

CONTRACT

FOLSOM EDUCATION ASSOCIATION

(Certified Staff)

and

FOLSOM BOARD OF EDUCATION

2012-2013
2013-2014
2014-2015

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PREAMBLE

In the past, the Folsom Education Association and the Folsom Board of Education have enjoyed a good relationship, one in which the spoken word was sufficient. For better understanding and in light of new laws and rules binding on both parties, the Association and the Board agree that a written contract would best suit the needs of all concerned.

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Folsom Education Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all professional full-time certified staffing including, the nurse, the media specialist, the child study team, and the guidance counselor. Full time staff is defined as those working more than 30 hours per week.

B. DEFINITION OF A TEACHER

Unless otherwise stated, the term "teachers", when used hereinafter in this agreement, shall refer to all full-time professional employees represented by the Folsom Education Association in the negotiating unit as above defined and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13-A.et.seq. as applicable to the terms herein a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than November 15 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all full-time teachers, be reduced to writing, and be signed by the Board.

B. MODIFICATION

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

1. Grievances

A "grievance" is a claim by a teacher of the Folsom Education Association based upon the alleged misinterpretation, misapplication, or violation of this collective agreement or administrative decisions affecting a teacher or group of teachers.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Folsom Education Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Folsom Education Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

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

C. PROCEDURES

1. **TIME LIMITS** - The number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended by mutual agreement. Each claim is to be instituted within (30) calendar days from occurrence. In the event the time limit expires on a non-school day, the parties involved will have until the next in-session school day.

2. **YEAR END GRIEVANCES** - On the event that a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and is left unresolved until the beginning of the following school year, could result in irreparable harm to the parties in interest, the time limits as set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

3. **LEVEL ONE – Chief School Administrator** - A teacher with a grievance will first discuss said grievance with the Chief School Administrator, either directly or through the Folsom Education Association's designated representative, with the objective of solving the matter informally.

4. **LEVEL TWO - BOARD OF EDUCATION** - If the grievance is not resolved to the grievant's satisfaction, he, not later than five (5) calendar days after the Chief School Administrator's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Chief School Administrator who shall attach all related papers and forward the request to the Board.

The Board, or a committee thereof, shall review the grievance, and shall, at the option of the Board, or at the request of the grievant, hold a meeting with the employee grievant and render a decision in writing and forward copies thereof to the grievant and the Folsom Education Association within twenty (20) calendar days of the receipt of the appeal by the Chief School Administrator, or if a hearing is held, within twenty (20) calendar days of the hearing. The referred hearing shall be held within fifteen (15) calendar days after the receipt of the appeal notice.

In the event the time limit expires on a non-school day, the parties involved will have until the next school day.

5. **LEVEL THREE** - If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, he may exercise legal rights according to the Statutes Administrative Code and PERC regulations, such a request to be made known to the Chief School Administrator within twenty (20) calendar days of the receipt of the Board's decision.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. USE OF SCHOOL BUILDING

The Folsom Education Association and its representatives may use the school building at all reasonable hours for meetings related to school activities. The Board of Education secretary shall be notified in advance of the time and place of all such meetings for approval of same. The Folsom Education Association shall pay any custodial fees for evening meetings.

B. USE OF SCHOOL EQUIPMENT

The Folsom Education Association may use school facilities and equipment, including duplicating equipment, calculating equipment, and all types of audio-visual equipment at reasonable times when such equipment is not in use. The Folsom Education Association shall pay for the reasonable cost of materials and supplies incidental to such use.

C. BULLETIN BOARDS

The Folsom Education Association shall have in each school building the use of a bulletin board in a prominent place, the location of which shall be determined by the Board of Education or its designee. Copies of all materials to be posted on such bulletin boards shall be given to the building principal but no approval shall be required.

D. EXCLUSIVE RIGHTS

The rights and privileges of the teachers' representative as set forth in this agreement shall be granted only to the organization designated as the representative pursuant to Chapter 308, Public Laws 1968, and to no other organization.

ARTICLE V

SALARIES

A. EMPLOYEES COVERED

Salaries of all employees covered by this agreement are set forth in the Schedules A and B that are attached hereto and made a part hereof.

B. FREQUENCY OF PAY

Each employee shall be paid on the 15th and 30th of each month beginning September 1 and ending June 30 for 10 month employees. If these days fall on a weekend or a holiday, staff will be paid on the last work day prior to that date. Direct deposits will be posted on the same day checks are issued.

