

AGREEMENT

between

FARMINGDALE BOARD OF EDUCATION

Farmingdale, New Jersey

and

FARMINGDALE TEACHERS ASSOCIATION

2022-2023

2023-2024

2024-2025

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PREAMBLE

This agreement entered into this 19th day of July, 2022 by and between the Board of Education of Farmingdale - the city of Farmingdale, New Jersey, hereinafter called the "Board", and the Farmingdale Teachers Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Farmingdale School District is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I: RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel under contract, excluding: any administrative staff member, secretarial or clerical staff, custodians, and substitute teachers.

B. UNLESS OTHERWISE INDICATED, the term "Teachers", when used hereinafter in the Agreement, shall refer to all professional certified personnel represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II: NEGOTIATION PROCEDURE

A. 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. Parties will discuss guidelines at the first meeting. Negotiations shall begin no later than January 31st of the calendar year preceding the calendar year in which this agreement expires. If no demands are submitted by both parties by January 31st, the contract will be automatically renewed for one more year.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and also make proposals and counter proposals. The Board shall make available to the Association for inspection all pertinent records, data, and information of the Farmingdale School District. Not later than February 28 of each year, the Board shall provide the Association with a complete tentative line item budget for the next fiscal year.

C. 1. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

2. The Association Negotiation Committee shall consist of no more than five (5) members of the Association and one (1) consultant. The Board of Education Negotiation Committee shall consist of no more than two (2) members of the Board of Education, one consultant, and Board Secretary or the Superintendent of Schools.

D. 1. Representatives of the Board and the Association's Negotiating Committee shall meet at a mutually agreeable date when either party wishes to for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the Teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

4. Should a mutually acceptable tentative amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the full Board at a regular or special meeting.

5. Each side agrees and reserves the right to have a non-employee and/or a non-Board Member negotiates at any time during the bargaining process by notifying the other side at least two weeks in advance of the meeting.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement and established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

H. 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 and approved by the full Board at regular or special meeting.

ARTICLE III: FARMINGDALE SCHOOL GRIEVANCE PROCEDURE

A. Definitions

Grievance Procedures — A grievance is a claim by a teacher or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting terms and conditions of employment. Public employers shall negotiate written policies setting forth grievance procedures by means of which their employees or representatives of employees may appeal the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them, provided that such grievance procedures shall be included in any agreement entered into between the public employer and the representative organization. Such grievance procedures may provide for binding arbitration as a means for resolving disputes. Request for arbitration must be done so in writing.

Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels.

B. -Chief School Administrator (CSA)

1. A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than fifteen (15) school days following its occurrence or the time when he should have known about it. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances promptly. A grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred. During extended school breaks, the time frames in this grievance procedure shall be suspended until such time as the above mentioned breaks are concluded. These breaks are as follows: Christmas, spring, midwinter, and summer.
2. A grievant may present and process his grievances personally or through an appropriate representative. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing, he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
3. No reprisals shall be taken by the Board or administration against any employee because he utilizes the grievance procedure.
4. Should a grievance result from action taken by the Chief School Administrator (CSA), the grievant may initiate the grievance at Step Three. Should a grievance result from action taken by the Board, it may be initiated at Step Four.

C. Procedure

Step One:

(a) A grievant may initially discuss the matter identified as a grievance with the school Chief School Administrator (CSA) in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, subsection 1.

(b) A grievant shall file his grievance in writing by presenting the written grievance to Chief School Administrator (CSA) and the Farmingdale Teachers Association. The written grievance shall specify the following:

- the date of the occurrence giving rise to the grievance
- the date the grievance is filed
- the nature of the grievance
- the specific provisions of the contract or specific board policies allegedly violated
- the remedy being sought
- require all documents supporting grievance to be attached

Step Two:

(a) The grievant and Chief School Administrator (CSA) shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which it is filed.

(b) Chief School Administrator (CSA) shall communicate his/her decision in writing to the grievant no later than ten (10) school days following the hearing. A copy of the decision shall also be forwarded at the same time to the Chief School Administrator (CSA) and the Farmingdale Teachers Association.

