



2022-2027

AGREEMENT

(rev. 9/19/22)

of

**TERMS AND CONDITIONS
OF EMPLOYMENT**

between

**THE GARFIELD PUBLIC SCHOOL DISTRICT
GARFIELD BOARD OF EDUCATION**

and

**THE GARFIELD FEDERATION OF TEACHERS (GFT)
Local 03977, AFT, AFTNJ, AFL-CIO**

TABLE OF CONTENTS (click on Article to scroll down to applicable section)

Preamble	3
Article I-Recognition	3
Article II- Negotiation of Successor Agreement	4
Article III- Grievance Procedure	4
Article IV- Employee Rights	5
Article V- Federation Rights	6
Article VI- Work Year	7
Article VII- Hours and Load	8
Article VIII -Non-Teaching Duties	12
Article IX- Employment	12
Article X-Salaries	13
Article XI- Assignment	16
Article XII- Promotions, Vacancies, New Postings	16
Article XIII- Teacher Evaluation	17
Article XIV- School Facilities	18
Article XV- Federation-Administration Liaison	19
Article XVI- Sick Leave	19
Article XVII- Temporary Leaves of Absence	21
Article XVIII- Maternity, Newborn/Adoption, Military Leaves	22
Article XIX- Class Size	25
Article XX- Employee Protection	25
Article XXI – Insurance Protection	26
Article XXII- Paraprofessionals	27
Article XXIII- Salary Deductions	31
Article XXIV- Miscellaneous Provisions	31
Article XXV- Board Rights	33
Article XXVI- Duration	33
Longevity	35
Lunch Schedule One Session Day-Elementary	36
Salary Guides & Stipend Schedules B-W (click here for attachment)	Attachment
Appendix A - Eyewear Reimbursement Form (click here for attachment)	Attachment
Appendix B - Health Benefits Contribution Charts (attachment - click here)	Attachment

PREAMBLE

THIS AGREEMENT made and entered into this, by and between the Board of Education of Garfield, County of Bergen, Garfield, New Jersey, hereinafter called the “Board”, and the Garfield Federation of Teachers, AFTNJ/AFT/AFL-CIO, hereinafter called the “Federation.”

WITNESSETH:

WHEREAS the parties have negotiated an understanding concerning working conditions of the unit named herein; NOW THEREFORE, in consideration of mutual covenants and practices, the parties agree as follows:

ARTICLE I: RECOGNITION

A. The Board hereby recognizes the Garfield Federation of Teachers as exclusive and sole representative for collective bargaining negotiations concerning the terms and conditions of employment for the following certified and non- certified:

Affirmative Action Officers	Learning Disability Teacher Consultant
All Teachers	Master Teachers
Anti-Bullying Specialist	Media Specialists
Anti-Bullying Representative	Non-Certified Nurse
Athletic Nurse	Non-Certified Computer Technician
Athletic Trainer	Paraprofessional - Tier 1 (Full Time; <u>minimum 32 hrs</u>)
Behaviorist	Paraprofessional - Tier 2 (29.5 hrs.)
Certified School Nurses	Paraprofessional-Tier 3 (Hourly)
Cooperative Industrial Education Teachers	Physical Therapist
Cooperative Office Education Coordinator	Pre-K Social Worker/Parent and Community
Cooperative Marketing Education Coordinator	Involvement Specialist
Credit Recovery Coordinator	Psychologists
Computer Facilitator	Social Workers
Director of Student Activities	Special Education Job Coach Paraprofessional
District Computer Coordinator	Speech and Language Specialists/Speech Correctionist
Educational Technology Specialist (10 months)	Steam Specialist
Educational Technology Specialist (11 months)	Student Youth Development Coordinator
GTV Coordinator	Substance Awareness Coordinator
Guidance Counselors	Technology Coordinator – HS
Health and Social Services Coordinator	Tomorrow’s Teachers Internship Coordinator - HS

B. The term “Employees” when used hereinafter in this agreement shall refer to all employees represented by the Federation.

C. A certified employee is an employee who requires a certificate along with meeting the needs to be Highly Qualified under applicable federal and state laws as a term and condition of his/her employment.

D. A non-certified employee is any employee not requiring a certificate as a term and condition of employment but along with meeting the needs to be Highly Qualified under applicable federal and state laws.

E. Nothing contained herein shall be held to limit the right of the Board to reduce the number of Employees

whenever in the judgment of the Board it is advisable to abolish such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the school district or for other good cause upon compliance with the provisions of Article 18A.

ARTICLE II: NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiation over a successor agreement in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than 120 days prior to the expiration of the current agreement. Any Agreement so negotiated shall apply to all Employees, be reduced to writing, be signed by the Board and the Federation, and be adopted by the Board.

ARTICLE III: GRIEVANCE PROCEDURE

A. A grievance is a dispute which shall arise concerning meaning, effect, or application of any term, condition, rule, regulation, or covenant.

B. Procedure

1. 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. *Level One* An employee with a grievance shall within twenty (20) consecutive school days of the occurrence of the alleged grievance discuss it with the principal or immediate supervisor, through the Federation's designated Representative, with the objective of resolving the matter informally. If the grievance is not initiated within these twenty (20) schools day period, the grievant forfeits the right to proceed with the grievance procedure.
3. *Level Two* If the grievance is not resolved at Level One, or if no decision has been rendered within the five (5) school days after the presentation of the grievance, the Federation may file the grievance in writing with the Superintendent of Schools.
4. *Level Three* If the grievance is not resolved at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the Federation may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance in writing to the Board of Education.
5. *Level Four*
 - a) If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) school days after a regular Board of Education meeting, then the Board and the Federation shall obtain a list of arbitrators from the Public Employment Relations Commission, and if the parties cannot agree upon an arbitrator from said list within ten (10) days, the parties shall be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Federation and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close

of the hearings, or if oral hearings have been waived, and from the date the final statements and proofs

on the issues are submitted to him. The arbitrator's decisions shall be in writing. The decision of the arbitrator shall be submitted to the Board and the Federation and shall be binding on the parties. However, the parties have reserved unto them the right to appeal the decision of an arbitrator in the Superior Court of New Jersey, or such other court having proper jurisdiction.

- b) The cost for service of the arbitrator shall be borne equally by the Board and the Federation. Any other expenses including, but not limited to, the presentation of witnesses shall be paid by the parties incurring the same.
- c) A hearing room shall be designated by the Board of Education within the confines of the Board of Education property.

C. Employee Rights to Representation

- 1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Federation. When an Employee is not represented by the Federation, the Federation shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Board or any member of the Administration against any participant in the grievance procedure by reason of such participation.

ARTICLE IV: EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every Employee of the Board shall have the right freely to organize, join and support the Federation and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other Laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Federation and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever an employee is required to appear before the Superintendent of Schools or his designee, Board, or any committee member, representative, or agent, hereof, concerning any matter which could adversely affect the continuation of employment in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Federation present to advise him and represent him during such meeting or interview. All parties

shall conduct themselves professionally and respectfully during said meetings. Any suspension of an Employee as a result of any formal charges shall be without pay until the time of determination of the charge. In the event the Employee is ultimately exonerated of the charge, the Employee shall be made whole retroactive to the day of suspension.

E. No employee shall be reprimanded within public view or hearing of students, parents, or other employees, unless the safety and welfare of others may be in jeopardy.

F. No employee shall be prevented from wearing pins or other identification of membership in the Federation or its affiliates.

ARTICLE V: FEDERATION RIGHTS

A. The Board agrees to furnish to the Federation in response to reasonable requests from time to time all available information concerning and including but not limited to: a register of all employees proposed budgetary allocations, when available, and minutes of all Board meetings.

B. Whenever any representative of the Federation or any employee is mutually scheduled by the parties to participate during work hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

C. Representatives of the Federation and its affiliates shall be permitted to transact official Federation business on school property at all reasonable times, provided that permission is first obtained from the Superintendent or his designee. Permission shall not be arbitrarily refused.

D. The Federation and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided prior approval shall be first obtained from the Superintendent of Schools or his designee one week in advance, whenever possible. Permission may not be arbitrarily refused.

E. The Federation may have reasonable use of the interschool mail facilities, fax machines, email and school mailboxes.

F. A bulletin board shall be made available to the Federation for the posting of Federation notices which have received prior approval by the Superintendent of Schools. Such bulletin boards shall be located in the faculty room at each school at no expense to the Board. Such approval shall not be arbitrarily refused.

G. The Board agrees to furnish information concerning any changes or innovations in existing programs pertaining to working conditions, fringe benefits, and salary guide prior to negotiations in letter form to the Federation.

H. The Federation shall be provided, without cost to it, adequate office space wherever possible with the approval of the Superintendent. The Superintendent shall consult with the Federation President prior to allocating such space, and a good faith effort will be made first to allocate said space in the building where the Federation President is assigned. Equipment for use by the Federation shall be supplied and maintained by the Federation. The Board shall not be responsible for any loss or damage to equipment or records.

I. The rights granted in this Article shall be exclusively granted to the Federation, and to no other employee representative.