C. GRADUATE COURSES

The Board agrees to pay reimbursement tuition costs for graduate courses for tenured personnel in the following manner:

Reimbursement is not to exceed \$1,500 per year, per teacher, not to exceed a total of \$10,000 per year for all 3 years. This will be initially allocated ½ for fall semester and ½ for spring semester. Teachers who have spent their allocated monies may apply to the Superintendent for additional money for summer studies, should money remain in the account. After summer course payments have been allocated, the above per teacher cap can be exceeded.

It must be certified as approved by the Chief School Administrator before Board approves that such courses are directly related to teaching in the elementary education or middle school education, but shall not cover administrative or supervisory courses and that the college or university is accredited.

Tuition costs will be reimbursed within the fiscal year when the courses are completed; upon submission to the Chief School Administrator and Board of Education evidence of participation, official proof of successful completion of course and proof of tuition costs. A passing grade of "B" or better must be earned to qualify for such reimbursement. Only tenured teachers may apply.

Any employee receiving any course reimbursement shall owe and must pay back to the Board of Education 100% of the reimbursement amount for the 1st year of receiving such reimbursement if they leave the district other than by full retirement, total disability or death. Such reimbursement pay back to the board shall be 50% of the amount if the employee leaves the district the 2nd year.

D. CONTINUING EDUCATION

The Folsom Education Association and the Folsom Board of Education mutually agree to reopen Article V of the negotiated contract if it is necessary due to changes in legislation regarding the continuing education mandate or future interpretation thereof.

ARTICLE VI

TEACHING HOURS

A. TEACHER'S DAY

1. Length of Day - Teacher's day shall not exceed 7¼ hours with the exception of open house and conferences.
2. Teachers shall have a thirty (30) minute duty-free lunch.
3. The teacher shall be allowed to use the teacher's room during times when specialists are in charge of their classes.
 - A. Teachers will be available to assist during computer instruction.
4. Teachers may leave the building during their scheduled lunch period providing they sign out and upon returning sign in at the office.
5. When parent-teacher conferences are scheduled in the evening after a regular school day, teachers shall be given compensating time by early dismissal, provided school has been in session a minimum of four (4) hours instructional time for students.
6. During the school year, teachers shall be required to attend one monthly prescheduled staff meeting not to exceed forty-five minutes. At least forty-eight (48) hour notice required except in case of emergency. (up to half of these days can be used for professional development)
7. The teacher's work year shall consist of a total of 185 days (180 student contact, 5 professional development days).
8. New teaching staff shall attend 2 additional days of orientation prior to the start of school year.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVE

Teachers shall be entitled to the following temporary leave of absence (nonaccumulative) with full pay each year:

1. Personal Leave - Three (3) days leave of absence for personal, legal, business, household or family matters, which require absence during school hours. Application to the Chief School Administrator for personal leave shall be made at least one week before taking such leave (except in the case of emergencies) and approval must be received. Any unused personal days at the end of the school year will convert to sick days.
2. Professional Leave - Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Request for above must be submitted to the Chief School Administrator for approval at least one (1) week prior to the date the planned school visitation or meeting/conference attendance. Within ten (10) days, teacher must file a written report with the Chief School Administrator.
3. Death - Up to five (5) working days, to be used within 30 days of the event of death of a teacher's spouse, child, parent, father-in-law, mother-in-law, brother, sister, grandchild, step-parent, step-child, step-grandchild, and any other related member of the immediate household. Up to three (3) working days, to be used within 15 days of the event of death of brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, and other member of the immediate household.

4. Good Cause - Other leaves of absence with pay may be granted upon discretion of the Board of Education.

B. ACCUMULATIVE LEAVE

Teachers shall be entitled to the following accumulative leave with pay:

1. Eleven (11) days sick leave per year
2. Teachers shall be informed of their accumulated sick leave with the first paycheck in September.
3. After 18 years in the district, upon retirement, teachers will be paid for unused sick days at a rate of 30% of daily salary not to exceed \$17,000. New hires after July 1, 2009 will receive 30% of daily salary not to exceed \$15,000 Daily salary shall be calculated as 1/200th of annual salary.

C. EXTENDED LEAVE

In the event that a tenured teacher shall have exhausted the specific annual and accumulated sick leave days because of extended illness, quarantine or illness in the immediate family, the Board may, in its discretion, grant additional leave according to the circumstances of each case on a case-by-case basis. Teachers shall receive a salary reduction of 1/200th of their annual salary for each used sick day that exceeds their accumulated sick leave.