Step Three:

(a) If the grievance has not been resolved at Step Two of the procedure, or if Chief School Administrator (CSA) has not communicated his/her decision in writing to the grievant as provided in Step Two, the grievant may request a hearing with the Chief School Administrator. The request shall clearly explain the grievance and be made in writing not later than ten (10) school days following Chief School Administrator (CSA) decision or if no such decision has been communicated, then not later than ten (10) school days following the expiration of the ten (10) school day period provided in subsection b, Step Two.

(b) The grievant and the Chief School Administrator shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the hearing was requested. The grievant may have a representative of his/her choosing at this hearing and a representative of the Association may be present.

(c) The Chief School Administrator shall communicate his/her decision in writing to the grievant not later than ten (10) school days following the hearing. A copy of the decision shall also be forwarded at the same time to the Farmingdale Board of Education and the Farmingdale Teachers' Association.

Step Four:

- (a) If the grievance has not been resolved at Step Three of the procedure, or if the Chief School Administrator (CSA) or his designated representative, has not communicated his/her decision in writing to the grievant as provided in Step Three, the grievant may request a hearing with the Board or its representatives. The request shall clearly explain the grievance and be made in writing not later than ten (10) school days following the Chief School Administrator (CSA), or his designated representative's decision or if no such decision has been communicated, then not later than ten (10) school days following the expiration of the ten-school day period provided in subsection b, Step Three.
- (b) The grievant and the Board or its representatives shall meet in an attempt to resolve the grievance not later than thirty (30) school days following the date on which the hearing was requested. The grievant may have representatives present when his/her grievance is reviewed by the Board or its representatives.
- (c) The Board shall communicate its decision in writing to the grievant not later than thirty (30) school days following the hearing. A copy of the decision shall be forwarded at the same time to the Chief School Administrator (CSA) and the Farmingdale Teachers' Association. Unless the grievance involves an interpretation of this contract, the decision of the Board is final.

Step Five:

- (a) In the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to binding arbitration. The grievant shall request, in writing, that the Farmingdale Teachers' Association submit his grievance to arbitration. If the Farmingdale Teachers' Association decided the grievance is meritorious, it may submit the grievance to arbitration. A request for arbitration shall be made by the Farmingdale Teachers' Association in writing no later than five (5) school days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the Teachers' Association shall mutually agree upon a longer time period within which to assert such a demand.
- (b) The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board of Education.
- (c) The arbitrator shall have no power or authority to add to, subtract from, change, or modify any of the terms of this agreement.
- (d) Within five (5) school days after the Farmingdale Teachers' Association shall have delivered the written request for arbitration, the Board and the Farmingdale Teachers' Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment

Relations Commission in the selection of an arbitrator.

(e) The arbitrator so selected shall confer with the representatives of the Board and the Farmingdale Teachers' Association and hold hearings promptly, and he/she shall issue his/her decision not later than twenty (20) days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding.

(f) The costs for the services of an arbitrator, including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expenses.

ARTICLE IV: TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental powers under the color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or any other laws of New Jersey or the constitutions of New Jersey and the United States that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates; his/her participation in any legal activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment. Any activities of the Association must be held before school hours, during lunch hour, or after the closing of school.

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

C. Whenever any teacher is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment, or the salary of any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Upon request, the teacher may also have a representative from the New Jersey Education Association present at the meeting. Any suspension of a teacher pending charges shall be without pay. If suspension ends in favor of the teacher, pay will be retroactive. If charges are upheld by the Board, pay will be forfeited for the period of suspension.

D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. The parties agree that in accordance with the provisions of Chapter 303, Public Laws 1968, proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representatives before they are established.

F. Teachers are entitled to attend at least one in-service per year at an out of district workshop. The Board will set aside \$150 per teacher for this purpose. The workshop must be approved by the Chief School Administrator and must be relevant to the teachers' assigned teaching duties.

G. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had two full school days to review such material and affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written rebuttal to such material, and said answer shall be attached to the file copy within 10 days.

All employees have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. Employees are entitled to have a Representative(s) of the Association accompany them during such review in the presence of the Business Administrator or the Chief School Administrator at a time mutually agreeable to the employee and BA or CSA. Employees have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. However, the Board is under no obligation to remove or otherwise dispose of those documents and/or other materials to which the Employee has objected.