ARTICLE VI: WORK YEAR

A. Work Year

1. Ten (10) Month Employees

The work year of employees employed on a ten (10) month basis (other than new personnel) shall not exceed one hundred eighty-three (183) days, of which 180 are reserved for student contact. This shall not include recesses when closed by the Board of Education. All full-time employees and Paraprofessionals (Tier 1, Tier 2 and Tier 3) currently work 183 workdays. In the event they are required to work one (1) additional day that is scheduled between September 1 and December 31st, notification shall be provided no later than June 1st; if the extra day is scheduled between January 1st through June 30th, notification shall be provided no later than October 1st. Said employees will be fully compensated for that extra day's work.

2. Eleven (11) Month Employees

The work year of employees employed on an eleven (11) month basis shall be consistent with the in-school work year of ten-month employees, and shall also include an additional twenty-five (25) working days which shall be scheduled by the Superintendent as follows:

- a) five (5) working days in June (calendar permitting)
- b) an additional ten (10) days to be coordinated with and agreed to by the building administrator and/or supervisor; and
- c) the last ten (10) working days prior to the date on which certified employees are scheduled to report for the opening of school
- d) If the in-school work year does not allow an eleven-month employee to work five (5) days in June, any number of days less than five days not worked in June shall be added on to the first ten working days in July.

3. No employee shall be required to work on July 4th or Labor Day. If July 4th falls on a Tuesday, eleven-month employees shall be off the preceding Monday (July 3rd), which shall not be counted as one of the twenty-five days. If July 4th falls on a Thursday, eleven-month employees shall be off the following Friday (July 5th), which shall not be counted as one of the twenty-five days. If July 4th falls on a Wednesday, eleven-month employees are to be provided notice by April 1st of any additional days that week which they shall not be required to report to work with the understanding that those designated days off are contingent upon the adoption and approval of the school calendar by Board resolution. There shall be no credit given to eleven-month employees for additional days off during the week if July 4th falls on a Wednesday, as so determined by Board resolution.

4. The in-school work year shall include days when pupils are in attendance, orientation days, and other days on which employee attendance is required. No ten-month employee shall be required to work beyond the regular in-school work year.

5. Guidance personnel shall not come in when students are scheduled for a recess (Christmas, Winter, Easter, Spring) unless students are required to be present in school.

6. New Hires

- a) Newly hired employees shall be required to report to school three (3) days prior to the start of classes in the year in which they are hired for purposes of acclimation and orientation.
- b) Employees hired after the opening of school shall not be required to attend an orientation prior to the start of the next school year.

B. Computer Facilitators, District Technology Coordinator, Associate Educational Media Specialist, Substance Awareness Coordinator, Eleven-Month CST Members, Credit Recovery Coordinator, Eleven-Month Guidance Counselors, Student Youth Development Coordinator, and Scheduling Coordinators shall be employed on an eleven (11) month basis and shall receive all the emoluments and benefits provided to twelve (12) month employees as provided by N.J. statutes.

ARTICLE VII: HOURS AND LOAD

A. Workday

1.a. The in-school workday for all employees including shared employees shall not be more than seven (7) hours and five (5) minutes every Monday through Thursday, and six (6) hours and fifty (50) minutes on Friday or any day immediately preceding a holiday or vacation. The last fifteen minutes of the workday is designated for duties other than regularly scheduled classroom teaching time. The times of the opening and closing of school shall be as follows:

WORKDAY TIMETABLE	High School	Middle School	ECLC/Pre-K	Elementary*
Staff Sign-In (M-R)	8:00	8:10 (M-R) 8:25 (F)	7:55	8:25
Staff Sign-Out (M-R)	3:05	3:15	2:45	3:15
Staff Sign-Out (F)	2:50	3:15	2:30	3:00 ****
Tier 1 (FT) Para Sign-In (M-F)	8:09	8:30**	7:55	8:25
Tier 1 (FT) Para Sign-Out (M-F)	2:44	3:05**	2:45 (M-R) 2:30 (F)	3:05 (M-R) 3:00 (F) ****
Tier 2 (29.5) Para Sign-In (M-F)**	8:20	8:42	8:01	8:25
Tier 2 (29.5) Para Sign-Out (M-F)**	2:44	3:06	2:35 (M-R) 2:30 (F)	3:00 (M-R) 3:00 (F) ****
Lunch	:30	:28***	:40	:42
Student Arrival	8:30	8:45	8:05	8:35
Student Dismissal	2:44	3:05	2:25	2:45

*Pre-K Staff located in Elementary School Facilities will follow the Elementary School Schedule.

**The Board reserves the right to adjust Tier 2 Paraprofessional sign in and sign out times as required to meet the needs of student supervision, not to exceed 5.9 hours per day and 29.5 hours per week.

***On Fridays, Tier 1 and Tier 2 Paraprofessionals at Garfield Middle School will receive a 15-minute break in addition to a lunch period. Tier 1 Paraprofessionals at Elementary schools will receive a 15-minute break in addition to a lunch period.

**** On Fridays, Elementary school staff and paraprofessionals, if assigned lunch duty, can sign out 15 minutes early.

Note: Workday Timetable- Changes to the above scheduled sign in and sign out times can be made if agreed upon between the District and the GFT; any changes will remain consistent with total workday hours as defined in Article VII.A.1.a Workday.

1.b. The Garfield District will implement *Breakfast After the Bell* in grades PreK through 5 in all district schools, effective September 2019. Certified teaching staff shall not be responsible for the following jobs associated with the 'Breakfast after the Bell Program': delivery of breakfast items to classrooms, garbage pickup and removal from classrooms. In recognition of increased need for cleanliness related to food items being served in classrooms, the district agrees to provide disinfectant and cleaning products necessary for proper cleaning of students' desks before and after breakfast is served. Additionally, hand sanitizer shall be provided for classrooms in which food is served or handled.

2. Sign In

All employees shall indicate their presence for duty by utilizing the electronic employee management system. All employees are required to follow the district protocols when signing in and signing out using the designated electronic system. Tardiness docking (in accordance with Article X, Section D), will not apply unless the employee has received a conference with the Administrator for the initial occurrences followed by a written reprimand if continued tardiness occurs.

3. Flex Schedule

The parties agree that a flex schedule may become necessary for the Middle School and High School. Said schedules shall be developed by a joint committee of the Federation and Administration. Any flex schedule shall not require employees to work beyond the contractual number of minutes as set forth in this Agreement. Participation in the flex schedule shall be on a voluntary basis, based upon seniority, however, the Board reserves the right to place employees on the flex schedule if there are not enough volunteers to fill the flex schedule based upon seniority. The flex schedule shall require prior approval of the GFT before implementation.

B. Lunch Periods: Certified Employees

1. On Student Full-Session Days, duty-free lunch periods for certified employees including shared service employees shall be as follows:

- a. Elementary School: Based on class period or same as students, as set forth in Article VII.A.1. (Workday Timetable), but not less than 42 minutes.
- b. High School and Middle School: Conform with law, Teacher-student alike, but not less than the number of minutes defined in Article VII.A.1.(Workday Timetable),
- c. Pre-K: Forty (40) minutes as set forth in Article VII.A.1. (Workday Timetable)

2. On Student One-Session Days, duty-free lunch periods for certified employees including shared service employees shall be as follows:

- a. Elementary School: On one-session days, there shall be three (3) student lunch periods scheduled, and teacher lunch shall be no less than thirty-five (35) minutes. ([see attached](#))
- b. High School and Middle School: Conform with law, teacher-student alike.
- c. Pre-K: Lunch shall begin at student dismissal time.

3. All employees may leave their schools during the duty-free lunch period. The employees shall sign out and sign in upon return if they leave the school building.

4. All employees in the elementary schools shall supervise playground/lunch time activities on a rotating basis during the first or last fifteen (15) minutes of the lunch period no more than one day per week. Employees may fulfill this requirement by supervising morning time activities from 8:25 A.M. to 8:40 A.M. no more than one day per week, provided there is need for morning supervision in the building to which they are assigned.

Employees will perform morning duty only if there is mutual consent between the employee and his/her immediate supervisor. No employee will be assigned morning duty. Any employee who agrees to supervise morning activities will not be required to perform lunch time supervision.

5. As compensation for supervising playground activities, the workday of those elementary certified employees and paraprofessionals who perform supervision will end on Fridays or days before a holiday or vacation after student dismissal.

C. Tutoring

All certified employees agree to furnish tutoring services that are requested by students or parents at times that are mutually agreed upon by all parties. Tutoring services that are requested by administrators shall be scheduled during the regular workday.

D. Meetings, Committees, Conferences

1. All full-time employees, Tier 1 and Tier 2 Paraprofessionals may be required to remain after the end of their regular workday, without additional compensation for the purpose of attending faculty or other professional meetings no more than twice each month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no longer than for forty-five (45) minutes thereafter. Meetings shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which employee attendance is not required at school, except in an emergency.
 - a. For purposes of this section, professional meetings shall be defined as faculty meetings, grade level meetings, department meetings, professional development seminars and PLC meetings.
 - b. A schedule of the dates of said after workday professional meetings for the current school year, will be distributed to all employees in September. Said schedule for after workday meetings will be adhered to unless an emergency arises between established meeting dates.
 - c. Federation representatives may speak to the employees during any such meeting after the regular business of the meeting has ended.
2. Notice of professional meetings to be held during work hours and confirmation notices for meetings to be held after workhours, shall be e-mailed via gboe.org to all Full-time employees, and Tier 2 Paraprofessionals at least three (3) workdays prior to each meeting date, except in an emergency.
3. Certified employees serving on the School Improvement Panel (SCiP), the I&RS Committee, Crisis Teams, PERT Committees, and other such committees shall be paid in accordance with Schedule O for hours accrued beyond the regular workday, but not to exceed twenty (20) hours per year, and only upon prior approval of the Superintendent.
4. Certified employees will attend Parent-Teacher Conferences after school hours upon the request of either the certified employee or the parent at times that are agreed between the parent and the employee. The administration shall receive prior notice of the time and date of such meetings.
5. Annual parent conferences shall be scheduled on one-session days as deemed necessary by the Superintendent. Non-consecutive evening sessions, not to exceed two (2) per year, shall not exceed two (2) hours in length.
6. All elementary certified employees shall be required to attend an evening event such as a dance, activity, or other extracurricular event and Back to School Night. Another evening program or meeting may be substituted in place of the Home and School and/or PTA Meeting, with the prior approval of the Superintendent.

