

**AGREEMENT BETWEEN**  
**THE CALIFON BOARD OF EDUCATION**  
**AND**  
**THE CALIFON EDUCATION ASSOCIATION**  
**COVERING THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2022**

**PREAMBLE**

1. This Agreement entered into this first day of July, 2020 through the 30<sup>th</sup> day of June, 2022 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 the "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.

**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 terms and conditions of employment of a teacher or a group of teachers.

2. Aggrieved Person

An "aggrieved person" is the teacher or teachers or the Association making the claim.

3. Party in Interest

A "party in interest" is the teacher or teachers 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 and/or mutually agreeable solutions to the problems which may from time-to-time arise affecting teachers. Both parties agree that

proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### 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 may be reduced, based on agreement of both parties, 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 or Superintendent

A teacher or group of teachers with a grievance shall, within 60 days of the date the teacher knew or should have known of the occurrence giving rise to the grievance, first discuss it with the Chief School Administrator or Superintendent, either directly or through the Association's designated representative with the objective of resolving the matter informally.

#### 4. Level Two - Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing. The written grievance must have attached all documents supporting the grievance and must 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 or the specific changes in the terms or conditions of employment alleged,
- The remedy being sought.

The written grievance may be filed with the Association within five (5) school days after the decision at Level One, or within ten (10) school days after the grievance was presented to the Chief School Administrator or Superintendent, whichever is sooner. If the grievance is submitted to the Association, the Association shall refer the written grievance with all supporting documentation to the Board of Education within five (5) school days of receipt. The Board of Education shall then have five (5) school days after the next regularly scheduled board meeting to respond in writing to the aggrieved person.

#### 5. Level Three - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days of the next regularly scheduled board meeting, he/she may, within five (5) school days after a decision by the Board of Education, or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration.
- b. 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 binding to the Board and the Association.
- c. 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.

D. Rights of Teachers to Representation

1. Teacher Association

Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or, at his/her 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 the 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 or Superintendent 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/her or its request.

3. Separate Grievance File

All documents, communications, and records pertaining to the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. No material derogatory to an employee's conduct, service, character, or personality, including reprimands, shall be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The teacher shall affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such materials, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

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 or Superintendent 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 article.

**ARTICLE III**

**TEACHER RIGHTS**

A. Released Time for Meetings

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

B. Use of School Building

All meetings held on school property by the Califon Education Association must begin and end within custodial regular hours. If use by Association extends beyond custodial regular work hours, Association shall be responsible for custodial overtime fees.

### C. Use of School Equipment

Upon prior approval of the Chief School Administrator or Superintendent, 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 incidental to such use, and for any repairs necessitated as a result thereof.

### D. Access to members of negotiations units

1. Public employers shall provide to exclusive representative employee organizations access to members of the negotiation's units.
2. Access includes, but is not limited to, the following:
  - a) the right to meet with individual employees on the premises of the public employer during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues.
  - b) the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization.
  - c) the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.
  - d) Within 10 calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to an exclusive representative employee organization in an Excel file format or other format agreed to by the exclusive representative employee organization: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1 following the effective date of this act, public employers shall provide exclusive representative employee organizations, in an Excel file or similar format agreed to by the employee organization, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the public employer.
  - e) The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non- members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.).
  - f) Exclusive representative employee organizations shall have the right to use the email systems of public employers to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.
  - g) Exclusive representative employee organizations shall have the right to use government buildings and other facilities that are owned or leased by government entities to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace- related complaints and issues, and

internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative employee organization conducting a meeting in a government building or other government facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

#### **ARTICLE IV**

#### **SICK LEAVE**

##### **A. Accumulative**

All full-time teachers employed shall be entitled to ten (10) sick leave days, or a part-time employee's two-week equivalent if working less than 5 days a week, each 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 calculated at the rate of \$85.00 per day or the prevailing substitute teacher rate of pay per diem, whichever is higher, for each accumulated day. Payout for less than 100% FTE (Full Time Equivalent) Teachers shall receive their total sick days multiplied by their FTE percentage during the time earned. Moving forward, the District will establish recordkeeping to certify yearly FTE compensation rates to be used when calculating unused sick leave payouts. Total compensation will be in compliance with N.J.S.A 18A:30-3.6 (maximum payment, per employee hired after May 21, 2010, will be \$15,000). The total compensation will be paid in equal installments over a three (3) 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 December preceding the September in which payment is requested to begin. Payments will be made to a beneficiary specified by the teacher; however, such payments will not be made for employees hired after May 2010.

#### **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 or Superintendent or superintendent 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/she is taking it under this section.

