

**PREAMBLE**

1. This agreement entered into this first day of July 2006 though the 30<sup>th</sup> day of June, 2009 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

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

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 New Jersey State Health Benefits Program with Blue Cross and Blue Shield including Rider J. and Major Medical. 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 Blue Cross and Blue Shield of New Jersey - N.J. State Health Benefits Plan. 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 \$5.00 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 Delta Dental Plan of New Jersey, including a rider for child orthodontic. Health

**ARTICLE VII. C – 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 is required, at least twenty-four (24) hours in advance, except in emergencies.

- 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.

## **ARTICLE IX – SALARY - Cont’d**

### **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.

### **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

**ARTICLE IX. C – SALARY - Cont'd**

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 XI. C - 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.

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, 2006 and shall continue in effect until June 30, 2009. All articles in this Agreement have been agreed upon and shall not be reopened for a period of three (3) years.
- 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 2006.

**CALIFON EDUCATION ASSOCIATION**

**CALIFON BOARD OF EDUCATION**

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President - Califon Education Association

President - Califon Board of Education

Mrs. Margaret Binder

Mrs. Cathy Smith

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\_\_\_\_\_

Secretary - Califon Education Association

Secretary - Califon Board of Education

Mrs. Cynthia Behrens

Mr. Dennis M. Oblack