The Board agrees to protect the confidentiality of personal references, and other similar documents, and the Board shall not establish any separate personnel file which is not available for the employee's inspection.

H. If a parental concern regarding a teacher arises, the chain of command will be followed as per Board policy.

I. No employee shall be disciplined without just cause. Any such action shall be subject to binding arbitration. Request for arbitration must be done so in writing.

ARTICLE V: ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district normally available to the public, according to the law, including, but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, names and addresses of all teachers, and such other information as shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any teacher 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 Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Prior notification shall be required.

D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Superintendent/Chief School Administrator shall be notified in advance of the time and place of all such meetings. Prior approval shall be required.

E. The Association shall have the right to use school facilities and equipment, including typewriters, computers and associated technology, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The Association shall pay for any damage or breakage to school property or equipment, excluding normal wear and tear, and if janitorial services are needed, the cost shall be borne by the Association.

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE VI: TEACHER WORK YEAR

The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend additional days of orientation) shall be a 185 day period between September 1st and June 30th.

Of the above period, 180 days shall be used for instructional purposes. The five additional days of the in-school work year shall be used for the following:

1. 1/2 day for opening of school
2. 4 1/2 days in-service training, professional work, or curriculum work at any time during the defined school year. These shall be scheduled within the school year at the discretion of Chief School Administrator (CSA) and incorporated within the school calendar.

The five additional days of in-school duty shall apply to both full-time and part-time teachers; however if part-time teachers work on any day in excess of their normal work hours, the part-time teachers shall be compensated at the rate of \$35.00 per hour for all excess time worked.

Full and part-time teachers are required to attend three (3) night meetings in the work year which shall not exceed two hours in length. Notification of meetings shall be given two (2) weeks in advance of the meetings. The three night meetings shall consist of one (1) parent conference night and one meeting for "Back to School Night". One meeting is to be assigned at the discretion of the Board of Education. The teachers work day shall be a one-session day on the day of the parent conference meeting. Teachers not having scheduled evening parent conferences shall work their normal work day and not be required to attend the evening parent conference meeting. If conferences exceed the allotted time, compensation time, pay, or guest teacher coverage to complete conferences (in person or by phone call) will be given to the teacher.

Any additional evening meetings that teachers attend that are the result of a program they have volunteered for and at the discretion of Chief School Administrator (CSA) shall be compensated at the rate of \$35.00 per hour.

All full-time teachers will be able to leave after all students have left on the following shortened days: the day before Thanksgiving, the last day of school before Winter break, and the last day of school before Spring break.

Administration is willing to provide documentation by September 15 of each year to specify the time Part time employees are able to leave on the three days noted above only. Any weather related and delayed openings or early dismissals do not apply.

ARTICLE VII: TEACHING LOAD

A.

1. No later than June 1st of each school year, the Superintendent/Chief School Administrator shall deliver to the Association, and post in all school buildings, a list of the known vacancies which shall occur during the following school year. In addition, the Superintendent/Chief School Administrator shall deliver to the Association, and post, for a minimum of five days, in all school buildings, a notice of any vacancy which shall occur at any time during a school year, when such vacancy occurs, unless emergency conditions do not permit timely posting. This clause shall apply to any available professional position of employment within the school district, with the exception of home instruction. (Professional indicates one who needs a certificate.)

2. Any teacher interested in applying for any vacancies which may occur during any extended school year breaks may indicate their intentions in writing to Chief School Administrator (CSA). During extended breaks the Chief School Administrator will notify the FTA representative of the vacancy and a phone chain will be initiated.

B.

Each full time teacher shall be provided with six (6) uninterrupted preparation periods each week. Split preparation times are only scheduled this way when necessary and the schedule does not allow a 40 minute preparation block. The district will provide draft schedules to the FTA leadership each year for review and collaboration prior to distribution. If FTA is not satisfied then FTA leadership, superintendent, and scheduler will meet to discuss. Scheduling will allow for four (4) days with one preparation period and one (1) day with two (2) preparation periods. If the scheduling does not allow one preparation period a day, not more than two preparation periods can be scheduled in one day. No preparation period shall be interrupted without teacher approval except for scheduled parent conferences; scheduled child study team, Intervention & Referral Service and 504 meetings; scheduled administrator/teacher evaluation discussions; scheduled administrator curriculum discussions; and/or scheduled administrator, teacher, student, or parent concern discussions. If a teacher misses more than one prep (for an CST, I&RS, PIRT, or 504 meeting only) in any one week they will be compensated at the contracted hourly amount or comp time equal to the time lost.