- The Chief School Administrator or Superintendent or superintendent shall use his/her discretion in approving or disapproving the request when the number of requests exceeds two teachers requesting leave for the same day. When the request is denied, the reason for denial shall be written on 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, domestic partner, child, brother, sister, grandparent, grandchild, mother-in-law, 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) consecutive workdays following the death.

## 4. Good Cause

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

# ARTICLE VI

## EXTENDED LEAVES OF ABSENCE

### A. Maternity Leave

#### 1. Definition

The term "maternity leave" does not refer to an involuntary absence from work solely while a teacher is physically disabled from work during or following pregnancy. The term "maternity leave" refers to a voluntary absence from work to prepare for the birth of a child or to care for the child after its birth. A pregnant teacher who wishes to request maternity leave may either:

- a. Request a maternity leave beginning before birth, while she is still physically able to work, and ending after its birth. (By choosing to leave work before she is physically disabled, the teacher forfeits the use of sick leave during the subsequent period of disability); or
- b. Work until she becomes physically disabled, use her sick leave during the period of disability, and use maternity leave to care for the child after she has recovered from a pregnancy-related disability.

A teacher shall be considered temporarily disabled for a period of four (4) weeks before the expected due date of the child and four (4) weeks following the delivery of the child. During this period, the teacher may use all or any part of her annual and accumulated sick leave to receive full pay and benefits without having to produce a physician's certificate that she is disabled. The teacher shall deliver to the Chief School Administrator or Superintendent a physician's certificate stating the expected delivery date of the child.

#### 2. Procedure

As a condition to receiving maternity leave, a pregnant teacher must inform the Chief School Administrator or Superintendent of the dates on which she wishes her maternity leave to begin and end as soon as is reasonably possible.

### B. Other Child Rearing Leaves of Absence

Any teacher who is the father of a child, or any teacher who has adopted a child six (6) years of age or under, or any teacher who has adopted an older child where special circumstances require the teacher's attention, may request an extended leave of absence for child rearing purposes.

1. If both parents are teachers in this school system, only one spouse may apply for child rearing or

maternity leave.

2. As a condition of receiving child rearing leave, the parent must inform the Chief School Administrator or Superintendent of the facts and of the anticipated date of birth or adoption as soon as it is known or medically confirmed, together with any revisions of the date which may later come to the parent's knowledge.

3. As a condition of receiving child rearing leave, the parent must inform the Chief School Administrator or Superintendent of the dates on which he/she wishes the leave to begin and end as soon as is reasonably possible, but in no event less than four (4) months in advance of the anticipated date of birth or adoption. The Board recognizes the value of the professional judgment of teachers working in concert with the Chief School Administrator or Superintendent in scheduling such leaves.

C. Military Leave

Military leave without pay shall be granted to teachers qualified under the provisions of N.J.S.A. 18A:6-33 in the manner and to the extent set forth in that statute.

D. Public Service Leave

Teachers holding political offices specified in N.J.S.A. 18A:6-8.1 and 18A:6-8.2 shall receive leave of absence in the manner and to the extent set forth in those statutes.

E. Good Cause

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

F. Extensions

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

## ARTICLE VII

### HEALTH CARE COVERAGE

A. Health Insurance Coverage

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 Association shall be provided forty-five (45) day's notice of its consideration of a change in carrier. The Board shall pay one hundred percent (100%) of the premium for the teacher and will deduct Chapter 78 contributions as outlined in the sidebar agreement incorporated into this contract as Appendix A. Health insurance premiums for dependents shall be paid by the Board with a teacher contributing ten percent (10%) of dependent medical coverage.

B. Prescription Drug Coverage

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 and will deduct Chapter 78 contributions as outlined in the sidebar agreement incorporated into this contract as Appendix A. 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. Dental Insurance Coverage

The Board shall pay one hundred percent (100%) of the premium for individual or full family coverage in

the New Jersey State Dental Program, including a rider for child orthodontic teacher and will deduct Chapter 78 contributions as outlined in the sidebar agreement incorporated into this contract as Appendix A. Dental insurance provided by another carrier must be equal to or better than the coverage by the current carrier.

#### D. Section 125 Plan

The Board shall maintain a Section 125 Plan for all Association members covered by this Contract. The Board shall be responsible for the Section 125 Plan set-up and maintenance fees.

1. - A premium-only plan (POP) will be made available through payroll deduction for all employees for the amount of their contribution toward medical program premiums. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.