7. All Middle and High School certified employees shall be required to attend Back to School Night and graduation exercises at the school to which they are assigned.
8. All Tier 1 and Tier 2 Paraprofessionals shall be required to attend Back to School Night in the schools where they are assigned.

9. Professional Development and Compliance Days

The Administration agrees to add two (2) additional One Session Days to the District Calendar. One (1) of these additional dates shall be scheduled for a date prior to completion of fall state and district mandated materials (including but not limited to AchieveNJ requirements, SGO's). These additional One Session Days shall be scheduled at the discretion of the Superintendent of Schools and the GFT; and, shall be agreed upon prior to the publishing of the School Calendar for each year; and said days shall be noted as "GFT Professional Development and Compliance Days" on the published calendar. These days will be utilized exclusively by the GFT for professional development or completion of district and state mandated materials.

E. Preparation Time, Teaching Load, Supervision Period

1. Preparation Time

Certified instructional employees shall have, in addition to their daily lunch period, daily preparation time, equivalent in time to one (1) instructional period. A certified instructional employee shall be defined as an employee whose primary responsibility is the planning and delivery of instruction to students.

- a. If a certified instructional employee is denied a daily preparation period, remuneration shall be set at the prevailing Schedule O rate, prorated as follows: $(\text{Class time minutes} / 60) \times \text{current Schedule O rate}$.
- b. Certified instructional employees shall not be reimbursed for lost or missed preparation periods resulting from assemblies (up to two per year), parades, State and Standardized Testing, or emergency circumstances that may jeopardize the health, welfare, and/or safety of the students, and staff as required by the Administration. In no event shall lack of substitute teachers constitute an emergency for purposes of this provision.
- c. Certified instructional employees responsible for IEP-driven instruction shall not be used as substitutes except in cases of extreme emergency.

2. Teaching Load

- a) Middle School: The daily teaching load in the Middle School shall be five (5) teaching periods, for each certified instructional employee within the scope of that employee's certificate as well as an added supervision period.
- b) High School: High School certified instructional employees will follow a Block Schedule. The teaching load will consist of teaching three (3) instructional blocks, with a prep period equivalent to one (1) instructional period on one day; and teaching two (2) blocks, with a supervision duty equivalent to one and one half (1.5) an instructional period the next day, the remaining half (0.5) period will be a prep period.
- c) In addition, the effectiveness of the Block Schedule must be evaluated on a yearly basis utilizing staff feedback, administrative feedback, student feedback and state testing results.
- d) Any certified instructional employee volunteering to surrender their prep period to add an additional instructional period to their teaching load will receive a non-pensionable \$9000 stipend for that school year. If the period is taught for less than the full year, the stipend will be prorated. The Board reserves the right to prorate said stipend for any leave exceeding five (5) consecutive instructional days.

3. Supervision Period

The supervision period may include but shall not be limited to the following: study hall supervision, corridor control, and cafeteria duty, and any other assignment of a supervisory responsibility assigned by the principal.

4. Workspace Maintenance

Certified instructional employees in laboratory and domestic sciences, physical education, art, and industrial arts shall care for their own equipment and maintenance; and prepare and set up the necessary material for classroom use on their own time.

ARTICLE VIII: NON-TEACHING DUTIES

- A. The Board and Federation acknowledge that the primary responsibility of certified instructional employees is to teach and that their energies should, to the greatest extent possible, be utilized to this end.
- B. The Board shall maintain appropriate insurance to cover all damages, losses, and expenses incurred by employees of the Board against whom any action shall be brought for any act or omission arising out of the authorized use of his automobile in the performance of school duties.

ARTICLE IX: EMPLOYMENT

- A. Initial placement on the negotiated salary guide shall be negotiated among the prospective employee, Superintendent, and Board. Once employed, an employee cannot claim credit for other previous experience or training not agreed to initially. A copy of the hiring resolution with salary shall be given to the new employee and a copy to the local Federation President.
- B. Previously accumulated unused sick leave days will be restored to all previously tenured returning employees who return within two (2) years.
- C. Certified tenured and non-tenured employees shall be notified in writing of their employment by means of a contract and salary status for the ensuing year no later than May 15th unless a different date is mutually agreed upon by the Board and Federation. The tentative school/ building, grade level and subject assignment shall also be given at this time, in accordance with Article XI. If a change in this assignment becomes necessary, the Board shall notify the employee as soon as possible.
- D. The Board shall notify head coaches of their appointment at least forty-five (45) days prior to the beginning date of their respective sport.
- E. The Board shall notify all assistant coaches of their appointment at least thirty (30) days prior to the beginning date of their respective sport.
- F. Coaches, so notified of an employment opportunity, shall inform the Board in writing within ten (10) days if their intention is to decline the appointment.

ARTICLE X: SALARIES

A. Salary Guides

The salaries of all employees covered by the Agreement are set forth in schedules attached hereto and

When payday falls on or during a school holiday, bank holiday, vacation or weekend, employees shall made a part hereof.

B. Payday, Pay Schedule receive their paychecks on the last working day preceding the holiday, vacation, or weekend.

1. Paycheck Schedule

- a. All employees shall be paid via direct deposit to the bank of their choice, effective September 2019.
- b. All employees shall be paid in equal, semi-monthly installments, on a ten month or twelve-month basis, at the employee's option. However, said schedule cannot be changed in the course of any given year.
- c. Any changes to said schedule will become effective as of commencement of the following school year, provided the employee has notified the Board in writing by August 15th.
- d. New employees must notify the Board in writing by the end of the first week of school to be placed on the twelve-month payment basis.
- e. All employees who opt to be paid over twelve months, will be paid via direct deposit for pay periods July 15, July 30, August 15, August 30, in a single electronic direct deposit on the last day of the school year. Summer pay will have only applicable taxes as deductions and will not include tax shelter deductions, insurance premium contributions nor credit union deductions.
- f. All Extra-Curricular stipends shall be paid in full by May 30th. Each stipend shall be paid via direct deposit to the employee. A direct deposit statement of payment shall contain a description of the stipend and be available on the district HR portal. Advisors of the extracurricular activities (Schedule B) shall submit a voucher to the building principal by April 15th.
- g. Payment for "Fall" coaches shall be made two (2) times per season, September 30th and November 30th. Payment for "Winter" coaches shall be made two (2) times per season, January 15th and March 15th. Payment for "Spring" coaches shall be made two (2) times per season, April 15th and June 15th. Each stipend shall be paid via direct deposit to the employee.

C. Optional Deductions

Employees will be afforded the opportunity to enroll in and/or change the amount of deduction in the North Jersey Federal Credit Union during the first two (2) weeks of September and the first two (2) weeks of February only.

D. Tardiness

Tardiness docking will be applied to the nearest quarter hour in accordance with the following: if an employee is late from one (1) to fifteen (15) minutes beyond the employee arrival time, as set forth in Article VII A.1 (Workday Timetable), the employee shall be docked one fourth (1/4) of one hours pay. Docking will be applied to inexcusable tardiness at the discretion of the principal, in accordance with Article VII, Section A.2, and subject to the approval of the Superintendent of Schools for each violation of tardiness.

E. Guide Placement

Certified employees who obtain additional credits related to salary shall notify the Superintendent of Schools in writing by January 15th for placement on the appropriate guide for the following September and by September 15th for placement on the appropriate guide on February 1st. Such changes on the guide shall be made with the required notice and only twice per year as specified above.

1. The following proofs shall be required before any adjustments are made to placement on the appropriate guide, without exception:
 - a. In order to be placed on the MA salary guide, a current employee must submit credentials from a CHEA (Council for Higher Education) recognized organization to the Superintendent certifying the attainment of a Master's degree from an accredited school, in an educational field related to the content area of the teacher's certification(s) or to address a need of the district, as identified by the Superintendent, with all credits applied to the Master's earned after the date that the Bachelor's degree was conferred, in an area of coursework approved by the Superintendent.
 - b. In order to be placed on the MA+MA salary guide, a current employee must submit credentials from a CHEA (Council for Higher Education) recognized organization to the Superintendent certifying the attainment of a Doctoral degree or a second Master's degree from an accredited school, in an educational field related to the content area of the teacher's certification(s) or to address a need of the district, as identified by the Superintendent, and conferred after the attainment of the first Master's Degree, in an area of coursework approved by the Superintendent.
 - c. A Doctoral degree, in an educational field from a CHEA (Council for Higher Education) recognized organization, after the date that the Master's degree was conferred, shall be treated as equivalent to a second Master's degree and, therefore, shall satisfy the requirements for movement to the MA+MA guide.
 - d. Effective the 2019-2020 School Year, the Board and Federation will recognize graduate and postgraduate degrees earned through an online program. These degrees shall satisfy the requirements of guide placement, as per Article X Subsection E.1. Any Master's or Doctoral degrees earned through an online program must be in an education field related to the content area of the teacher's certification(s), or to address a need of the district, as identified by the Superintendent, and from a college or university accredited by a CHEA (Council for Higher Education) recognized organization.
 - e. Educational Leadership and Administration shall be recognized as an educational field related to the content area of the teacher's certification(s).
 - f. After September 1, 2018, all members must acquire a second Master's degree prior to movement to the MA+MA guide. Exceptions to this provision may include the acquisition of an additional certificate from a CHEA (Council for Higher Education) recognized organization, in an educational related field and earned after attaining a Master's degree. Such exceptions will only be made with the prior approval of the Superintendent based on the current and future educational needs of the district. Individuals acquiring certificates that will count towards movement to the MA+MA guide, must accumulate a minimum of thirty (30) graduate credits prior to movement to the MA+MA guide.