C.

The teacher workday is seven (7) hours for a full-time teacher beginning at 8:25 a.m. and ending at 3:25 p.m. including a duty-free lunch period of thirty (30) minutes. Part-time teachers will be assigned on a yearly basis, as per Board policy.

There will be a maximum of three hundred and fifty (350) minutes of pupil contact time per school day for each teacher including instructional time, lunch duty and homeroom/arrival/dismissal duties. Instructional time will not exceed 325 minutes per day.

In addition to the above teacher workday, full- time teachers-shall be required to attend staff meetings for a period not to exceed nineteen (19) hours per year. This time shall be scheduled and assigned by and at the discretion of the administration for staff meetings

and/or in-service training, but at least a two week advance notice must be given. Part-time teachers returning for staff meetings and/or in-service training are obligated to attend the same percentage (%) of hours as the percentage (%) of thirty-five (35) hours that they work; thirty-five representing a full-time position; attendance for meetings and in-service will be at the discretion of the Superintendent and any additional time over and above the part-time percentage (%) will be paid at the rate of \$35.00 per hour. In case of an emergent situation, this two (2) week notice could be waived after consultation with, and approval of, the Association leadership. If a staff member is unable to attend such an emergent meeting due to prior commitments, he/she will not be penalized for being unable to attend. In addition, teachers will also be required to attend two (2) additional in-service days,(as stated in Article VI, item 3) to be used for curriculum, in-service training, or articulation.

An absence from attendance at a staff meeting will only be excused if a teacher is not working in the school building on the day of the professional meeting; or is on sick leave pursuant to Article XV; or is out of the building on an approved personal or professional day as provided for in this contract. If a teacher is absent from a staff meeting for any other reason, the teacher must secure the advance approval for such absence from the school principal. In the event a meeting shall be held for the purpose of in-service instruction, all absent teachers must view the meeting on a video tape, when available, maintained by the employer and submit the same report as teachers in attendance at the meeting. The absent teacher will not be compensated for the time spent in viewing the video tape or preparing the report, however, the time spent viewing the video tape shall be credited towards hours of attendance at staff meetings. In the event the meeting missed by the absent teacher does not involve in-service instruction, the absent teacher shall be responsible for reading the minutes of the meeting, when available. If any question should occur with respect to such minutes, the responsibility for ascertaining the appropriate information shall rest with the absent teacher.

ARTICLE VIII: TEACHER EMPLOYMENT

A. The Board will endeavor to hire only fully certified teachers holding standard certificates, or Letter of Eligibility, or Letter of Eligibility with Advanced Standing issued by the New Jersey State Board of Examiners for every full-time classroom teaching assignment.

B. The Board, in its sole discretion, shall control the placement of any newly hired teacher on the salary guide provided; however, the placement of such teacher on the salary guide shall not exceed the years of the person's certified teaching experience.

C. Teachers with previous experience in the Farmingdale School District shall, upon returning to the system, receive full credit on the salary guide at or above that which they left.

D. Previously accumulated unused leave days will be restored to all who are called to military service.

E. Teachers shall be notified of their contract and salary status for the ensuing year not later than May 15th.

ARTICLE IX: SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in the salary guide attached hereto and made a part thereof.

B. The salary increments or adjustments specified in this guide are not automatically granted, but are conditioned upon the recommendation of the Superintendent/Chief School Administrator as delineated in the policies of the Board of Education.

C. 1. Additional pay for additional duties is established as \$35.00/hour. All additional duties must be posted yearly for a minimum of five days, or in the event of a vacancy prior to the end of a school year, at such time the vacancy occurs and may be applied for by any certified teaching staff member.

If no certified staff member applies for any paid positions listed herein or created and agreed to by the parties, the Board will then advertise such positions outside of the district for a period of two weeks, or longer. If no applicants are found and hired for these positions, the Board may then assign said positions to certified staff members in the reverse order of district seniority.

