

**PREAMBLE**

1. This agreement entered into this first day of July 2009 though the 30<sup>th</sup> day of June, 2012 by the Board of Education of the Borough of Califon, hereinafter referred to as the “Board” and the Califon Education Association, hereinafter referred to as “Association”.
  
2. Whereas, the parties have reached a certain understanding 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. **Unit**

The Board hereby recognizes, the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certificated teachers under contract to the Board.

B. **Definition of Teacher**

Unless otherwise indicated, the term “teacher”, when used hereinafter in this Agreement, shall refer to all professional certificated employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

**ARTICLE II**

## **GRIEVANCE PROCEDURE**

### A. **Definitions**

#### 1. Grievance

A “grievance” is a claim by a teacher or the Association based upon the interpretation, application, or violation of this agreement, policies or administrative decision affecting a teacher or a group of teachers.

#### 2. Aggrieved person

An “aggrieved person” is the person or persons or the 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 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 the procedure.

**ARTICLE II - GRIEVANCE PROCEDURE - Cont'd**

C. **Procedure**

1. **Time Limits**

The number of days indicated at each level is to be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. **Year-end Grievances**

In the event 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, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest; the time limits 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 is practicable.

3. **Level One – Chief School Administrator**

A teacher with a grievance shall first discuss it with the Chief School Administrator, either directly or through the Association's designated representative with the object of resolving the matter informally.

**ARTICLE II. C - GRIEVANCE PROCEDURE - Cont'd**

4. Level Two - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, The Association shall refer to the Board of Education.

5. Level Three - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, he may, within five (5) school days after a decision by the Board of Education, or fifteen (15) schools days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the 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 may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be advisory to the Board and the Association.
- d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

## **ARTICLE II - GRIEVANCE PROCEDURE - Cont't**

### **D. Rights of Teachers to Representation**

#### **1. Teacher Association**

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

### **E. Miscellaneous**

#### **1. Group Grievances**

If, in judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Chief School Administrator and the normal grievance procedure shall be followed.

#### **2. Written decisions**

Decisions rendered at every level shall be submitted in writing. The reasons for those decisions shall be transmitted in writing to the aggrieved person or group at his or its request.

#### **3. Separate Grievance File**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.

**ARTICLE II. E - GRIEVANCE PROCEDURE - Cont'd**

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representative, heretofore referred in this articles.

**ARTICLE III**

**TEACHER RIGHTS**

A. **Released time for meetings**

Whenever any representative of the Association or any teacher participants during working hours in negotiations, grievance proceedings or in conferences, or meetings approved by the Chief School Administrator, he shall suffer no loss in pay.

B. **Use of School Building**

Upon prior approval of the Chief School Administrator, the Association and its representatives may have the right to use the school building at all reasonable hours for meetings.

**ARTICLE III – TEACHER RIGHTS – Cont’d**

C. **Use of School Equipment**

Upon prior approval of the Chief School Administrator, the Association may have the right to use school facilities and equipment, including duplicating 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 actual cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

**ARTICLE IV**

**SICK LEAVE**

A. **Accumulative**

All teachers employed shall be entitled to ten (10) sick leave days each school year, as per Title 18A:30-2. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. **Notification of Accumulation**

Teachers shall be given a written notice of accumulated sick leave no later than June 30<sup>th</sup> of each year.

C. **Credit for unused sick leave**

Upon retirement, and proper request, a teacher may receive compensation for unused sick leave which has been accumulated during employment by the Board. Compensation for unused sick leave will be compensated at the rate of \$65.00 per day or the prevailing

**ARTICLE IV. C - SICK LEAVE – Cont’d**

substitute teacher rate of pay per diem, whichever is higher, for each accumulated day.

The total compensation will be paid in equal installments over a three year period.

The installments will be paid annually at the time of September salary payments. Written notice of retirement must be received by the Board prior to the last scheduled Board meeting for the month of June preceding the September in which payment is requested to begin. Payments will be made to a beneficiary specified by the teacher.

## **ARTICLE V**

### **TEMPORARY LEAVE OF ABSENCE**

#### **A. Types of Leave**

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each:

##### **1. Personal**

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Any unused personal days shall be allowed to transfer into accumulated sick days.

Application to the Chief School Administrator for personal leave shall be made in writing at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he is taking it under this section. Personal days may not be used during the last week of school.

#### **ARTICLE V. A - TEMPORARY LEAVE OF ABSENCE - Cont'd**

The Chief School Administrator shall use his discretion in approving or

disapproving the request, when the number of requests exceeds two. When the request is denied, the reason for denial shall be written in the form and returned to the applicant.