2. Prior Approval for Academic Credit

- a. The “Prior Approval Application for Academic Credit” form must be completed and submitted to the Superintendent prior to attending the course.
- b. All applications for fall coursework must be submitted by September 15th; all applications for Spring coursework must be submitted by January 15th, and all applications for summer coursework must be submitted by May 15th. The Superintendent will be solely responsible for decisions of approval.
- c. Upon completion of the course, the employee must submit: the college grade for the course; proof of payment, including a copy of a canceled check (front and back) or copy of a credit card statement and a completed purchase order. Only grades of C or higher will be eligible for reimbursement as set forth in this agreement.
- d. The Board shall make all reimbursements for college tuition, in accordance with the schedules set forth in this agreement, within one (1) week after approval at the next regularly scheduled Board meeting, providing all required documentation was previously submitted.

3. Tuition Reimbursement

- a. As of July 1st 2020, only certified tenured members of the bargaining unit shall be entitled to course reimbursement for graduate work, as approved by the Superintendent. The Board shall establish a tuition reimbursement fund, which shall be no less than 0.1 percent of the total district budget, less the Pre-K budget. All Tuition Reimbursement will adhere to the provisions of N.J. State Statute 18A:6-8.5.
- b. BOE shall provide documentation of all Tuition Reimbursement Fund activities to the GFT Education Committee or its designee on a quarterly basis.
- c. All certified members undertaking approved coursework shall be reimbursed, at maximum, up to the cost of three (3) credits once a school year at the current yearly rate charged by New Jersey City University.
- d. Non-certified employees are subject to a \$1000.00 reimbursement maximum for approved coursework.
- e. Effective in the 2019-2020 school year, online coursework may be approved for reimbursement according to the following guidelines:
 - i. the course must be offered by an accredited college or university, accredited by a CHEA recognized organization,
 - ii. the course must be in an education related field
 - iii. Educational Leadership and Administration shall be recognized as an education related field.
- f. Prior to approving any coursework, the Superintendent shall ensure that the tuition reimbursement funds allocated for that school year have not been exhausted. Members shall be notified at the time of course approval if the funds have been exhausted. The GFT shall be provided with copies of all approved courses and notified when the funds allocated for that school year have been exhausted.
- g. All remaining unused funds in the tuition reimbursement fund shall be returned to the district by June 30th of each year.

ARTICLE XI: ASSIGNMENT

A. Assignment Notice

1. All certified employees shall be given tentative notice of their class and/or subject assignments and building assignments for the coming year not later than May 15th. Room assignments shall be released not later than the first five days in August.
2. The Superintendent shall assign all newly appointed certified personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to newly hired certified employees as soon as possible.
3. In the event that changes in such schedules, class, and/or subject assignments, building assignments, or room assignments are made after May 15th, the employee affected shall be notified promptly in writing within five (5) days after the Board meeting in which the transfer/ change was approved. In the event that this change occurs after the first five (5) weekdays in August, the changes shall be promptly reviewed between the Superintendent and the employee and their representative from the GFT upon the employee's request. Transfers made after the first five (5) weekdays in August shall be limited to emergency circumstances only.
4. All non-certified personnel shall receive tentative written notification of their assignment by May 15.

B. Schedules of employees who are assigned to more than one school shall be arranged so that no such employee shall be required to engage in an unreasonable amount of inter school travel. Remuneration for travel shall be set in accordance with the prevailing IRS rate upon timely submission of appropriate documentation, not to exceed one school year.

ARTICLE XII: PROMOTIONS, VACANCIES, NEW POSITIONS

A. Promotions

1. Promotions shall be made from within the staff, whenever possible.
2. Employees in the school system, including coaching positions and extra-curricular positions, shall be given prime consideration when vacancies, promotions, or new positions occur as long as the individual meets the qualifications of the position. Same shall apply to Summer School employment. Vacancies shall be posted on the district's website and emailed to current employees via district email (gboe.org)
3. With respect to summer school employment, district employees are given the right of first refusal for such employment then the board may seek employees from outside the district.

B. Notices, Postings, Interviews

1. When school is in session, such notices shall be posted on the district's website and emailed to current employees via district email (gboe.org) at least ten (10) school days before the final date when applications must be submitted. Employees who desire to apply for such positions shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.
2. In the event a vacancy, a new position, or a new program occurs during the summer recess, a paid advertisement

shall be taken in the Herald News and the Bergen Record as well as other local newspapers if chosen by the Board. A copy of such advertisement shall be sent to the Federation on or before the day the advertisement appears in the paper. Notice of such vacancies will also be posted on the Garfield Board of Education website. All such postings shall be for, at least, a ten-day period. Employees shall have until the posted deadline to indicate interest. In the event more than one indicates interest, the final choice shall be made by the Board of Education.

3. The qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.
4. All applicants from within the staff shall be granted an interview and shall be given written notice of the final decision.

ARTICLE XIII: TEACHER EVALUATION

A. Evaluations

Employees shall be evaluated only by persons certified by the New Jersey Board of Examiners to supervise instruction. All employees will be evaluated based on the Marshall Teacher Evaluation Model Rubrics. The evaluations will consist of the number of district approved observations.

1. Employees shall be observed a minimum of district approved times per school year with at least half of the observations occurring prior to February first and the second half of the observation occurring prior to June first.
2. Employees shall be evaluated by no more than two supervisors over the course of the year. In the event the two supervisors' evaluations demonstrate a discrepancy of observed teaching practice in the first half of observations, the district will appoint a third supervisor to complete the employees' evaluations for that year. The GFT reserves the right to request different supervisors when this situation occurs and will be notified when any employee is observed by a third supervisor.
3. All formal observations of the work performance of the employee shall be conducted openly and with the full knowledge of the employee and shall be reduced to writing. All employees will meet with the evaluating supervisor to review the observation feedback verbally. At this time the employee will have the opportunity to add information to the evaluation they feel is relevant and valid.

B. Evaluation Reports

1. An employee shall be given a copy of any class-visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form. All final evaluations will contain or have attached to them information if such is provided by the employee.
2. The evaluation shall be signed by the employee to signify that they have been given the opportunity to read the observation report or evaluation. Such signature shall not be construed to indicate agreement with or acceptance of the evaluation.
3. An employee has the right to make a formal written statement or response to any evaluation and to have it permanently attached to said evaluation and made a part of the file.

4. In the event the Administration determines that an employee requires a Corrective Action Plan (CAP) because of negative evaluations, the building principal will attend the Summative Evaluation Meeting. The GFT will be notified of the meeting prior to it occurring and will receive a copy of the Corrective Action Plan at the completion of the meeting.
- C. The Board shall protect the confidentiality of personal references, academic credentials, evaluations, and other similar documents.
- D. All employees shall have the right, upon request to the Superintendent, to review the contents of their personnel file at reasonable times during the normal working hours of the Superintendent's Office, in the presence of the Superintendent or a designee thereof, and may be accompanied by a Federation representative.
1. The employee has the right to make a handwritten copy and/or electronic scan and/or photo via the employee's own personal electronic device of any item in their personnel file. Employees will also be provided with a photocopy, free of charge, of said new material upon request of the employee. Employees may request photocopies of any and all materials located in their personnel files. These copies will be provided in accordance with the following fee schedule: the first five pages are free; any pages thereafter will be provided at a cost of twenty-five cents (.25) per page. The employee also has the right to submit a written response to any item in the file, and such response shall become part of the personnel file.
 2. Employees may obtain copies of any and all materials in their personnel file if said copies are required in connection with a pending grievance or arbitration in accordance with the fee schedule set forth above.
- E. The Board must notify its employees in writing, within thirty (30) days, in the event that new materials are placed in an individual's file. At that time, the individual will be asked to appear personally to review said new material and initial same. Such initials shall not be construed to indicate agreement with or acceptance of said new materials.
- F. Evaluation Procedures-Non-Certified Staff
1. All non-certified staff shall be evaluated once annually, using the district evaluation forms that have been designated for such procedure.
 2. Evaluations will be conducted by the building principal or other supervisory staff member who has been authorized by the Superintendent.
 3. Evaluations shall be completed prior to April 30th. The distribution, signature requirement, and conference, pertinent to these evaluations shall be conducted in accordance with the procedures for certified teaching staff members as set forth above.