2. A health flexible spending account plan will be made available through payroll deduction for any annually contracted teacher who wishes to direct an annual amount not to exceed Fifteen Hundred Dollars (\$1,500) paid over a monthly basis toward uninsured medical/dental expenses. The Board will develop a form for an annual selection for any interested teacher. The annual selection made by the teacher cannot be modified during the year. The plan will include a grace period of six (6) weeks. The teacher will be responsible for filing for reimbursement for eligible expenses through a third-party administrator up to the annual amount specified by the teacher. Any funds left over at the end of each calendar year (December 31<sup>st</sup>), will be returned to the Board. The Board will be responsible for the cost of the third party administrator. The Board shall have the right to select the third party administrator. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.

3. A dependent care flexible spending account plan will be made available through payroll deduction for any annually contracted teacher who wishes to direct an annual amount not to exceed Fifteen Hundred Dollars (\$1,500) paid over a monthly basis toward elder/dependent care expenses and/or an amount not to exceed that permitted by Section 125 laws. The Board will develop a form for an annual selection for any interested teacher. The annual selection made by the teacher cannot be modified during the year. The teacher will be responsible for filing for reimbursement for eligible expenses through a third party administrator up to the annual amount specified by the teacher. Any funds left over at the end of the calendar year (December 31<sup>st</sup>) will be returned to the Board. The Board will be responsible for the cost of the third party administrator. The Board shall have the right to select the third party administrator. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.

#### E. Benefits Waiver Plan

A benefits waiver plan will be made available to any teacher in good standing who desires to waive their medical and/or dental benefits on an annual basis in exchange for an annual cash incentive as set forth hereafter.

1. The Board shall provide a form for all eligible teachers to complete on an annual basis to select their insurance coverage or to waive their right to coverage.

2. Teachers shall communicate, in writing, their intention to participate in the program to the school business administrator no later than June 15<sup>th</sup> for the forthcoming school year and no later than December 15<sup>th</sup> for the last six (6) months of the school year.

3. The annual cash incentive will be paid in two (2) installments. One half of the annual reimbursement amounts shall be issued by the first paycheck issued to employees in February for the July 1<sup>st</sup> through December 31<sup>st</sup> period, and the remaining one-half shall be issued to participating employees by July 15<sup>th</sup> for the January 1<sup>st</sup> through June 30<sup>th</sup> period.

a. The employee shall receive 25% of the health insurance premium saved based on eligible plan selected. Cash incentive calculation is as follows: Health Premium – Contribution x 25% = total annual waiver amount.



4. The annual cash incentive is fully taxable and subject to all required withholding taxes.
5. A teacher will be permitted to re-enroll in the respective group insurance plans every January 1<sup>st</sup> or immediately if the teacher provides proof of a life status change.
6. The parties agree to meet prior to the 2021-22 school year to consider increasing plan limits under this article. Plan limits shall be changed only by mutual consent of the parties.

F. Optical Coverage

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 or Superintendent shall notify the faculty of any meeting to be held, at which attendance is required, at least twenty-four (24) hours in advance, except in emergencies. There will be a maximum of 18 after school faculty meetings of a one-hour duration per year with no more than two (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 hereof. Year One (2020-2021) 2.9% (inclusive of increment), Year Two (2021-2022) 3.0% (inclusive of increment). For the duration of this contract any teacher acquiring (25) twenty-five years of service within the district shall receive a \$750 per year bonus upon the beginning of the academic year.
2. All teachers on Step Q19 (top-of-the-guide) as of September 1, 2015 will receive an annual stipend of \$750.00 added to their base salary.

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 or Superintendent.
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 teacher's 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.
6. Tuition reimbursement shall be in accordance with the requirements of N.J.S.A. 18A:6-8.5.

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. 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 or Superintendent 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**

**TEACHER OBSERVATION AND EVALUATION**

A. The Association shall be consulted prior to a vote to implement any change in teacher evaluation criteria or procedures and be given an opportunity to address the Board of Education prior to Board approval of new evaluation criteria and/or procedures for certificated personnel.

B. Observance and evaluation of the work performance of a teacher shall be conducted openly and in accordance with Board policy.

C. The teacher shall receive the observation report prepared by his/her evaluator within ten (10) school days of such observation. The teacher shall receive the observation and/or evaluation report at least one (1) day before any conference to discuss same. Said conference shall be held with the evaluator. No such report shall be placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete form. Every observation and evaluation form will provide sufficient space for optional response by the teacher.

D. In accordance with state law, non-tenured teachers will be observed and evaluated not less than three (3) times a year, based on a full year's employment.

E. Tenured teachers shall be evaluated not less than once a year. All observations of tenured teachers, including the observation report, will be completed by May 15\*. The final written evaluation, however, will be completed no later than June 7<sup>th</sup>.