2. Legal

A teacher shall not suffer loss of pay due to time necessary for court appearances in legal proceedings on behalf of the Board.

3. Death

In case of death of a parent, wife, husband, child, brother, sister, grandparents, grandchildren, mother-in-law, or father-in-law or any relative who lives in the home of the teacher at the time of death or any relative for whom the teacher has prime responsibility for making final arrangements, such teacher shall be excused for a period not to exceed five (5) work days following the death.

4. Good Cause

Other leaves of absence with pay may be granted by the Board for good reasons.

**ARTICLE VI**

**EXTENDED LEAVES OF ABSENCE**

A. **Child Rearing**

1. Natural Birth

The Board shall grant maternity and any subsequent child rearing leave without

**ARTICLE VI. A - EXTENDED LEAVES OF ABSENCE - Cont'd**

pay to a teacher upon request of said teacher. Maternity leave shall commence on a date agreed upon by the teacher and the Board.

2. Adoption

The Board shall grant child rearing leave without pay to a teacher upon request of said teacher. The leave shall commence on a date agreed upon by the teacher and the Board.

B. **Good Cause**

Other leaves of absence without pay may be granted by the Board of good reason.

C. **Extensions**

All extension of leaves shall be applied for and answered with reasons in writing.

**ARTICLE VII**

**HEALTH CARE COVERAGE**

- A. The Board shall pay the premium for each teacher who wishes to participate in health insurance coverage, carrier to be determined by the Board, which shall be equal to or better than the New Jersey School Employees' Health Benefits Program. The Board shall pay one hundred percent (100%) of the premium for the teacher. Health insurance premiums for dependents shall be paid by the Board with a teacher contributing ten percent (10%) of dependent medical coverage.
  
- B. The Board shall pay 100% of the premium for individual or family coverage for prescription drug insurance under the New Jersey School Employees' Health Benefits Program. Employees will pay fifty percent (50%) of the increase in dependent Rx coverage beginning January 1, 2002. The policy shall have a co-pay structure of \$3.00 for generic drugs and \$10.00 for name brand drugs. If the carrier selected by the Board has a higher co-pay structure than what is shown in this paragraph, the Board will reimburse employees for the difference. Requests for reimbursement shall be submitted in December and June of each year. The total of all payments for prescription co-pay reimbursements shall not exceed \$5,000 per school year for the duration of this contract. Health Insurance provided by another carrier must be equal to or better than coverage by the current carrier.
  
- C. The Board shall pay 100% of the premium for individual or full family coverage in the New Jersey State Dental Program, including a rider for child orthodontic. Dental

**ARTICLE VIIC – HEALTH CARE COVERAGE - Cont'd**

Insurance provided by another carrier must be equal to or better than the coverage by the current carrier.

- D. The Board shall pay up to \$50.00 per year for employees only for optical services.

## **ARTICLE VIII**

### **TEACHERS' MEETINGS**

- A. **Faculty**

The Chief School Administrator shall notify the faculty of any meeting to be held, at which attendance is required, least twenty-four (24) hours in advance, except in emergencies. Effective in the third year of this agreement, there will be a maximum of 18 after school faculty meetings of a one hour duration per year with no more than 2 per month, but only one in December and June.

- B. **Association right to speak**

An Association representative may speak to the teachers during faculty meetings for up to five (5) minutes upon the request of the representative.

## **ARTICLE IX**

### **SALARY**

A. **Salary Schedule**

1. The salaries of all teachers covered by this Agreement are set forth in the Salary Schedule, which is attached hereto and made a part thereof. During the three years of this agreement, no one will move a step upwards on the guide.

B. **Horizontal Movement**

1. When a teacher anticipates moving horizontally on the salary guide for the next school year, the teacher must notify the Board before December 20<sup>th</sup> of the preceding school year.
2. Courses shall have been given at an accredited institution of higher education or shall have been approved in advance by the Chief School Administrator.
3. Courses shall be those offered for the attainment of a graduate degree or those specifically related to a teacher's assigned duties whether or not the employee has matriculated. If courses lead toward a degree that degree must contribute to the teachers' performance in this school district.
4. Course credit cannot be allowed on the salary guide unless the Board has previously approved the course registration.
5. Course credit will be given on the salary guide only for the successful completion of the course, which shall be demonstrated by an earned grade of "B" or better on a transcript submitted directly to the school district by the institution in which the course was taken.

**ARTICLE IX – SALARY - Cont'd**

C. **Pay Dates**

Regular semi-monthly paychecks shall be issued on the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) of each month, September through June of the contract year. In instances where said regular payment dates fall on a weekend or on a date when school is not in session, payment shall be made on the Friday preceding the weekend or on the last working day preceding the school recess.