ARTICLE XIV: SCHOOL FACILITIES

- A. Faculty Lounges
1. The Board agrees to provide in each school building a clean and comfortable employees' lounge.
 2. The Board shall make every effort to provide a phone in each faculty lounge. This phone shall be used by faculty to make local phone calls and calls within the school and the district. Faculty shall be provided with a current list of all district extensions and voice mail numbers of district personnel.
- B. The Board shall provide gym uniforms for physical education teachers, (excluding footwear), smocks for art teachers, and laboratory coats for laboratory science teachers, school nurses and school health aides, shop coats for vocational and industrial art teachers. The employees shall be responsible for the proper laundering of all of said items,

and the costs for such laundering shall be borne by each individual employee.

C. Upon request of the Federation and subject to the approval of the Board of Education whose approval will not be arbitrarily refused, vending machines shall be installed in the employee's lounges and lunchroom area. The profits from all such machines shall be returned to the Federation if owned by it.

D. Clean, Healthy Workspaces

1. Clean, sanitary and accessible restrooms shall be maintained in each building for the exclusive use of the employees.
2. Ventilation and heating systems shall be cleaned and maintained annually. The Board shall provide to the Federation the cleaning schedule for said ventilation and heating systems, on an annual basis; and, further, the Board shall provide to the Federation copies of all maintenance and repair reports, and Management Plans, as required by applicable federal and state laws, upon request.

ARTICLE XV: FEDERATION-ADMINISTRATION LIAISON

A. The Federation shall select a Liaison Committee for each school building, which shall meet with the principal as required for the duration of the school year, to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Said committee shall consist of GFT members, of not more than one (1) member for every nine (9) certified employees in the school building but shall in no event have less than two (2) members.

B. The Federation's representatives shall meet with the Superintendent as required during the school year to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE XVI: SICK LEAVE

A. All school employees who are engaged on a full-time basis shall be allowed ten (10) days per year for illness without loss of pay. Unused days shall be accumulated and credited toward the next school year.

B. All Schedule D employees and certified employees employed on an eleven-month basis, shall be allowed twelve (12) days per year for illness without loss of pay. Unused days shall be accumulated and credited towards the next school year.

C. All non-certified employees employed on an eleven-month basis shall be allowed eleven (11) days per year for illness without loss of pay. Days not used shall be accumulated and credited toward the next school year.

D. All newly hired employees, hired after the commencement of the school year, will be entitled to prorated sick days for the first year only, in accordance with Schedule W of this contract.

E. Tier 2 and Tier 3 Paraprofessionals shall be allowed ten (10) days per year for illness without loss of pay. Unused sick days for Tier 2 Paraprofessional days shall be accumulated and credited toward the next school year. Unused sick days for Tier 3 Paraprofessional days shall not accumulate nor be credited toward the next school year.

F. Employees shall not be permitted to accumulate more than fifteen (15) days of personal, sick, or family illness sick leave days, in any one year, in accordance with N.J.S.A. 18A:30-7.

- G. Employees can access an accounting of their accumulated sick leave days via the district online HR portal.
- H. Employees who leave school during the school workday due to illness or personal emergency shall have deducted from their sick leave days the proportionate amount of time that the individual would not be in attendance for the day.
- I. If a sick leave day or family illness sick leave day is taken immediately before or after a school vacation or holiday, the employee must present a doctor's note to the principal in the building to which the employee is assigned, within two (2) days after return to employment. The principal shall then forward a copy of said note to the Superintendent's office. If an employee returns to work without a doctor's note, disciplinary action will be considered, including loss of pay for the day. The Superintendent or a designee thereof will notify the employee and the Federation prior to any disciplinary action being taken. No disciplinary action will be taken unless this policy is uniformly applied to all employees.
- J. Family Illness Sick Leave
1. All full-time employees, Tier 2 and Tier 3 Paraprofessionals shall receive two (2) days per year for paid leave for illness of immediate family members which shall include mother, father, spouse, adult residing in the same household with the employee, domestic partner, siblings of the employee, children and grandchildren.
 2. Full time-employees and Tier 2 Paraprofessionals shall have unused family illness sick leave days added to their accumulated sick leave day total at the end of the school year (June 30).
 3. Unused Family Illness Days for Tier 3 Paraprofessional shall not accumulate nor be credited toward the next school year.
 4. When possible, a request for a family illness sick leave day shall be filed with the Superintendent through the building principal or immediate supervisor, at least two (2) days in advance of the contemplated absence, except in case of an emergency.
 5. If a family illness sick leave day is used the day before or after a school holiday or vacation, a doctor's note will always be required and must be submitted as provided in Section I of this Article. Said request for a doctor's note for the family member is not grievable if the provisions of this policy are uniformly applied to all employees. If an employee returns to work without a doctor's note, disciplinary action will be considered, including loss of pay for the day.
- K. A terminal leave pay plan shall be instituted. Members of the Bargaining Unit entitled to a retirement pension shall receive as part of their last year's salary an additional amount equivalent to 50% of their daily salary in their last year of employment for each accumulated unused sick leave day since July 1, 1972.
1. The retiree must submit notification to the Board prior to November 30th of the current school year their intent to retire after January 1st in order to receive their Terminal Leave Compensation on or before September 15th of the calendar year in which the retirement is effective.
 2. In the event notification of intent to retire is submitted after November 30th of the school year, the Terminal Leave Compensation shall be paid in a lump sum amount on or before September 15th of the following calendar year at the same rate as heretofore set forth, and these payments shall not be included as salary.
 3. The maximum accumulated sick days will be 183 for calculation of terminal leave pay for ten-month employees and 208 days for those employees categorized as Extended Year Employees in this contract.

ARTICLE XVII: TEMPORARY LEAVES OF ABSENCE

A. Bereavement

Five (5) workdays shall be allowed for full-time employees, Tier 2 and Tier 3 Paraprofessionals in the event of the death of a family member without loss of pay. As used herein, family member means mother, father, wife, husband, brother, sister, children, grandchildren, mother-in-law, father-in-law, step-parents, step-brother, step-sister, step-children, and domestic partner. A domestic partner shall be defined as either one of an unmarried heterosexual or homosexual cohabiting couple. Parents of a domestic partner will be considered in-laws for purposes of bereavement.

1. Five (5) workdays, which excludes Saturdays and Sundays, shall be calculated beginning with the day immediately following the date of death. Days when school is not in session, due to recess, holidays, and other breaks, shall count toward this allotment in accordance with the above.
2. Two (2) bereavement days shall be allowed in the event of a death of an employee's grandparent.
3. One (1) bereavement day shall be allowed for sister-in-law, brother-in-law, spouse's grandparent, or relative living in the same household.
4. Any extension of bereavement leave for extenuating circumstances are at the sole discretion of the Superintendent.

B. Contagious Disease

Leave taken by virtue of exclusion from school on account of contagious diseases or being quarantined for such a disease in his immediate household, shall be granted without loss of pay, by the Superintendent, upon verification of the school physician.

C. Matrimonial Leave

Leave for the purpose of marrying may be granted without pay provided that the application of such leave be made to the Board of Education through the Superintendent not less than one (1) month prior to the intended date of the beginning of such leave. An employee may opt to use personal days, a maximum of four (4), for purposes of matrimonial leave.

D. Personal Leave Days

1. Full-time employees, Tier 2 and Tier 3 Paraprofessionals shall receive four (4) personal leave days each year.
2. All certified eleven-month employees shall receive six (6) personal leave days each year.
3. All newly hired employees, hired after the commencement of the school year, will receive prorated personal leave days for the first year only, in accordance with Schedule W of this contract.

E. Personal Leave Days- Accumulation

1. Unused personal leave days for full-time employees and Tier 2 Paraprofessionals shall be added to the total of accumulated sick leave days.
2. Unused personal leave days for Tier 3 Paraprofessionals shall not accumulate nor be credited toward the next school year.

F. Personal Leave Days-Use

1. Personal leave days will be used for bona fide legal business, and household or family matters which necessitate the employee's absence on a school day and not for vacation. Personal leave day requests made for reasons of

vacation shall not be considered or approved.

2. Any personal leave day requested on or before a school vacation or holiday shall be made in writing directly to the Superintendent at least seven (7) days in advance. The Superintendent's approval or denial of said request shall be forwarded to the employee and the Federation President. The Superintendent's decision to approve or deny a personal leave day before or after a school vacation or holiday shall not be grievable as long as the provisions of this policy are uniformly applied to all employees.
3. Requests to take unpaid time off for vacation when school is in session will not be approved since such activities represent a disruption to the learning process. Failure to comply will result in disciplinary consequences.
4. The use of personal days shall only be limited as expressly set herein.

G. Federation Days

The Federation shall be granted ten (10) days each year for the sole purpose of attending union meetings or participating in union related activities. The Federation shall have discretion as to which members may attend said union meetings or union related activities. The Federation may designate a single member to utilize all days or apportion those days between multiple members. Those members who avail themselves of said days must provide proof to the Superintendent that they attended said meetings or activities.

H. Professional Days

1. All employees shall be granted a minimum of one (1) professional day to attend seminars, conferences, workshops, etc., related to the employee's job description and job performance. Such requests shall be made in writing and must be approved by the Superintendent.
2. Reports of such conferences, workshops, etc. must be completed and submitted to the building principal and Superintendent within thirty (30) days after the professional day was taken. Additional requests for professional days will be considered subject to administrative approval and funding availability.