F. A teacher shall have the right to review annually the contents of his/her personnel file and to receive, at the Board's expense, a hard copy or at the discretion of the Board of Education, an electronic version. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. At least once every year, a teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise objectionable to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, in his/her opinion they are obsolete or otherwise objectionable to retain, they shall be destroyed after the Board has been informed and votes to approve.

G. No material derogatory to a teacher's conduct, service, character, or personality, including reprimands, shall be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The teacher shall affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such materials, and his/her answer shall be reviewed by the Superintendent or

his/her designee and attached to the file copy.

H. The parties agree to meet to discuss updating Article X whenever new legislation is signed into law impacting the Collective Bargaining Agreement between the parties.

## ARTICLE XI

### TEACHER/STUDENT HOURS

#### A. Hours

1. Regular teacher hours shall be seven hours and seven minutes.
2. Regular student hours shall be six hours and forty-two minutes.

#### B. Lunch Period

The teacher shall be entitled to a thirty (30) minute duty-free lunch period, except when the students' lunch period is less than thirty (30) minutes, in which case the teacher's lunch period shall be the same duration as the students. Teachers may leave the building without requesting permission during their scheduled duty-free period, but shall inform the Chief School Administrator or Superintendent when they will not be in the building.

#### C. Calendar

The school calendar shall consist of 185 working days for certified staff members, of which 181 days will be days of student attendance. The day before the Thanksgiving recess and the winter recess shall be early dismissal days. The last (2) two student days of the year shall also be an early dismissal days.

#### D. Preparation Time

The teacher shall have not less than six uninterrupted (44) forty-four minute preparation periods 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. Upon approval of the Board of Education and the Association, each Association member shall receive a copy of the Agreement via email whenever a new one is negotiated.
- D. The Association Secretary shall promptly receive via email a copy of the minutes of each public Board meeting after said minutes have been approved by the Board.
- 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.
- F. The Board recognizes the value of the professional judgment of teachers working in concert with the Chief School Administrator or Superintendent 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 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 with an earned grade of "B" or better.

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) for the entire staff in each year of the contract. Reimbursement for non-matriculated credits shall not exceed four thousand dollars (\$4,000) 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 or Superintendent for approval by the Board.

D. Continuing Education Units (CEUs)

Teachers must comply with current State Mandated Requirements for Professional Development. The Board shall pay the cost of Chief School Administrator or Superintendent approved professional development for teachers.

E. Tuition reimbursement shall be in accordance with the requirements of N.J.S.A. 18A:6-8.5.

## ARTICLE XIV

### AGENCY SHOP PROVISION

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined in accordance with procedures required by law.

C. Deduction and Transmission of Fee

- Notification

The Board shall submit to the Association a list of all employees in the bargaining unit as of September 30<sup>th</sup> of each year. Prior to October 15<sup>th</sup>, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.

- Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Amendment 1 the full amount of the yearly representation fee in equal installments.

- The Association will provide information and documentation in accordance with the current statute.

D. New Employees

On or about the last day of September, the Board shall submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The

Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

**ARTICLE XV**

**DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2020 and shall continue in effect until June 30, 2022. All articles in this Agreement have been agreed upon and shall not be reopened for a period of two (2) years unless by mutual consent of the parties.

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 16<sup>th</sup> day of June, in the year 2021

GALIFON EDUCATION ASSOCIATION

Alisa DeMarco

President, Califon Education Association

Ann DeGels

Secretary, Califon Education Association

CALIFON BOARD OF EDUCATION

[Signature]

President, Califon Board of Education

Cheryl Zane

Secretary, Califon Board of Education

**SCHEDULE A**  
**CALIFON TEACHER SALARY GUIDE**

Califon Salary Guide Base Year 2019-2020

Step	BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30/PhD
1-2	51,907	53,156	54,405	55,032	56,281	57,530
3	52,723	53,972	55,221	55,848	57,097	58,346
4	53,538	54,787	56,037	56,664	57,913	59,162
5	54,354	55,603	56,852	57,479	58,729	59,978
6	55,751	57,000	58,249	58,876	60,126	61,375
7-8	57,179	58,428	59,677	60,304	61,553	62,802
9-10	58,611	59,860	61,110	61,737	62,986	64,235
11-12	60,044	61,293	62,542	63,169	64,419	65,668
13	61,477	62,726	63,975	64,602	65,851	67,100
14	62,914	64,164	65,413	66,040	67,289	68,538
15	64,362	65,612	66,861	67,488	68,737	69,986
16	65,810	67,060	68,309	68,936	70,185	71,434
17	67,258	68,508	69,757	70,384	71,633	72,882
18	68,910	70,159	71,409	72,036	73,285	74,534
19	70,766	72,015	73,264	73,892	75,141	76,390
20	73,999	74,055	75,304	75,931	77,180	78,429