2. Any program which is to be implemented, or is implemented, requiring additional hours of training beyond the school day, said teacher attendance shall be voluntary and compensation shall be at the rate of \$35.00/hour for any hour of training received. Once accepted into the program the teacher will meet the program's attendance requirements unless released from said attendance requirements by the school administration.

3. If the occasion arises when the Chief School Administrator and the other administrator are out of the building, the designated Teacher in Charge shall receive an additional stipend of \$50.00 per day.

D. Incentive categories are added to the salary guide, as per attached salary guides.

E. The Board will reimburse each teacher for up to 6 graduate credits per fiscal year taken as part of a specific degree or certification program at a regionally accredited institution as defined in P.L. 2010, Chapter 13 per year. Payment will be made within 60 days of submission to the District of proof of payment and a receipt of a grade of B or better. Payment of tuition shall be limited to the actual tuition costs incurred by the teacher but shall be capped at the current per credit rate at Rutgers University. All credits must have the prior written approval of the Superintendent/ Chief School Administrator. Full-time teachers hired after July 1, 2008 will not be eligible for tuition reimbursement until after three years of service in the district. Part-time teachers hired after July 1, 2008 will not be eligible for tuition reimbursement until after three years in the district, and then, they will be reimbursed at a percentage (%) commensurate with the percentage (%) of thirty-five (35) hours that they work; thirty-five (35) representing a full-time position.

Any credits outside of teaching methods or the K-8 curriculum must be approved by the Superintendent/Chief School Administrator.

In order to receive educational incentives, teachers must submit proof of course completion with a grade of B or better. Approval for the payment of educational incentives will be placed on the agenda of the next board meeting and payment will begin on a pro-rated basis the month following board approval. Payment of educational incentives for course work after April 15th will not be paid until the following September.

F. When contracted teachers are used as substitutes, the pay rate for substituting shall be \$35.00 per period. The Superintendent/Chief School Administrator shall have the option of granting, at the teacher's request, compensatory time off equivalent in duration to the time worked as a substitute in lieu of the \$35.00 per period.

G. Teachers required to provide turn-key training to their colleagues shall be given release time to prepare for the training. The amount of release time required shall be determined jointly by the teacher-presenter and the Chief School Administrator. Any materials, supplies, office equipment and/or audio visual needs shall be provided by the Board, subject to the Chief School administrator's approval. The teacher-presenter shall receive comp time for all actual hours spent in the final presentation.

H. In situations of "pay to play," the amount of money that the Board charges each parent for his/her child's participation must be sufficient so that the teacher will receive at least the negotiated hourly rate for work beyond the regular school day. If the fee does not generate enough money for the previously stated per hour payout, the Board will have the option of cancelling the program, or paying the balance to ensure that the teacher is compensated as required.

I. A teacher shall be compensated for extra time worked beyond the teacher's contractual day, in accordance with existing practice. Prior written approval of the superintendent or his/her designee granting compensatory time is required. A teacher may use compensatory time for part of, or a full school day, with the approval of the superintendent. Only the equivalent of two school days (14 hours) of compensatory time can be carried over to the following school year.

ARTICLE X: BENEFITS

A. Each teacher hired prior to 1 July 2008 is entitled to full family health coverage with the New Jersey State Health Benefits Plan provided that teacher teaches twenty-five (25) hours or more per week. Beginning July 1, 2008, any newly hired teacher will receive single medical, prescription, dental, and optical coverage for the first three (3) years of employment. Employees with single coverage may purchase dependent coverage at the group rate. After the first three (3) years, each teacher is entitled to full family health, prescription, and dental coverage with the New Jersey State Health Benefits Plan provided that teacher teaches twenty-five (25) hours or more per week. In the event of a change in carrier, coverage will be equal to or better than the current plan. The Board of Education will provide prescription coverage through the Reimbursement Prescription Program of the State Health Benefits Plan. Employees will make contributions to their medical coverage in accordance with state law.

B. Family Dental Insurance. The Association and Board agree to cap the insurance rates payable by the Board at the amounts in effect on June 30, 1990 for the Dental Insurance only. There will be no cap on the other health benefits offered and paid for by the Board. Any increase or decrease in the Dental Insurance rates effective July 1, 1990 beyond the June 30, 1990 cap shall be mutually borne and paid for by the Board and employee.

