

# **CONTRACT**

**FOLSOM EDUCATION ASSOCIATION**

**(Certified Staff)**

**and**

**FOLSOM BOARD OF EDUCATION**

***2015 - 2016***  
***2016 - 2017***  
***2017 - 2018***

## 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 15<sup>th</sup> and 30<sup>th</sup> 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 \$1,750 per year, per teacher, not to exceed a total of \$13,000 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 and 25% of the amount if the employee leaves the district the 3<sup>rd</sup> 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 - Four (4) 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**

All evaluations of both tenured and non-tenured teachers will be consistent with the Teacher Effectiveness and Accountability for Children of New Jersey Act and New Jersey laws and code regulations relating thereto.

In order to bring about the highest level of instruction possible, every evaluation shall take into account the classroom assignment, the credentials and work background of the individual teacher, diversity of the student population, class size, student disabilities and other relevant factors which may impact on the success of an individual student, teacher or classroom.

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. Any video equipment installed in classrooms shall not be used for evaluation unless mutually agreed upon by the teacher and the evaluator.

**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.

#### **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 / PRESCRIPTION INSURANCE**

1. The health care / prescription insurance carrier(s) shall be determined by the Board of Education for the basic hospitalization, medical/surgical coverage, for the major medical coverage, and prescription coverage. Such coverage shall be at least comparable to the existing New Jersey State Health Benefits Plan, with the prescription co-pay not exceeding \$15. Mail-in prescription copays will be reimbursed in full to the employee upon submission of receipt and voucher.

2. Employee contributions for health/prescription insurance shall be a minimum of those required under Chapter 78 Public Law 2011 for year 2015-16 (Tier 4). This shall continue throughout the term of this contract.

The employee contributions shall be withheld in equal installments throughout the year from the employee's paycheck and the board will maintain 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. 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.

##### **D. VISION COVERAGE**

1. A vision 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 vision coverage under the Board's group policy provided the employee pays the full premium to the Board for such coverage.

The employee may choose either (dental or vision) or both plans (dental and vision), but board contribution/payment shall not exceed \$1,300 combined in any way.

## **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

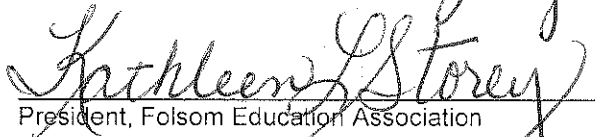
This agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2018. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless extended in writing.

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.

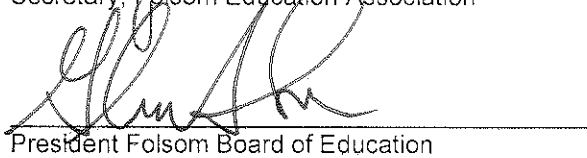
B. STATUS OF INCORPORATION

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 28<sup>th</sup> day of July, 2015

  
\_\_\_\_\_  
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 extracurricular school sponsored event that takes place other than during normal school hours will be paid at a rate of \$40 per event. This schedule will exclude field trips.

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 \$100 in excess of the above for a total of \$150 with a maximum of 10 teachers.

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 \$45 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 \$40 per hour when required to attend summer training. This excludes new hires who attend orientation prior to the start of the work year.

**E. DETENTION** – Detention will be paid at a rate of \$25 for after school detentions (45 minutes) and \$100 for Saturday detentions (4 hours).

SCHEDULE B			
<i>SPORT STIPEND GUIDE</i>		<i>EXTRACURRICULAR STIPENDS GUIDE</i>	
<b>BOYS BASKETBALL</b>		ART CLUB	1,178
HEAD COACH	1,713	CHOIR ADVISOR	1,178
ASST. COACH	856	BAND ADMINISTRATOR	1,125
		STUDENT COUNCIL	856
<b>GIRLS BASKETBALL</b>		SAFETY PATROL	1,500
HEAD COACH	1,713	TALENT SHOW ADVISOR	535
ASST. COACH	856	TALENT SHOW ASST.	350
		YEARBOOK ADVISOR	1,285
<b>CROSS COUNTRY</b>		YEARBOOK ASST.	615
HEAD COACH	856	LEO CLUB	436
ASST. COACH	436	DRAMA CLUB ADVISOR	400
		PLAY DIRECTOR	1,300
<b>VOLLEYBALL</b>		ASST. PLAY DIRECTOR	600
HEAD COACH	856	ASST. PLAY DIRECTOR	600
ASST. COACH	436	ASST. PLAY DIRECTOR	600
		TECH CLUB	1,178
<b>SOFTBALL</b>		SIGN LANGUAGE	510
HEAD COACH	408	8TH GRADE ADVISOR	535
ASST. COACH	204	STOKES ADVISOR	250
<b>CHEERLEADING</b>			
HEAD COACH	1,285		
ASST. COACH	612		
<b>OTHER</b>			
SPIRIT COORDINATOR	963		
ATHLETIC DIRECTOR	1,713		