Califon Salary Guide - Year 1 (2020-2021)

Step	BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30/PhD
0	-	-	-	-	-	-
1	52,539	53,788	55,037	55,664	56,913	58,162
2-3	53,355	54,604	55,853	56,480	57,729	58,978
4	54,170	55,419	56,668	57,295	58,544	59,793
5	54,986	56,235	57,484	58,111	59,360	60,609
6	56,383	57,632	58,881	59,508	60,757	62,006
7	57,811	59,060	60,309	60,936	62,185	63,434
8-9	59,243	60,492	61,741	62,368	63,617	64,866
10-11	60,676	61,925	63,174	63,801	65,050	66,299
12-13	62,109	63,358	64,607	65,234	66,483	67,732
14	63,546	64,795	66,044	66,671	67,920	69,169
15	64,994	66,243	67,492	68,119	69,368	70,617
16	66,442	67,691	68,940	69,567	70,816	72,065
17	67,890	69,139	70,388	71,015	72,264	73,513
18	69,542	70,791	72,040	72,667	73,916	75,165
19	71,398	72,647	73,896	74,523	75,772	77,021
20	74,629	74,685	75,934	76,561	77,810	79,059

Califon Salary Guide- Year 2 (2021-2022)

Step	BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30/PhD
0	-	-	-	-	-	-
1	53,238	54,487	55,736	56,363	57,612	58,861
2	54,054	55,303	56,552	57,179	58,428	59,677
3-4	54,869	56,118	57,367	57,994	59,243	60,492
5	55,685	56,934	58,183	58,810	60,059	61,308
6	57,082	58,331	59,580	60,207	61,456	62,705
7	58,510	59,759	61,008	61,635	62,884	64,133
8	59,942	61,191	62,440	63,067	64,316	65,565
9-10	61,375	62,624	63,873	64,500	65,749	66,998
11-12	62,808	64,057	65,306	65,933	67,182	68,431
13-14	64,245	65,494	66,743	67,370	68,619	69,868
15	65,693	66,942	68,191	68,818	70,067	71,316
16	67,141	68,390	69,639	70,266	71,515	72,764
17	68,589	69,838	71,087	71,714	72,963	74,212
18	70,241	71,490	72,739	73,366	74,615	75,864
19	72,097	73,346	74,595	75,222	76,471	77,720
20	75,330	75,386	76,635	77,262	78,511	79,760

## Appendix A- Sidebar

Whereas, the Califon Board of Education (“Board”) and the Califon Education Association (“Association”) are parties to a collective bargaining agreement from July 1, 2015 to June 30, 2018; and

Whereas, Chapter 78 contributions by Association members were deducted by the Califon Board of Education in accordance with Tier 2 during the 2013-2014, 2014-2015, 2015-2016, 2016-2017 and 2017-2018 school years; and

Whereas, because Association members did not go through all of the tiers in accordance with State law, the parties wish to memorialize through this agreement the timeline by which they will comply with the Chapter 78 legal mandates.

NOW, THEREFORE, the Board and the Association agree as follows:

- (1) In the 2018-2019 school year, the Board will deduct employee contributions in accordance with Tier 3.
- (2) In the 2019-2020 school year, the Board will deduct employee contributions in accordance with Tier 4.
- (3) The parties will negotiate the contribution rate for the 2020-2021 school year in negotiations.
- (4) In connection with the calculation of rates of contribution, as to each employee, the Board’s Business Administrator will provide the Association with an annual report, with the first paycheck at the start of the new benefit year, on the cost of each insurance plan, their contribution and the basis of that contribution. This report should provide, at a minimum, the salary used to calculate the contribution, the insurance plans provided to employees, the level of insurance (S, 2A, P/C, or F) and the Chapter 78 percentage or other basis for the deduction. Additional reports should be provided in response to any changes in premiums, providers or levels of coverage.
- (5) The parties recognize that this sidebar provides all parties involved a practical alternative to the grievance/arbitration process, administrative actions and litigation. This sidebar settles all claims that were made or could have been made for underpayment or overpayment of Chapter 78 contributions by Association members up to the date of this sidebar. This sidebar does not constitute an admission of liability or wrongdoing by either party.
- (6) This sidebar is subject to ratification by the Board by motion at a duly-noticed meeting.