C. Optical Plan. Single optical coverage will be provided by the Board of Education, with the Board of Education paying 100% of the cost of the premiums.

D. Major Medical deductibles are outlined in the State Health Benefits Program "Summary Program Description".

ARTICLE XI: PAYROLL DEDUCTION

Payroll deduction will be administered by the First Financial Credit Union under the following conditions:

1. The sum to be deducted shall be authorized by the teacher.
2. The authorization shall be executed and forwarded to the Credit Union at the same time a teacher signs his contract for the forthcoming year.
3. An authorization cannot be revoked for the term of the school year.

ARTICLE XII: TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, and room assignments for the forthcoming year not later than May 30th unless unusual circumstances intervene, such as the death, termination, or resignation of a teacher, or the incapacity of a full-time teacher.
- B. In the event that changes in such class or subject assignments are proposed after May 30th, the teacher affected shall be notified promptly in writing.
- C. In the event a classroom change is required between July 1 and the start of the new school year, the teacher will be given comp time or payment at the negotiated hourly rate, not to exceed seven hours.
- D. Administration will do their best to provide a tentative class schedule and or teacher assignment for the upcoming school year by August 15th of each year. However, since the district custom makes each schedule in order to properly address special education needs, this tentative schedule may be revised for many reasons, including new students registering up to the start of school.

ARTICLE XIII: VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. No later than May 1st of each school year, the Superintendent shall deliver to the Association and post in all school buildings, a list of the known vacancies which shall occur during the following school year.

B. Teachers who desire a change in grade and/or subject assignments may file a written statement of such desire with the Superintendent no later than June 7th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference.

ARTICLE XIV: ADMINISTRATIVE PROCEDURE CONCERNING THE SUPERVISION AND EVALUATION OF TEACHERS

The Board recognizes the importance of implementing a program for the evaluation of tenured teaching staff members in accordance with State Law. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, and audio systems, and similar surveillance devices by the Board of Education, Chief School Administrator, Business Administrator, or any agent of the Board, without the permission of the employee is strictly prohibited, subject to any State legislation that would make the Board's compliance with this provision impossible.

Teachers will be supervised and evaluated in accordance with the regulations set forth in TeachNJ and AchieveNJ as per PL 2012: 18A6-117.

ARTICLE XV: SICK LEAVE

- A. All full-time teachers employed shall be entitled to ten (10) sick leave days and two (2) family illness days each school year, as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Unused family illness days shall be converted to cumulative sick leave days at the end of each school year.
- B. The number of accumulated sick leave days shall be made known to each teacher with the issuance of the first September paycheck.
- C. For part-time teachers, sick leave will be granted according to percentage of time worked. Teachers engaged in the morning/afternoon session only shall be entitled to as many mornings/afternoons in each category as days to which full-time teachers are entitled.
- D. Any sick leave days over the Board allotted sick leave as provided for herein must be requested from the Board in writing. Verbal authorization may be granted in an emergency situation by the Chief School Administrator/Superintendent, followed by a letter of explanation to the Board. If the request is approved, substitute's pay shall be deducted only; if the request is denied, 1/200th of the annual salary shall be deducted.
- E. Payment for accumulated sick leave at retirement will be paid at the rate of sixty (\$60) dollars a day, up to a maximum of 100 days accumulated. The employee must have been employed by the Farmingdale Board of Education for a minimum of ten (10) years to be eligible. Minimum retirement age would be fifty (50). The employee would have to notify the Board of Education by December of the pre-budget year so the Board could allow funds in the budget for this purpose.
- F. 1. The Superintendent of Schools will review each teacher's attendance record on a monthly basis and conduct a conference with any teacher whose record indicates:
- a. A pattern of absences taking place on the same day(s) of the week, or before and after non-working days.
 - b. Absences in excess of the year's allocations.
 - c. Accumulated sick leave has been habitually exhausted. Mitigating or aggravating circumstances may be taken into account.
2. A written summary of the conference will be recorded: said record may be used in the annual evaluation and attendance improvement may be part of the professional growth plan.
3. Excessive absences may be considered in determining whether to renew or dismiss a non-tenured teacher.
4. A physician's written statement certifying disability may be required after two (2) consecutive days of sick leave claimed.
5. Sick days used immediately preceding or following personal business days require a licensed physician's note.