D. RETIREMENT

Notice of retirement shall be made to the Business Administrator by February 1 of the school year in which employee is retiring. The employee shall always have the right to rescind notice of retirement. Payment is to be made to the employee by July 15 of the subsequent year.

ARTICLE VIII

TEACHER EVALUATION

A. EVALUATION COMMITTEE

Teachers shall be evaluated by members of the administration.

B. NON-TENURED TEACHERS

Non-tenured teachers shall be evaluated by the Chief School Administrator at least three (3) times each school year, to be followed in each instance by a written evaluation report and by a conference between the teachers and the Chief School Administrator. Such evaluations shall consist of at least three (3) classroom observations, each occurring on separate days.

C. GENERAL CRITERIA

1. Teachers shall be evaluated the number of times and by the procedures of N.J.A.C. and other Board of Education regulations as in effect each school year. This shall be done by personnel qualified to do so according to Statutes and Administrative Procedures or other Board of Education regulations.

2. A teacher 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 teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation report.

D. EVALUATION PROCEDURE

1. REPORTS

Evaluation reports shall be presented to each teacher by the CSA in accordance with the following procedures and state mandated policies:

a. Such reports shall be issued in the name of the CSA based on the compilation of reports and observations by any or all supervisory personnel who come in contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the employee.

c. Such reports shall be written in narrative form and shall include, when pertinent:

- Strengths of the teacher as evidenced during the period since the previous report
- Weaknesses of the teacher as evidenced during the period since the last report
- Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

d. Signing of the evaluation by the teacher does not signify agreement. It indicates that the employee has seen the report.

E. TENURED TEACHERS

Tenured teachers shall be evaluated at the discretion of the Chief School Administrator.

ARTICLE IX

CLASS SIZE

It is recognized by the Board and the Folsom Education Association that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to try to keep class size at acceptable numbers as dictated by the financial condition of the district, the facilities available, the availability of qualified teachers and the best interest of the district as deemed administratively feasible at the discretion of the Board.

ARTICLE X

CONDITIONS APPLICABLE TO ALL TEACHERS

A. SUBSTITUTE TEACHERS

The Board agrees at all times to maintain an adequate list of certified substitute teachers both for classroom and special teachers.

B. PREPARATION TIME

All teachers shall have a minimum of 1 ½ hours per week, during instructional school hours, in preparation time. This 1 ½ hours is time classes usually have art and music. This shall apply except when a qualified music or art teacher cannot be obtained.

C. CHANGE IN GRADE ASSIGNMENT

Teachers who desire a change in grade/**teaching** assignment may file a written statement by May 15 of such desire with the Chief School Administrator.

ARTICLE XI

INSURANCE PROTECTION

At the beginning of each school year, the Board shall provide health care insurance protection designed below:

A. HEALTH INSURANCE CARRIER

1. The health care insurance carrier(s) shall be determined by the Board of Education for the basic hospitalization and medical/surgical coverage and for the major medical coverage. Such coverage shall be at least comparable to the existing New Jersey State Health Benefits Plan. The Board shall pay the full premium for each employee and dependents. Any upgrades in coverage would be at the employee's expense via payroll deduction.

2. Employee contributions for health insurance shall be a minimum those required under Chapter 78 Public Law 2011. The employee contributions shall be withheld in equal installments throughout the year from the employee's paycheck and the board shall establish and adopt a Section 125 Plan so that said contributions can be made on a pre-tax basis.

B. DESCRIPTION OF COVERAGE

The Board shall request the carrier(s) to provide each employee with a description of the health care insurance coverage provided under this article no later than the beginning of the school year which shall include a clear description of the conditions and limits of coverage as listed above.

C. PRESCRIPTION PLAN

1. The Board shall pay the full premium for each employee and dependents thereof according to existing employees on record as of June 30, 1997. The co-pay during the term

of this contract period shall not exceed \$15. Employees hired after June 30, 1997 will be covered individually and not for dependents unless they pay such dependent coverage in the same manner as health insurance coverage designated above.

2. After fifteen (15) years in the district, upon retirement, employees may continue prescription coverage under the Board's group policy provided the employee pays the full premium to the Board for such coverage.

D. DENTAL COVERAGE

1. A dental plan will be provided with the Board paying \$650 per year toward selected coverage for the duration of this contract. The employee may pay the balance of the premium in the form of a payroll deduction.