D. **Agency Fee**

The Board agrees to deduct an agency fee from each full-time staff member who is a non-member of the Association as of September 30 of each school year or within ten (10) days of employment. Said agency fee shall be deducted in accordance with the payment schedule as outlined in Article IX, subsection D of this Agreement, and shall be duly remitted to the local agency Treasurer on a monthly basis.

E. **Stipends and Other Compensation**

1. **Evening Concerts**

Compensation will be issued at \$40.00 per attendance at an evening concert when attendance is in a supervisory capacity. Only by appointment of the Chief School Administrator will compensation be issued.

2. **Overnight Trips**

Compensation will be issued in the amount of \$200.00 per night for teachers attending overnight trips in a supervisory capacity. Should a staff member attend only a portion of the overnight trip, the stipend will be prorated accordingly.

**ARTICLE X**  
**CURRICULUM**

- A. The Board recognizes the value of the professional judgment of teachers working in concert with the Chief School Administrator in such matters as textbook evaluation, curriculum revision and other educational matters. Final judgment upon the recommendations in those areas is reserved for the Board.

**ARTICLE XI**  
**TEACHER/STUDENT HOURS**

- A. The teacher shall be entitled to a thirty (30) minute duty-free lunch period, except when the pupils' lunch period is less than thirty (30) minutes, in which case the teacher's lunch period shall be the same duration as the pupils.
1. Regular teacher hours shall be defined as 8:30 a.m. to 3:15 p.m.
  2. Regular student hours shall be defined as 8:50 a.m. to 3:10 p.m.
- B. Teachers may leave the building without requesting permission during their scheduled duty-free period, but shall inform the Chief School Administrator when they will not be in the building.
- C. The school calendar shall consist of 184 working days for certified staff members of which 181 days will be days of student attendance. Two days will be dedicated to

## **ARTICLE XIC - TEACHER/STUDENT HOURS - Cont'd**

in-service training and the third day for in-service will be on the day before the students return to school in September. The day before the Thanksgiving recess and the winter recess shall be early dismissal days. The last student day of the year shall also be an early dismissal day as has been the past practice. Effective in the third year of this agreement, the last two student days of the year shall be early dismissal days.

On average, each full-time teacher shall receive five (5) hours of duty-free preparation time each week, prorated for part-time teachers.

- D. On average, each full-time teacher shall receive one-hundred (100) minutes of homeroom and/or passing time in grades 6-8, or one-hundred (100) minutes of common planning time in grades k-5 per week.

## **ARTICLE XII**

### **MISCELLANEOUS**

- A. Any article contained herein that is contrary to Title 18A or contrary to board policy shall be declared null and void.
- B. The Association shall promptly receive a copy of any policy changes as they occur.
- C. Each Association member shall receive a copy of the Agreement whenever a new one is negotiated. The Association President shall also receive five (5) extra copies.
- D. The Association Secretary shall promptly receive a copy of the minutes of each public Board meeting.
- E. In order to permit freedom of access both during and outside of regular school hours, all teachers shall be issued the necessary keys upon request.

## **ARTICLE XIII**

## **IN-SERVICE CREDITS**

- A. Any tenured teacher who earns additional semester credits in courses which are approved in advance by the Board shall be reimbursed for tuition upon satisfactorily completing the course.
- B. A non-tenured teacher will be reimbursed immediately for approved courses completed and passed prior to February 1<sup>st</sup>. Courses completed and passed after February 1<sup>st</sup> will be reimbursed by September 15<sup>th</sup> of the next contract year only if the teacher is employed by the Board at that time.
- C. The reimbursement for matriculated graduate credits shall not exceed eight thousand dollars (\$8,000.00) for the entire staff in each year of the contract. Reimbursement for non-matriculated credits shall not exceed four thousand dollars (\$4,000.00) for the entire staff in each year of the contract. Reimbursement shall be at actual cost and not exceed the in-state rate per credit prevailing at Rutgers University. Should approvals be sought for courses that would exceed the limits set herein, the sole determinant shall be the date on which the request was submitted to the Chief School Administrator for approval by the Board.
- D. Continuous Education Units (CEU's)  
Teachers must comply with current State Mandated Requirements for Professional Development. The Board shall pay the cost of Chief School Administrator approved professional development for teachers.

## **ARTICLE XIV**

### **DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012. All articles in this Agreement have been agreed upon and shall not be reopened for the duration of this contract.
- B. This Agreement represents the final and complete understanding and settlement by the parties of all bargainable issues.
- C. In witness whereof the Association has caused this Agreement to be signed by its president, and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2011.