I. Any employee who is absent from employment in the district due to sickness shall not participate in any district related and/or sponsored activities on the day(s) of absence. The Superintendent or a designee thereof will notify the employee and the Federation representative prior to any disciplinary action being taken. No disciplinary action will be taken unless this policy is uniformly applied to all employees within the Federation.

ARTICLE XVIII: MATERNITY, NEWBORN/ADOPTION AND MILITARY LEAVE

Maternity Leave

- A. An employee shall notify the Superintendent of her pregnancy in writing at a minimum of ninety (90) days prior to the expected date of delivery.
- B. Whenever possible, the exact date of the commencement and termination of the leave shall be agreed upon in writing between the Superintendent and the employee at a minimum of sixty (60) days prior to the commencement of the leave.
- C. All maternity leaves shall be granted for a period not to exceed one (1) year from the commencement of the

leave. Following the grant of such leave to any employee, the date of return of that employee may be extended, at the Superintendent's discretion, for a reasonable period of time, at the employee's request for reasons only associated with pregnancy or birth, accompanied by her physician's certification as required by N.J.S.A. 18A:30-4. Such extension shall not be unreasonably withheld by the Superintendent.

D. Employees who are pregnant are entitled to utilize their accumulated sick days for any period of disability or illness related to their pregnancy as certified by their physician. The law currently recognizes a presumptive period of disability of thirty (30) calendar days before and thirty (30) calendar days after the anticipated delivery date. If the employee's physician certifies that the employee's medical condition or capacity is such that the employee's health would be impaired if she were to return to work, the employee shall be permitted to use additional sick days for such an additional period of time as shall be deemed necessary by the employee's physician.

E. Employees seeking to extend their leave of absence past the presumed period of disability set forth by this Contract must utilize the benefits set forth under the Federal Family and Medical Leave Act and applicable State Family Leave Acts. The unpaid Federal Family and Medical Leave will commence on the first day of utilized sick leave or the first day of presumed disability and run concurrent throughout the total presumed period of disability. The State Family Leave benefits will commence on the day the presumed period of disability ends and run to a maximum of twelve (12) weeks. The employer is required to maintain coverage under any group health insurance that the employee would have received had the employee not been on leave.

F. The Board shall notify the employee in writing, thirty (30) days prior to the expiration of the paid period of health benefits.

G. Leave Extensions

1. If an employee wishes to return to work prior to the completion of the approved leave of absence, the employee shall have the right to make a request to the Superintendent in writing and shall do so, whenever possible, no later than thirty (30) days prior to the expiration of the Board approved leave.
2. If an employee wishes to extend the approved leave of absence, the employee shall have the right to make a request to the Superintendent in writing and shall do so, whenever possible, no later than forty-five (45) days prior to the expiration of the Board approved leave.
3. In either case, the Board shall have the right to accept or refuse such requests within its discretion. A doctor's note must always accompany such requests to return to work prior to the end date of the previously approved leave. Decisions regarding such requests must be at the discretion of the Board and shall not be arbitrary and capricious.

H. No employee shall be unilaterally removed from employment duties because of pregnancy, nor shall any teacher be required to take a maternity leave of absence because of pregnancy.

I. Miscellaneous Provisions

1. An employee adopting a child shall receive similar maternity leave benefits as provided in paragraphs A-C in this Article of the Contract, which shall commence upon receiving legal custody, or earlier if necessary to fulfill the requirements of adoption.
2. All benefits to which an employee was entitled to at the time a leave of absence commenced because of pregnancy, shall be restored upon the employee's return to employment.
3. Pregnancy related disabilities shall be treated in the same manner as non-pregnancy related disabilities for accumulated sick leave purposes.

- J. The Board shall not be obliged to grant or extend the leave of absence on any non-tenured teacher beyond the end of the contract school year in which the leave is obtained, unless the Board, in its own discretion, agrees to the extension of said leave.
- K. Nothing contained herein shall require the Board to offer a contract for a new school year to any non-tenured teacher who would not have been offered such a contract in the absence of a maternity leave.
- L. Additional requests for documentation regarding any of the above (Article XVIII: A-K) shall be made, by the Board or its designee, in writing.
- M. Any denials of leave shall be provided, by the Superintendent, to the employee in writing and stating reason for denial.
- N. District shall make every effort to provide nursing mothers “reasonable break time to express breast milk” and “a place, other than a toilet stall, that is shielded from view and free of intrusion,” as required by the Fair Labor Standards Act, the Affordable Care Act, and any other applicable federal and state laws.

Newborn/Adoption Childcare Leave

The GFT and Board of Education mutually agree that the period of time immediately following the birth or adoption of a child is a special and unique time in the lives of all employees. In recognition of this once only time the District will institute the following policy regarding Newborn/Adoption Childcare Leave. All employees involved in a relationship/marriage in which their spouse or significant other is giving birth or adopting a child will be entitled to the use of ten (10) paid days providing the following criteria is met:

- A. An employee shall notify the Superintendent of pregnancy/adoption in writing at a minimum of ninety (90) days prior to the expected date of delivery or adoption when possible.
- B. Wherever possible, the exact date of the commencement and termination of the leave shall be agreed upon in writing between the Superintendent and the employee at a minimum of thirty (30) days prior to the commencement of the leave.
- C. The employee must have at least ten days in their personal sick leave day bank.
- D. The employee will transfer up to ten days from their personal sick leave day bank to the District Newborn/Adoption Childcare Leave Bank.
- E. The Superintendent acting as the designee of the Board will then grant the employee leave up to ten days.

Military Leave

- A. Military leave 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 injury or sickness at the time of discharge.
- B. In accordance with 18A: 29-11, employees will be given credit for years of active military service to the United States, not exceeding a period of four (4) years. Credit will be to the employee both with respect to the salary guide as well as for purposes of seniority.

C. All benefits to which an employee was entitled to at the time a leave of absence commenced because of military service, shall be restored upon the employee's return to employment. Such reinstatement of veterans shall be upon application made within ninety (90) days after said employee is honorably discharged from their military service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

D. Any denials of leave shall be provided, by the Superintendent, to the employee in writing and stating reason for denial.

ARTICLE XIX: CLASS SIZE

A. The Board will make every effort to establish and maintain proper class size at all levels and in all subject areas, in accordance with Every Student Succeeds Act (ESSA) and applicable federal and state regulations.

B. In those cases, in the elementary schools where regular substitutes are not available and two classes are to be combined for a day or a major part thereof, the certified employee in charge shall be paid the then current substitute rate in addition to his regular salary. If a class is divided between two or more certified employees, each certified employee assigned any part of the split class shall receive the proportionate share of the substitute rate in addition to his regular salary.

ARTICLE XX: EMPLOYEE PROTECTION

A. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. In the event of any disorder or disruption in the regular school program, the Federation shall have the right to meet with the Board or its representative immediately to develop mutually acceptable programs for the safety of students, employees, and property.

B. Reasonable Force

As specified in 18A:6-1, an employee may, within the scope of his employment, use and apply such amount of force as it is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons and property.

C. Action before Board or Commissioner

Whenever action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect employment or salary status, the Board of Education shall reimburse the employee for the cost of their defense if the action is dismissed or results in a final decision in favor of the employee.

D. Assault

1. Legal Assistance: The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of their duties.
2. When absence arises out of or from such assault or injury the employee shall be entitled to full salary and other benefits for the period of up to one (1) year less Workmen's Compensation benefits received, but shall not

forfeit any sick leave days or personal leave days.

3. Reimbursement for Personal Property Damage: The Board shall reimburse employees for the 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 their duties within the scope of their employment.

E. Reporting Assaults

1. Principal or Immediate Superior: Employees shall immediately report cases of assault suffered by them in connection with their employment, to the principal or other immediate superior, in writing, with a copy forwarded to the Superintendent's Office and the Federation President.
2. Superintendent: Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police and the courts.

ARTICLE XXI: INSURANCE PROTECTION

Full-Time Certified Employees

A. The Board shall provide health care insurance protection and shall pay the full premium less any required employee contribution amount, at the [currently established rates](#) (see attached) for each employee including family coverage where appropriate, for hospitalization, medical-surgical and major medical coverage in the State Health Benefits Plan.

B. The Board shall provide a dental plan which pays 100% for preventative diagnostics, 80% for remaining basic benefits, 50% for major procedures, and 80% for select procedures, up to \$2,300 per person, and shall pay the full premium including family coverage where appropriate.

C. The Board shall provide each employee, including family coverage, with a prescription plan on a \$5.00 and \$10.00 co-payment basis.

D. The Board shall reimburse each employee the maximum of \$300.00 once each fiscal school year, for the individual's eye examination and/or towards the purchase of corrective lenses, frames, contact lenses, and/or services rendered by an ophthalmologist, optometrist, or optician. All receipts for services and vision wear must be submitted as one claim, using the Eyewear Reimbursement Form ([see attached](#)) and no later than June 1st of the current fiscal school year, to the BOE Business Office. All claims received by June 1st will be paid in full by June 30th.

E. 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-month period commencing September 1st and ending August 31st. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

F. The Board agrees that, at least 120 days before the expiration of the current dental insurance policy, the Board will provide information to the GFT with respect to alternative policies which the Board is considering and will consult with the GFT prior to continuing the existing coverage or changing to a different coverage.