2. After fifteen (15) years in the district, upon retirement, employees may continue dental coverage under the Board's group policy provided the employee pays the full premium to the Board for such coverage.

ARTICLE XII

MISCELLANEOUS PROVISIONS

A. SEPARABILITY

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

B. PRINTING AGREEMENT

Enough copies of this agreement shall be printed within ninety (90) days of signing by both parties. The cost of such printing shall be shared equally by both parties to this agreement. Each teacher in the Folsom Education Association shall be furnished with a copy.

C. SCHOOL CALENDAR

The Chief School Administrator shall prepare a school calendar and must offer the calendar to the Folsom Education Association for suggestions.

ARTICLE XIII

DURATION OF AGREEMENT

A. DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2012 and shall continue in effect until June 30, 2015. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless extended in writing.

It is understood that Schedule B may be reopened for additional items for negotiation before this agreement expires only for the additional programs that are introduced (this includes Discipline Council).

B. STATUS OF INCORPORATION

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respected secretaries, and their corporate seals to be placed hereon, all on the day and year written below.


Dated this 29 day of May, 2012




President, Folsom Education Association



Secretary, Folsom Education Association



President, Folsom Board of Education



Secretary, Folsom Board of Education

SCHEDULE B

A. EXTRA ACTIVITIES

All extra activities as listed in Schedule B shall be administered with approval of the Chief School Administrator and the Board of Education. Times are to be assigned by the Chief School Administrator. Extra compensation will be paid for extra work. All payments shall be prorated if the activity does not last the season.

1. Any one teacher(s) who supervises and advises any intramural athletic event (softball, basketball, cross country, etc.) or chaperones a school sponsored dance that takes place other than during normal school hours will be paid at a rate of \$30 per event. This schedule will exclude field trips and the use of faculty members as referees, scorekeepers, and timekeepers at athletic events.

Regarding class trips or out of district school functions, any return from such trip or function on the same day to the school district that is more than three (3) hours past the normal school day shall result in \$50 additional compensation to each covered certified employee.

Regarding any trip or function whereby there is an overnight stay on such trip, etc., such shall entitle each covered certified employee to receive an additional \$50 in excess of the above for a total of \$100.

2. Eighth grade advisors (one per 8th grade homeroom; not to exceed two) will be paid as indicated on schedule B.

3. Any teacher assigned to attend meetings in which he/she takes their own vehicle will be paid at a OMB rate. This is applicable to all employees.

B. EXTRACURRICULAR SCHEDULE

C. HOME INSTRUCTION - Home instruction will be paid at a rate of \$35 per hour for the duration of this contract. Members of the Folsom Education Association shall be notified by the Board when tutoring positions are open and shall be given preference. Positions will be filled at the discretion of the Chief School Administrator.

D. SUMMER TRAINING/CURRICULUM WORK – Teachers and the nurse will be paid at rate of \$35 per hour when required to attend summer training. This excludes new hires who attend orientation prior to the start of the work year.

SCHEDULE B			
<u>SPORT STIPEND GUIDE</u>		<u>EXTRACURRICULAR STIPENDS GUIDE</u>	
BOYS BASKETBALL		ART CLUB	1,122
HEAD COACH	1,632	CHOIR ADVISOR	1,122
ASST. COACH	816	STUDENT COUNCIL	816
		SAFETY PATROL	1,428
GIRLS BASKETBALL		TALENT SHOW ADVISOR	510
HEAD COACH	1,632	YEARBOOK	1,224
ASST. COACH	816	LEO CLUB	408
		PLAY DIRECTOR	1,428
CROSS COUNTRY		ASST. PLAY DIRECTOR	765
HEAD COACH	816	ASST. PLAY DIRECTOR	765
ASST. COACH	408	TECH CLUB	1,122
		8TH GRADE ADVISOR	510
VOLLEYBALL			
HEAD COACH	816		
ASST. COACH	408		
SOFTBALL			
HEAD COACH	306		
ASST. COACH	102		
CHEERLEADING			
HEAD COACH	1,224		
ASST. COACH	357		
OTHER			
SPORTS COORDINATOR/FUNDRAISER	918		
ATHLETIC COORDINATOR	1,632		

