

# **CONTRACT**

**FOLSOM EDUCATION ASSOCIATION**

**(Certified Staff)**

**and**

**FOLSOM BOARD OF EDUCATION**

**2003-2004  
2004-2005  
2005-2006**

## **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 teaching personnel, the nurse, the librarian, 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 Chapter 303, Public Laws 1968 in 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 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) 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 typewriters, mimeographing machines, and other 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 303, 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 every other Friday. If Friday is not the last working day of the week, employees will be paid on the last working day of that week. This shall begin in conjunction with the first pay schedule of 12 month employees after returning to work in

September. Final check shall be no later than two weeks after the last working day in June (provided all obligations are met).

### **C. GRADUATE COURSES**

The Board agrees to pay tuition cost of a total of six (6) graduate credits per calendar year, in the field of teaching in elementary education as existing in our school district, at an accredited four year college or university. Teachers must make application and receive approval of such course(s) prior to registration.

It must be certified as approved by the Chief School Administrator before Board approved that such course(s) are both directly related to teaching in elementary education and that the college or university is accredited.

Tuition costs will be reimbursed the October following the course 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. Tuition reimbursement for school year 2003-04 shall be \$350 per credit; for school year 2004-05 shall be \$400 per credit; and for school year 2005-06 shall be \$425 per credit. A passing grade of "B" or better must be earned to qualify for such reimbursement. Only tenured teachers may apply.

### **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 7 ¼ 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.

## **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 at any one time in the event of death of a teacher's spouse, child, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and any 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.

#### **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.

## **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:

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 assignment may file a written statement by May 15 of such desire with the Chief School Administrator.

## **ARTICLE XI**

### **INSURANCE PROTECTION**

#### **A. HEALTH INSURANCE CARRIER**

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

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 thereof for the NJ Plus Plan (or comparable) regardless of the hire date of the employee. Any upgrades in coverage would be at the employee's expense via payroll deduction. Employees covered in previous contract having already been enrolled in traditional insurance will be grandfathered into that plan if they so desire.

## **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 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, 2003 and shall continue in effect until June 30, 2006. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
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 meet (softball, basketball, track, etc.) or chaperones a school function that takes place other than during normal school hours will be paid at a rate of \$30 per meet. 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 8<sup>th</sup> grade homeroom; not to exceed two) will be paid at a rate of \$500 per person for the duration of this contract.
3. Cheerleading advisor will receive the following stipend:
  - 1 to 5 years experience - \$750
  - 5 + years experience - \$1,000
4. Boys and Girls Basketball Advisor will receive a stipend of \$1,200 each per year for the duration of this contract.
5. Softball Advisor will be paid a stipend of \$275 each year for the duration of this contract.
6. Sports Activity Coordinator will receive a stipend of \$450 each year for the duration of this contract to coordinate fund-raising activities for banquets and faculty game.
7. Any teacher assigned to attend meetings in which he/she takes their own vehicle will be paid at a rate of **36 cents** per mile or a fixed rate assigned by the Board, applicable to all employees.
8. The Art Club Advisor will receive a stipend of \$800 each year for the duration of this contract.
9. The Choir Advisor will receive a stipend of \$600 each year for the duration of this contract.
10. The Student Council advisor will receive a stipend of \$250 per year for the duration of this contract.
11. The Volleyball advisor will receive a stipend of \$300 per year for the duration of this contract.

12. The Cross Country advisor will receive a stipend of \$500 per year for the duration of this contract.
13. The Safety Patrol advisor will receive a stipend of \$250 per year for the duration of this contract.
14. The Athletic Coordinator will receive a stipend of \$500 per year for the duration of this contract.

**B. HOME INSTRUCTION** - Home instruction will be paid at a rate of \$30 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

**C. YEARBOOK ADVISOR** - The advisor will be paid \$900 to work in conjunction with a professional company on yearbook activities.

**D. PLAY DIRECTOR** - The advisor will be paid a stipend of \$1,250 and an additional assistant will be paid \$500 each year for the duration of this contract. The selected play must be approved by the Chief School Administrator