ARTICLE XVI: TEMPORARY LEAVES OF ABSENCE

A. Up to five (5) consecutive days, which are not cumulative, will be allowed during a school year for each death in the immediate family of a teacher. Additional leave may be granted at the discretion of the Board. The immediate family is defined as: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, sister, brother, wife, husband, child, unborn child, stillbirth, (including miscarriage), mother, father, grandparents, step-children, and step-parents. Bereavement will also include grand-parents-in-law, aunts and uncles up to two (2) consecutive days. In addition approval may be granted by the Chief School Administrator/Superintendent for family deaths not listed above.

B. Four (4) school days will be allowed during a school year for personal business use. Up to three (3) unused personal days shall be converted to cumulative sick days at the end of each school year.

For part-time teachers, personal days will be granted according to percentage of time worked.

1. Four (4) days a year of leave may be used for the purposes described in Sections 2, 3, 4, and 5 below. This leave shall be non-cumulative. On two of the four days utilized for personal leave, a teacher shall be required to provide the Chief School Administrator with seventy-two (72) hours advance notice of the taking of the personal leave. The remaining two days may be used for emergency purposes without prior notification to the Chief School Administrator.

2. Business means an activity that requires the employee's presence during the school day and is of such a nature that it cannot be attended to at a time when school is not in session.

3. Personal refers to matters when an absence from duty is necessary for the welfare of the employee or his family, or observance of a religious holiday that is listed on the Commissioner of Education's Annual State List of religious holidays.

4. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside of the school day.

5. The employee may use these leave days in any necessary combination.

C. All absences other than death in the immediate family or illness of the teacher shall be considered as personal business.

D. Teachers engaged in the morning/afternoon sessions only shall be entitled to as many mornings/afternoons in each category as days to which full-time teachers are entitled.

E. Any personal leave days over the Board-allotted leave must be requested from the Board, in writing. Verbal authorization may be granted in an emergency situation by the administration, followed by a letter of explanation to the Board. If the request is approved, substitutes pay only shall be deducted; if the request is denied, 1/200th of the annual salary will be deducted.

F. Beginning with the 1995/96 school year the Board of Education will grant an unpaid leave of absence to teachers at the discretion of Chief School Administrator. Language regarding this matter includes the following:

- a. One leave may be granted every 3-5 years.
- b. Upon his/her return, one's seniority will be held in regard to longevity and the salary guide.
- c. Reimbursement will be made by the Board of Education for pre-approved courses and incentives based upon completion of course work.
- d. Must be in the employ of the Farmingdale Board of Education at least 5 years before applying for a sabbatical.
- e. No benefits will be paid during the sabbatical.

ARTICLE XVII: EXTENDED LEAVE OF ABSENCE

A. POLICY PERTAINING TO MATERNITY & PATERNITY LEAVE

1. The Board of Education shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities, as set forth in N.J.S.A. 18A:30-6 et seq and this agreement.
2. The following guidelines shall be employed in the case of employee pregnancy:
 - a. The employee who becomes pregnant shall notify the Board of her condition.
 - b. The employee may request unpaid leave of absence to prepare for maternity and/or to care for her child. Such leaves are subject to Board discretion and to Board policy on unpaid leaves of absence. The employee on voluntary leave of absence is not eligible for sick leave pay when disability does occur. No pregnant employee can be required to take an unpaid leave of absence.
3. The employee who remains in her position and becomes disabled during her pregnancy shall be granted the same temporary disability benefits of sick leave pay with its possible extension pursuant to the N.J.S.A. 18A:30-6. The Board may require medical certification of such disability.
4. The Board may require that a pregnant employee be placed on sick leave if:
 - a. The performance of her duties had declined substantially from such performance during the time immediately preceding her pregnancy; or
 - b. her physical capacity is such that continued performance of her duties would impair her health. Such incapacity must be established by one of the following:
 - (1) Failure of the employee to produce medical certification of her illness; or
 - (2) The agreement of the employee's physician and a physician appointed by the Board; or
 - (3) The concurrence in a finding of incapacity by an impartial third physician who may be appointed by the county medical society or by the consent of the examining physician in (2) above.
5. No employee absent on temporary disability for reasons associated with pregnancy may return to work without presentation of documentation-from a licensed physician.
6. The Board may presume that a pregnant employee is disabled for work one month before the anticipated date of childbirth. The employee is then eligible for sick leave benefits, except that the employee who continues to present documentation from a licensed physician may continue her duties.
7. Upon the conclusion of the pregnancy, the employee is presumed to be disabled for a recuperative period of 4 weeks during which she may continue to receive the sick leave pay to which she is entitled.-An employee is required to produce a certificate per/from a physician in support of the requested leave dates. Where the projected disability period exceeds (4) weeks in