**CALIFON EDUCATION ASSOCIATION**

**CALIFON BOARD OF EDUCATION**

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President - Califon Education Association

President - Califon Board of Education

Mrs. Cynthia Behrens

Mr. Kim Schundler

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Secretary - Califon Education Association

Secretary - Califon Board of Education

Mrs. Linda Caprio

Ms. Susan Schaffner

**CALIFON TEACHER SALARY GUIDE  
2009-2010**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA45/MA</b>	<b>MA+15</b>	<b>MA+30/PH D</b>
1	43,000	44,200	45,400	46,000	47,200	48,400
2	43,000	44,200	45,400	46,000	47,200	48,400
3	44,200	45,400	46,600	47,200	48,400	49,600
4	44,200	45,400	46,600	47,200	48,400	49,600
5	45,400	46,600	47,800	48,400	49,600	50,800
6	46,600	47,800	49,000	49,600	50,800	52,000
7	47,800	49,000	50,200	50,800	52,000	53,200
8	49,000	50,200	51,400	52,000	53,200	54,400
9	50,200	51,400	52,600	53,200	54,400	55,600
10	51,500	52,700	53,900	54,500	55,700	56,900
11	52,800	54,000	55,200	55,800	57,000	58,200
12	54,100	55,300	56,500	57,100	58,300	59,500
13	55,400	56,600	57,800	58,400	59,600	60,800
14	56,700	57,900	59,100	59,700	60,900	62,100
15	58,000	59,200	60,400	61,000	62,200	63,400
16	59,300	60,500	61,700	62,300	63,500	64,700
17	60,700	61,900	63,100	63,700	64,900	66,100
18	62,300	63,500	64,700	65,300	66,500	67,700
19	64,300	65,500	66,700	67,300	68,500	69,700

Off	BA+30
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77,800
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**CALIFON TEACHER SALARY GUIDE  
2010-2011**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA45/MA</b>	<b>MA+15</b>	<b>MA+30/PH D</b>
1	43,860	45,084	46,308	46,920	48,144	49,368
2	43,860	45,084	46,308	46,920	48,144	49,368
3	45,084	46,308	47,532	48,144	49,368	50,592
4	45,084	46,308	47,532	48,144	49,368	50,592
5	46,308	47,532	48,756	49,368	50,592	51,816
6	47,532	48,756	49,980	50,592	51,816	53,040
7	48,756	49,980	51,204	51,816	53,040	54,264
8	49,980	51,204	52,428	53,040	54,264	55,488
9	51,204	52,428	53,652	54,264	55,488	56,712
10	52,530	53,754	54,978	55,590	56,814	58,038
11	53,856	55,080	56,304	56,916	58,140	59,364
12	55,182	56,406	57,630	58,242	59,466	60,690
13	56,508	57,732	58,956	59,568	60,792	62,016
14	57,834	59,058	60,282	60,894	62,118	63,342
15	59,160	60,384	61,608	62,220	63,444	64,668
16	60,486	61,710	62,934	63,546	64,770	65,994
17	61,914	63,138	64,362	64,974	66,198	67,422
18	63,546	64,770	65,994	66,606	67,830	69,054
19	65,586	66,810	68,034	68,646	69,870	71,094

Off	BA+30
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79,356
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**CALIFON TEACHER SALARY GUIDE  
2011-2012**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA45/MA</b>	<b>MA+15</b>	<b>MA+30/PH D</b>
1	45,049	46,273	47,497	48,109	49,333	50,557
2	45,049	46,273	47,497	48,109	49,333	50,557
3	46,273	47,497	48,721	49,333	50,557	51,781
4	46,273	47,497	48,721	49,333	50,557	51,781
5	47,497	48,721	49,945	50,557	51,781	53,005
6	48,721	49,945	51,169	51,781	53,005	54,229
7	49,945	51,169	52,393	53,005	54,229	55,453
8	51,169	52,393	53,617	54,229	55,453	56,677
9	52,393	53,617	54,841	55,453	56,677	57,901
10	53,719	54,943	56,167	56,779	58,003	59,227
11	55,045	56,269	57,493	58,105	59,329	60,553
12	56,371	57,595	58,819	59,431	60,655	61,879
13	57,697	58,921	60,145	60,757	61,981	63,205
14	59,023	60,247	61,471	62,083	63,307	64,531
15	60,349	61,573	62,797	63,409	64,633	65,857
16	61,675	62,899	64,123	64,735	65,959	67,183
17	63,103	64,327	65,551	66,163	67,387	68,611
18	64,735	65,959	67,183	67,795	69,019	70,243
19	66,775	67,999	69,223	69,835	71,059	72,283

Off	BA+30
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80,545
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