ARTICLE XXII: PARAPROFESSIONALS

Tier 2 Paraprofessionals shall receive all the same benefits of this agreement as are provided to Tier 1 Paraprofessionals, except as expressly delineated in this Agreement.

A. Hours and Workload

1. Tier 1, Tier 2 and Tier 3 Paraprofessionals will work 183 workdays.
2. Tier 1 (Full-time) and Tier 2 (29.5 hours) Paraprofessionals shall be paid according to the same rate of pay based on years of service according to the parties' negotiated salary guides. Tier 2 Paraprofessionals shall continue to receive a daily unpaid lunch period.
3. The workday for Tier 1 and Tier 2 Paraprofessionals shall follow a schedule as defined in Article VII: Section A.1. of this Contract. (Workday Timetable).
4. Lunch Periods
 - a. On Student Full-Session Days, Tier 1 and Tier 2 Paraprofessionals shall have the following lunch periods:
 - i. Elementary School: Based on class period or same as students, as set forth in Article VII.A.1.a. (Workday Timetable), but not less than 42 minutes.
 - ii. High School and Middle School: Conform with law, Teacher-student alike, but not less than the number of minutes set forth in Article VII.A.1.a. (Workday Timetable)
 - iii. Pre-K: Forty (40) minutes: Teacher and Student Alike
 - b. On Student One-Session Days, Tier 1, and Tier 2 Paraprofessionals shall have the following lunch periods:
 - i. Elementary School: On one-session days, there shall be three (3) student lunch periods scheduled and Paraprofessional lunch shall be no less than 35 minutes.
 - ii. High School and Middle School: Conform with law, teacher-student alike.
 - iii. Pre-K: Lunch shall begin at student dismissal time.
 - c. On Student One-Session Days, Tier 1, Tier 2 and Tier 3 Paraprofessionals shall receive a 15-minute break during the day, at a time that does not interfere with student or classroom instruction. In no case shall the 15-minute break time be taken at the end of the work day. Dismissal time remains as stated in Article VII.A.1.a. (Workday Timetable).
 - d. All employees may leave their schools during the duty-free lunch period. The employees shall sign out and sign in upon return if they leave the school building.
5. The building principals/supervisors shall collaborate with ABA paraprofessionals, to ensure that said paraprofessionals shall have the appropriate amount of time set aside, during their workday, for completion of required graphing/student data.
6. Meetings:
 - a. Tier 1 and Tier 2 Paraprofessionals may be required to remain after the end of their regular workday, without additional compensation for the purpose of attending faculty or other professional meetings no more than twice each month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no longer than for forty-five (45) minutes thereafter. Meetings shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which employee attendance is not required at school, except in an emergency.

- i. For purposes of this section, professional meetings shall be defined as faculty meetings, grade level meetings, department meetings, professional development seminars and PLC meetings.
 - ii. A schedule of the dates of said after workday professional meetings for the current school year, will be distributed to all employees in September. Said schedule for after workday meetings will be adhered to unless an emergency arises between established meeting dates.
 - iii. Federation representatives may speak to the employees during any such meeting after the regular business of the meeting has ended.
- b. Notice of professional meetings to be held during work hours and confirmation notices for meetings to be held after work hours, shall be e-mailed via gboe.org to all Tier 1 and Tier 2 Paraprofessionals at least three (3) workdays prior to each meeting date, except in an emergency.
- c. All Tier 1 and Tier 2 Paraprofessionals shall be required to attend Back to School Night in the schools where they are assigned.

B. Employment

1. Initial placement on the negotiated salary guide shall be negotiated among the prospective employee, Superintendent, and Board. Once employed, an employee cannot claim credit for other previous experience or training not agreed to initially. A copy of the hiring resolution with salary shall be given to the new employee and a copy to the local Federation President.
2. All Paraprofessionals with an initial date of hire prior to July 1, 1994, who have three or more years of total service with the Garfield Board of Education shall have seniority regardless of the continuity of those years in service. Effective July 1, 1994, seniority for Tier 1, Tier 2 and Tier 3 Paraprofessionals shall be defined as consecutive years of service within their employment classification (Tier 1, Tier 2, Tier 3) with the Garfield Board of Education, which seniority shall begin one year and one day after the initial date of hire.
 - a. For purposes of layoff and recall, seniority shall apply.
 - b. Tier 3 Paraprofessionals shall be given priority when the Board seeks to fill Tier 2 Paraprofessional positions. If such an appointment occurs, a Tier 3 Paraprofessional hired on as a Tier 2 Paraprofessional shall receive seniority on a 1:2 yearly ratio. For example, a Tier 3 Paraprofessional shall have one year of seniority for every two years worked, whereas a Tier 2 Paraprofessional shall have one year of seniority for every one year worked.
3. All non-certified personnel shall receive tentative written notification of their assignment by May 15th
 - a. In the event that changes in such schedules, class, and/or subject assignments, building assignments, or room assignments are made after May 15th, the employee affected shall be notified promptly in writing within five (5) workdays after the Board meeting in which the transfer/change was approved.
 - b. In the event that this change occurs after the first five weekdays in August, the changes shall be promptly reviewed between the Superintendent and the employee and a representative from the GFT upon the employee's request. Transfers made after the first five weekdays in August shall be limited to emergency circumstances only.

C. Salaries

1. The salaries of all Paraprofessionals covered by the Agreement are set forth in schedules attached hereto and made a part hereof.

2. When payday falls on or during a school holiday, bank holiday, vacation or weekend, Paraprofessionals shall receive their paychecks on the last working day preceding the holiday, vacation or weekend.
3. Paraprofessionals will be afforded the opportunity to enroll in and/or change the amount of deduction in the North Jersey Federal Credit Union during the first two (2) weeks of September and the first two (2) weeks of February only.

D. Promotions/Vacancies: Promotions shall be made from within the staff, whenever possible.

E. Evaluation Procedures-Non-Certified Staff

1. Paraprofessionals shall be evaluated only by persons certified by the New Jersey Board of Examiners to supervise instruction.
2. All formal observations of the work performance of Paraprofessionals shall be conducted openly and with the full knowledge of the employee and shall be reduced to writing.
3. All Paraprofessionals shall be evaluated one time each school year, using the district evaluation forms that have been designated for such procedure.
4. Evaluations will be conducted by the building principal or other supervisory staff member that has been authorized by the Superintendent.
5. Evaluations shall be completed prior to April 30th. The distribution, signature requirement, and conference, pertinent to these evaluations shall be conducted in accordance with the procedures for certified teaching staff members as set forth above.

F. Professional Days

Tier 1, Tier 2 and Tier 3 Paraprofessionals shall be granted one (1) professional day per year subject to approval by the Superintendent and funding availability.

G. Insurance Protection: Paraprofessionals

The following Insurance Protection shall be provided by the Garfield Board of Education for Full-time Tier 1 Paraprofessionals employed at a minimum of thirty-two (32) hours per week and/or in accordance with current New Jersey law. Tier 2 and Tier 3 Paraprofessionals shall not receive the employer provided benefits stated in this section.

1. Tier 1 Paraprofessionals shall receive individual health care benefits as provided to all full-time members of the Federation's Bargaining Unit and shall contribute to said benefits under the same terms and conditions as all members of the Bargaining Unit who receive employer-provided health insurance coverage under a "single coverage plan." All Tier 1 Paraprofessionals have the option of purchasing additional coverage.
2. The Board shall provide health care insurance protection for Tier 1 Paraprofessionals and shall pay the full premium less any required employee contribution amount, at the [currently established rates](#) (see attached) for each full-time Tier 1 paraprofessional for hospitalization, medical-surgical and major medical coverage in the State Health Benefits Plan.
3. The Board shall make payments of insurance premiums for Tier 1 Paraprofessionals who remain in the employment of the Board for the full school year, to provide insurance coverage for the full twelve-month period commencing September 1st and ending August 31st. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The
4. The Board shall provide each Tier 1 Paraprofessional with a dental plan which pays 100% for preventative diagnostics, 80% for remaining basic benefits, 50% for major procedures, and 80% for select procedures, up to

\$2,300 per person, and shall pay the full premium for single coverage.

5. The Board shall provide each Tier 1 Paraprofessional with a prescription plan on a \$5.00 and \$10.00 co-payment basis.
6. The Board shall reimburse Tier 1 Paraprofessionals the maximum of \$300.00 each fiscal school year for the individual's eye examination and/or towards the purchase of corrective lenses, frames, contact lenses, and/or services rendered by an ophthalmologist, optometrist, or optician. All receipts for services and vision wear must be submitted as one claim, using the [Eyewear Reimbursement Form](#)(see attached) and no later than June 1st of the current fiscal year to the BOE Business Office. All claims received by June 1st will be paid in full by June 30th.
7. If a Tier 1 Paraprofessional voluntarily elects to become a Tier 2 Paraprofessional, they will no longer be able to receive employer-provided health insurance coverage. An employee voluntarily requesting a change to a Tier 2 Paraprofessional, if granted by the Board of Education, shall have no further rights, or claims to a Tier 1 Paraprofessional position.

H. Stipends-Associate's Degree and GAAPS Program

1. Associate's Degree

Tier 1 and Tier 2 Paraprofessionals with an Associate's Degree, from a CHEA (Council for Higher Education) recognized organization in an educational related field, and holding a valid [NJ Substitute Teacher Certification](#), can request to have a \$3000 stipend added to their salary as per Schedule A-6. Tier 3 Paraprofessionals with an Associate's Degree from a CHEA (Council for Higher Education) recognized organization in an educational related field, and holding a valid [NJ Substitute Teacher Certification](#), can request to have a \$1500 stipend added to their salary as per Schedule A-7.