**Teachers' Salary Guide  
2015-2016**

Step	Step	BA	BA+15	MA	MA+30	Doc
1-2	A	47,166	48,516	49,916	51,916	53,916
3	B	48,299	49,649	51,049	53,049	55,049
4-5	C	49,419	50,769	52,169	54,169	56,169
6-7	D	50,538	51,888	53,288	55,288	57,288
8	E	51,697	53,047	54,447	56,447	58,447
9	F	52,898	54,248	55,648	57,648	59,648
10	G	54,098	55,448	56,848	58,848	60,848
11	H	55,300	56,650	58,050	60,050	62,050
12	I	56,502	57,852	59,252	61,252	63,252
13	J	58,110	59,460	60,860	62,860	64,860
14	K	59,792	61,142	62,542	64,542	66,542
15	L	61,668	63,018	64,418	66,418	68,418
16	M	63,543	64,893	66,293	68,293	70,293
17	N	65,694	67,044	68,444	70,444	72,444
18	O	67,845	69,195	70,595	72,595	74,595
19	P	70,593	71,943	73,343	75,343	77,343
20	Q	73,303	74,653	76,053	78,053	80,053
21	R	77,579	78,929	80,329	82,329	84,329

**Teachers' Salary Guide  
2016-2017**

Step	BA	BA+15	MA	MA+30	Doc
A	47,743	49,093	50,493	52,493	54,493
B	48,870	50,220	51,620	53,620	55,620
C	50,043	51,393	52,793	54,793	56,793
D	51,204	52,554	53,954	55,954	57,954
E	52,363	53,713	55,113	57,113	59,113
F	53,565	54,915	56,315	58,315	60,315
G	54,809	56,159	57,559	59,559	61,559
H	56,052	57,402	58,802	60,802	62,802
I	57,297	58,647	60,047	62,047	64,047
J	58,542	59,892	61,292	63,292	65,292
K	60,208	61,558	62,958	64,958	66,958
L	61,950	63,300	64,700	66,700	68,700
M	63,895	65,245	66,645	68,645	70,645
N	65,836	67,186	68,586	70,586	72,586
O	68,066	69,416	70,816	72,816	74,816
P	70,294	71,644	73,044	75,044	77,044
Q	73,141	74,491	75,891	77,891	79,891
R	78,156	79,506	80,906	82,906	84,906

**Teachers' Salary Guide  
2017-2018**

Step	BA	BA+15	MA	MA+30	Doc
A	48,519	49,869	51,269	53,269	55,269
B	49,684	51,034	52,434	54,434	56,434
C	50,857	52,207	53,607	55,607	57,607
D	52,078	53,428	54,828	56,828	58,828
E	53,286	54,636	56,036	58,036	60,036
F	54,493	55,843	57,243	59,243	61,243
G	55,743	57,093	58,493	60,493	62,493
H	57,037	58,387	59,787	61,787	63,787
I	58,331	59,681	61,081	63,081	65,081
J	59,628	60,978	62,378	64,378	66,378
K	60,923	62,273	63,673	65,673	67,673
L	62,657	64,007	65,407	67,407	69,407
M	64,470	65,820	67,220	69,220	71,220
N	66,494	67,844	69,244	71,244	73,244
O	68,515	69,865	71,265	73,265	75,265
P	70,835	72,185	73,585	75,585	77,585
Q	73,153	74,503	75,903	77,903	79,903
R	78,932	80,282	81,682	83,682	85,682

**Longevity Schedule**

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

Beginning 20-25 years = \$1,250

Beginning 26-30 years = \$1,500

Beginning 31 + years = \$1,750