917	18,817	25,757	26,857	29,538
3	18,167	19,067	26,187	27,287	29,838
4	18,416	19,316	26,616	27,716	30,137
5	18,666	19,566	27,066	28,146	30,637
6	18,916	19,899	27,518	28,606	31,187
7	19,241	20,231	27,849	28,938	32,087
8	19,592	20,571	28,190	29,278	32,988
9	19,967	20,924	28,542	29,631	33,913
10	20,347	21,157	28,885	29,973	34,888
11	20,747	21,440	29,168	30,256	35,863
12	21,172	21,865	29,529	30,617	36,763
13	-	-	30,036	31,124	37,734
		YE	AR 1		
		201	19-20		
		Fairfield	Secretaries		
			1.20		
Salary Guide					
Step	10 Mth		12 Mth		
1	26,187		31,424		
2	26,537		31,844		
3	26,887		32,264		
4	27,237		32,684		

5	27,587	33,104
6	28,087	33,704
7	28,587	34,304
8	29,357	35,228
9	30,132	36,158
10	30,907	37,088
11	31,682	38,018
12	32,457	38,948
13	33,232	39,878
14	34,007	40,808
15	34,406	41,287

## YEAR 2

## 2020-21

## **Fairfield Secretaries**

# Salary Guide

Step	10 Mth	<b>12 Mth</b>
1	26,591	31,909
2	26,941	32,329
3	27,291	32,749
4	27,641	33,169
5	27,991	33,589
6	28,491	34,189
7	28,991	34,789
8	29,761	35,713
9	30,536	36,643
10	31,311	37,573
11	32,086	38,503
12	32,861	39,433
13	33,636	40,363
14	34,411	41,293
15	34,906	41,887

YEAR 3

2021-22

## **Fairfield Secretaries**

## **Salary Guide**

Step	10 Mth	12 Mth
1	27,144	32,573
2	27,494	32,993
3	27,844	33,413
4	28,194	33,833
5	28,544	34,253
6	29,044	34,853
7	29,544	35,453
8	30,314	36,377
9	31,089	37,307
10	31,864	38,237
11	32,639	39,167
12	33,414	40,097
13	34,189	41,027
14	34,964	41,957
15	35,459	42,551

## **SCHEDULE D**

## EXTRA CURRICULAR ACTIVITIES

## 2019 THROUGH 2022

The rate of pay for Board-Approved Clubs and Extra-Curricular Activities shall be \$950.00 per year for the 2019-2022 school years. Any new club, sport or non-instructional activity which shall be approved by the Board at any time during the school year shall be paid at the rate of \$950.00 per year. Each squad may, at the principalor discretion and selection, be accompanied on away games or meets by an additional certified teacher chaperone at the rate of \$35 per event. A written list of Board-approved clubs and activities shall be provided to the Association President at least five (5) days prior to the first day of each school year. The list for the 2019-2022 years includes, but is not limited to, the following:

- 1. Two School Safety Patrol Advisors
- 2. One Softball Coach (Boys)
- 3. One Softball Coach (Girls)
- 4. One Cheerleading Coach
- 5. One Basketball Coach (Boys)
- 6. One Basketball Coach (Girls)
- 7. One Honor Society Advisor
- 8. One Student Council Advisor

- 9. One Yearbook Advisor
- 10. One Soccer Coach
- 11. After-School Chorus Directory
- 12. Double Dutch
- 13. Intra-mural Sports
- 14. Cross Country
- 15. Volleyball
- 16. Book Worms
- 17. Two Performing Arts Advisors
- 18. Computer Club
- 19. First Aid Club
- 20. 20. Caring Kinds Club (Primary)
- 21. Art Club (Middle)
- 22. Two Cooking Club Advisors
- 23. VISA (Library Club)
- 24. Jr. Book Worms
- 25. Eco Kids Club
- 26. Inspirational Dance
- 27. Newspaper Club
- 28. AKC Club
- 29. Jr. Student Council
- 30. T.G.I.T. (Teenager Girls in Transition)
- 31. Science Club
- 32. After School Band Director (NOTE: The after-school band director shall he required to submit a written plan for the after-school band to include performances.)
- 33. Chess Club
- 34. Music Production
- 35. Scholastic Academy