**TEACHERS' SALARY GUIDE
2012-13**

Step	BA	BA+15	MA	MA+30	DOC
1	45,260	46,610	48,010	50,010	52,010
2-3	46,000	47,350	48,750	50,750	52,750
4-5	47,040	48,390	49,790	51,790	53,790
6	48,060	49,410	50,810	52,810	54,810
7	49,124	50,474	51,874	53,874	55,874
8	50,165	51,515	52,915	54,915	56,915
9	51,570	52,920	54,320	56,320	58,320
10	53,130	54,480	55,880	57,880	59,880
11	54,700	56,050	57,450	59,450	61,450
12	56,436	57,786	59,186	61,186	63,186
13	58,325	59,675	61,075	63,075	65,075
14	60,217	61,567	62,967	64,967	66,967
15	62,258	63,608	65,008	67,008	69,008
16	64,646	65,996	67,396	69,396	71,396
17	67,046	68,396	69,796	71,796	73,796
18	69,650	71,000	72,400	74,400	76,400
19	72,803	74,153	75,553	77,553	79,553
20	75,194	76,544	77,944	79,944	81,944

**TEACHERS' SALARY GUIDE
2013-14**

Step	BA	BA+15	MA	MA+30	DOC
1	46,020	47,370	48,770	50,770	52,770
2	46,478	47,828	49,228	51,228	53,228
3-4	47,531	48,881	50,281	52,281	54,281
5-6	48,621	49,971	51,371	53,371	55,371
7	49,750	51,100	52,500	54,500	56,500
8	50,850	52,200	53,600	55,600	57,600
9	51,980	53,330	54,730	56,730	58,730
10	53,140	54,490	55,890	57,890	59,890
11	54,653	56,003	57,403	59,403	61,403
12	56,250	57,600	59,000	61,000	63,000
13	57,997	59,347	60,747	62,747	64,747
14	60,000	61,350	62,750	64,750	66,750
15	61,784	63,134	64,534	66,534	68,534
16	63,815	65,165	66,565	68,565	70,565
17	66,392	67,742	69,142	71,142	73,142
18	68,941	70,291	71,691	73,691	75,691
19	71,800	73,150	74,550	76,550	78,550
20	74,955	76,305	77,705	79,705	81,705
21	76,194	77,544	78,944	80,944	82,944

**TEACHERS' SALARY GUIDE
2014-15**

Step	BA	BA+15	MA	MA+30	DOC
1-2	46,781	48,131	49,531	51,531	53,531
3	47,866	49,216	50,616	52,616	54,616
4-5	48,950	50,300	51,700	53,700	55,700
6-7	50,073	51,423	52,823	54,823	56,823
8	51,236	52,586	53,986	55,986	57,986
9	52,399	53,749	55,149	57,149	59,149
10	53,562	54,912	56,312	58,312	60,312
11	54,727	56,077	57,477	59,477	61,477
12	56,285	57,635	59,035	61,035	63,035
13	57,913	59,263	60,663	62,663	64,663
14	59,730	61,080	62,480	64,480	66,480
15	61,546	62,896	64,296	66,296	68,296
16	63,630	64,980	66,380	68,380	70,380
17	65,713	67,063	68,463	70,463	72,463
18	68,375	69,725	71,125	73,125	75,125
19	71,000	72,350	73,750	75,750	77,750
20	73,944	75,294	76,694	78,694	80,694
21	77,194	78,544	79,944	81,944	83,944

TEACHER SALARY GUIDES
Advancement / Placement Chart

(Read directly across the line to track advancement/placement)

2011-2012 Step		2012-2013 Step		2013-2014 Step		2014-2015 Step
				1	----->	1-2
		1	----->	2	----->	3
1-2	----->	2-3	----->	3-4	----->	4-5
3-4	----->	4-5	----->	5-6	----->	6-7
5	----->	6	----->	7	----->	8
6	----->	7	----->	8	----->	9
7	----->	8	----->	9	----->	10
8	----->	9	----->	10	----->	11
9	----->	10	----->	11	----->	12
10	----->	11	----->	12	----->	13
11	----->	12	----->	13	----->	14
12	----->	13	----->	14	----->	15
13	----->	14	----->	15	----->	16
14	----->	15	----->	16	----->	17
15	----->	16	----->	17	----->	18
16	----->	17	----->	18	----->	19
17	----->	18	----->	19	----->	20
18	----->	19	----->	20	----->	21
19	----->	20	----->	21	----->	21

Longevity Schedule

The following amounts will be added to the base salary each year:

20-25 yrs = \$1000

26-30 yrs = \$1250

31 + yrs = \$1500