either the prenatal or postnatal period, the employee's physician shall give specific reasons for the period so certified.

8. An employee whose pregnancy has been terminated may remain on sick leave beyond the period granted in paragraph 7 above and is eligible to receive the sick leave pay to which she is entitled or, if she has exhausted her entitlement, that which the Board in its discretion may grant her in accordance with statute, so long as she continues to present medical certification of her disability.

9. It is recognized that a teacher's maternity leave application involves both a disability and a child care phase. The disability phase is that length of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the teacher which follows the disability phase during which time the teacher voluntarily suspends her teaching career to care for the newborn child.

a. Disability Phase - Any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon ninety (90) days notice to the Board, the teacher shall specify, in writing, the date on which she wishes to return to work after the birth. The Board shall require any teacher to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period, as certified jointly by the teacher's and Board's physicians may be applied against accumulated leave time at the option of the teacher.

b. Child-Care Phase - Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes as defined above, the tenured teacher shall be granted, at their discretion, a leave for 335 days. Any further extensions of child-care leave shall be discretionary with the Board of Education. Paternity leave for child-care purposes will be granted the same as above.

The Board need not grant nor extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which leave is obtained.

Any teacher desiring to utilize the provisions for the Child-Care Phase shall notify the Board of Education on or before March 15th of the school year in which the birth occurs whether the teacher desires to take leave up to 335 days.

c. Upon request from the petitioning teacher, the Board may grant a waiver to this provision.

10. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return, except as is provided herein. Nothing obtained in this Article shall be construed to preclude the Board from requiring any teacher, after the birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties.

A teacher returning from parent leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled. Nothing

contained herein shall be construed to require the Board to grant tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

B. POLICY PERTAINING TO MILITARY LEAVE

1. Military leave without pay shall be granted to any teacher who is inducted or who enlists in any branch of the armed forces of the United States in a period of armed conflict with aggressor nations.
2. This military leave is for the time of the armed conflict, extending for a period of three months afterward, or for a period of three months after the time of discharge if the teacher is recovering from any wound or sickness resulting from engaging with the enemy.
3. This time period will not be extended beyond two (2) years of the conclusion of the armed conflict with an aggressor nation.

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

A. The Board of Education shall honor this contract and shall carry out the commitments contained herein for the full term of the contract.

B. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement.

C. 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 and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIX: DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2022, and shall continue in effect until June 30, 2025, subject to the Association's right to negotiate over a successor agreement as provided in Article II.

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

Farmingdale Teachers' Assoc.

Farmingdale Board of Education

BY: _____

BY: _____

BY: _____

BY: _____

DATE: _____

DATE: _____

Co-Curricular Guide

Stipend Positions

Graduation Advisor - \$400

Overnight Trip Reimbursements - \$175 (one night) \$350 (two nights)

Safety Patrol Advisor -\$300

Student Council Advisor -\$1,500

Testing Coordinator -\$1600

Yearbook Advisor \$800

Middle School Trip and Fundraising Coordinator(s): \$500

\$35/hour Positions

Cheerleading Coach - 2 days per week/1 hour per day

Chess Club Advisor - 1 hour per week

Academic Support Advisor-2 days per week/45 minutes per day

Scrap Book Club Advisor -1 hour per week

Basketball -1.5 hours

Band-1.0 hours

Community Computer Program - 4.0 hours X 10 weeks

The Board has the right to discontinue any of these activities at any time.

Addendum:

Farmingdale Teacher's Associate will choose one (1) paid day off from the following days:

For the 2022/2023 School year: President's Day or Martin Luther King, Jr. Day

For the 2023/2024 School year: Columbus Day, President's Day, or Martin Luther King, Jr. Day