- a. To have said stipend added to their salary, Paraprofessionals must submit a request in writing to the Superintendent. If an STC is obtained during the course of the school year, the stipend shall be prorated from the time the STC certificate is submitted to the Superintendent.
- b. Credentials verifying the attainment of an educational related Associate's Degree must be included along with transcripts of coursework from the educational institution, a copy of the Associate's Degree and the Teacher Substitute Certification.
- c. All Tier 1 and Tier 2 Paraprofessionals currently receiving a \$2500 Associate's Degree stipend, shall obtain a NJ Substitute Teacher Certification (STC) by September 2023. If a Paraprofessional should choose not to obtain an STC, they will forfeit the \$2500.00 stipend until such time as a New Jersey Teacher Substitute Certification (STC) is obtained, at which time the stipend shall be reinstated in the amount of \$3000.

2. GAAPS Paraprofessionals

All Paraprofessionals assigned to the GAAPS Program will receive a \$1000.00 stipend in addition to their salary. The stipend will be broken into monthly payments of \$100.00 per month for ten months. Any GAAPS Paraprofessional absent more than 5 days in any one month, may at the discretion of the Superintendent, be docked and receive their stipend prorated for the days absent in the following month's stipend.

Article XXIII: DEDUCTION FROM SALARY

A. Federation Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees' dues for the GFT as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15, 9a) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may be from time to time designated in writing by GFT by the 15th day of each month following the monthly pay period in which the deductions were made.
2. Written notice of any change in the rate of membership dues shall be given to the Board prior to the effective date of such change.

B. The Board agrees to deduct from the salary of each employee from whom it receives authorization to do so, the required amount of fees for the payment of premiums for a disability plan of the Federation's choice, and the amounts deducted shall be forwarded to the appropriate office of the carrier.

ARTICLE XXIV: MISCELLANEOUS PROVISIONS

A. This Agreement is binding for the terms of said Agreement, and the Board and Federation shall carry out the commitments contained herein and related to this Agreement and give them full force under applicable law and shall not be modified in whole or in part by the parties except in writing duly executed by both parties.

B. The Employer and the Federation understand and agree that all provisions of this Agreement are subject law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement. Upon request of either party, the parties agree to meet and negotiate in good faith regarding the provision so affected. In such an event, after three negotiations sessions, either party may enlist the assistance of a mutually agreed upon mediator with the cost to be shared equally by the parties. The parties agree to meet with the mediator (together or separately as the mediator recommends) for no more than three meetings. There shall be no further impasse procedures in connection with these negotiations.

C. Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of the Agreement. If any individual contract contains language inconsistent with this Agreement, this Agreement shall be controlling.

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

E. GFT Local 3977 representatives, such delegates to be appointed by the GFT and mutually agreed upon by the Superintendent and GFT President, shall be included on all district-wide reform, programs, planning, and other school improvement panels and committees/teams.

F. This Agreement shall be posted on the GFT Website for all present and future employees.

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

1. If by the Federation, to the Board of Education at 34 Outwater Lane, Garfield, New Jersey.
2. If by the Board, to Federation through Federation President at their assigned school.

H. Non-Certified Nurses

1. Effective 2022-2023 school year, new hire non-certified nurses shall be placed onto the Schedule A-1 BA Guide.
2. Effective July 1, 2022, non-certified nurses hired prior to July 1, 2022, shall be grandfathered into the BA Guide, with the School Nurse (Instructional) Certificate requirement waived.
3. Nurses who hold a "School Nurse (Instructional) Certificate" shall receive, in addition to their salary, a \$3000 pensionable stipend.

ARTICLE XXV: BOARD RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, and duties vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States.

B. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under school laws of New Jersey, or any other National, State, County, District or local laws as they pertain to education.

ARTICLE XXVI: DURATION

This Agreement shall be effective July 1, 2022, through June 30, 2027. If this Agreement expires, it is expressly understood that all provisions, terms and conditions of this Agreement shall continue in full force and effect, with all attendant benefits and responsibilities to the Board and Federation, until a Successor Agreement is agreed upon, signed and ratified by the parties. It is expressly understood that upon the expiration of this Agreement movement on the salary guide requires the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: _____
Anna Sciacca, Superintendent of Schools
for Garfield Board of Education, Garfield School District

Date: _____
Justin Serfozo, President
for Garfield Federation of Teachers, AFT Local 3977

Date: _____
Everett Garnto, Jr. *Board President*

Date: _____
Michael Backo, *Chair, GFT*

Date: _____
Dr. Giovanni Cusmano, *SBA / BS*

Date: _____
Maureen Howell, *Chair, GFT*

GBOE Negotiations Committee Members:

GFT Negotiations Committee Members:

Date: _____
Carmin Breonte, *BOE Vice President*

Date: _____
Heather Cyrwus, *GFT*

Date: _____
Richard Derrig, *BOE*

Date: _____
Victoria Derevyanik, *GFT*

Date: _____
Madelyn Flores, *GFT*

Date: _____
Emilia Kata, *GFT*

Date: _____
Leslie Mobilio, *GFT*

ATTACHMENTS (click to access):

FORMS:

- [Eyewear Reimbursement Form](#)

HEALTH BENEFITS [CONTRIBUTION CHARTS](#)

SALARY SCHEDULES:

- [Salary Guides \(click to view\)](#)
 - A-1 BA
 - BA +30
 - A-2 MA
 - A-3 MA+MA
 - A-4 Non-Certified Nurses - Eliminated (see Article XXIV, Section H)
 - A- 5 Tech Support
 - A-6 Tier 1 & Tier 2 Paraprofessionals
 - A-7 Tier 3 Paraprofessionals

SUPPLEMENTARY SCHEDULES:

- [Longevity Schedule](#)
- [Schedule B-Extra Curricular Activities*](#) (see p.11)
- [Schedule C-Coaches](#)
- [Schedule D Scheduling Coordinators, CST and Guidance Counselors](#)
- [Schedule E Director of Student Activities*](#)
- [Schedule F Middle School House and Department Leaders](#)
- [Schedule G Bedside/Home Instruction](#)
- [Schedule H TIGS Coordinator](#)
- [Schedule I Right to Know Officer](#)
- [Schedule J Substance Abuse, SYD Coordinators, Credit Recovery Coordinators and Athletic Nurse](#)
- [Schedule K Portfolio Coordinator](#)
- [Schedule L Associate Media Specialist](#)
- [Schedule M District Computer Technology Coordinator*](#) (see p.10)
- [Schedule N Technology Coordinator](#)
- [Schedule O Hourly Wages/Certified Employees](#)
- [Schedule P Computer Facilitators](#)
- [Schedule Q \(A-5\) Non-Certified Nurses](#)
- [Schedule R Athletic Trainer et. al.](#)
- [Schedule S Tomorrow's Teacher's Internship Coordinator H.S.](#)
- [Schedule Schedule V \(Health and Social Services Coordinator\)*](#)
- [Schedule W \(Prorated sick and personal days for newly hired during the year\)](#)

Note: The advisors of Schedule B- Extra Curricular Activities shall submit a request in writing to the building principal for related activity time beyond the regular school day, which will be reviewed and approved by the principal.

LONGEVITY

1. All full-time staff members are eligible for Longevity. Staff members working full time prior to July 1st, 2011, will receive Longevity at the beginning of their 15th year. All Full Time Staff who began working after July 1st, 2011, will receive Longevity at the beginning of their 16th year.
2. Longevity eligibility is determined by continuous years of service in the Garfield School District. Board Approved unpaid sick or personal leave does not constitute a break in service from the District employment, however days taken as unpaid will not be used in the calculation of Longevity eligibility. All decisions of eligibility for Longevity will be determined by the Superintendent and shared with the GFT for their review.
3. Longevity for 15-19 years in the District will be reduced from \$4450.00 to \$2500.00 effective June 30, 2017. All members scheduled to receive longevity during the 2016-2017 school year and all members currently receiving the 15–19-year longevity will be grandfathered in for the amount of \$4450.00 and will continue to receive that amount until they transition to the next longevity level. All members scheduled to receive longevity on September 1, 2017, and following will receive \$2500.00.

Longevity Certified Staff	
15th year	\$2500
20th year	\$4700
25th year	\$4850
30th year	\$4950
35th year	\$5100

Longevity Non-Certified Staff	
15th year	\$950
20th year	\$1050
25th year	\$1150
30th year	\$1250
35th year	\$1350

ELEMENTARY ONE-SESSION DAY SCHEDULE

UPDATED: One Session Lunch Day Schedule



Staff Sign-In: 8:25

Student Pick Up: 8:30

Period 1: 8:30-9:04 (34 Minutes)

Period 2: 9:04-9:38 (34 Minutes)

Period 3: 9:38-10:12 (34 Minutes)

Period 4: 10:12-10:47 (35 Minutes)

Period 5: 10:47-11:22 (35 Minutes)

Period 6: 11:22-11:57 (35 Minutes)

Period 7: 11:57-12:31 (34 Minutes)

Period 8: 12:31-1:05 (34 Minutes)

Dismissal: 1:05

Revised 07/22/2022

Schedule gives the state mandate of 4 hours of instruction.