

**AGREEMENT
BETWEEN**

**STILLWATER TOWNSHIP
ADMINISTRATORS ASSOCIATION**

AND

**STILLWATER TOWNSHIP
BOARD OF EDUCATION**

July 1, 2009 to June 30, 2011

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**ARTICLE I
MEMBERSHIP**

A. Unit Membership - Recognition clause

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Stillwater Township Administrators Association, hereinafter known as "The Association," as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified personnel, whether under contract or on leave employed by the Stillwater Township Board of Education, hereinafter known as "the Board," including only the titles of Principal and Child Study Team Supervisor/School Psychologist and any new supervisory title which shall be established by the Board.

B. Definitions

1. Employee - Member - Supervisors:

When used hereinafter in this Agreement, the terms shall refer to all professional supervisory employees represented by the Association in the negotiating unit as above defined, and references to "males" shall include females.

**ARTICLE II
NEGOTIATION PROCEDURE**

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than February 1 of the year in which this Agreement expires.

B. Negotiating Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. The full Board of Education retains the authority to ratify any agreement reached during negotiations.

C. Modification - Understanding of Parties

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2011, subject to the Association's right to negotiate over a successor agreement, as provided therein.

**ARTICLE III
GRIEVANCE PROCEDURE**

A. Definition

The term “grievance” means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions or board policy affecting a member or a group of members.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Filing a grievance

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within ten (10) school days of the occurrence of the event.

2. Failure to communicate a decision

Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as dispositive.

3. Informal attempt to resolve a complaint

An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within seven (7) calendar days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. Level one - Immediate Superior NOTE: *It is understood that at this time the Superintendent is the Immediate Superior*

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within fourteen (14) calendar days, he shall set forth his grievance in writing to the immediate superior, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of the previous discussion;
- d. his dissatisfaction with decisions previously rendered.

The immediate superior shall communicate his decision to the grievant in writing within fourteen (14) calendar days of receipt of the written grievance.

5. Level two – Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7) calendar days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.

6. Level three – Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, and the grievance involves a violation of the express terms of this agreement, notice of intention to proceed to binding arbitration shall be given to the Board through the Superintendent within fourteen (14) calendar days after the receipt of the decision which is being appealed. All other grievances as defined in Paragraph A, above, shall have the Board as their terminal step.

Arbitration shall be initiated and conducted under the rules of the N.J. Public Employment Relations Commission.

The arbitrator shall limit himself to the issues submitted to him. He can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the Board of Education. The opinion and award shall be binding. Subject to the requirements of the Open Public Records Act, copies of the award shall be provided only to the Board, the aggrieved individuals and the Association officials within thirty days of receipt.

7. Right to Representation

Rights of employees to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by (a) representative(s) and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified, at the time of submission of the grievance to the Superintendent, or at any later level, that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

8. Separate grievance file

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

9. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

D. Costs

The fees and expenses of the arbitrator will be shared equally by the parties. Any other costs shall be borne by the party incurring them.

Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

**ARTICLE IV
SUPERVISORY EMPLOYEE RIGHTS**

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any supervisory employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association; collective negotiation with the Board; or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

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

C. Just Cause Provision

No employee shall be disciplined or reduced in compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall, where appropriate, be subject to the grievance procedure and the limitation as set forth herein.

D. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent concerning any matter that may adversely affect the status of his employment, he shall be given 24 hours prior notice (which will be in written form) of the reasons for such meeting or interview and shall have the right to have (a) representative(s) of the Association and/or attorney present to advise him and represent him during such meeting or interview. Should such a meeting be called by the Board or any committee thereof, forty eight (48) hours notice is required.

E. Criticism of Supervisory Employees

Any criticism by the Superintendent or a Board member of an employee shall be made in confidence and not in the presence of teachers, parents, students or at a public gathering. Any criticism of the Board or Superintendent and Business Administrator by an employee shall be made in private and not in the presence of other employees, students or the public.

An employee shall be notified of any complaints regarding him/her made to the Superintendent or a Board member. If the complaint is received in writing, the notice to the employee will also be in writing. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association or legal counsel at any meeting or conferences regarding such complaint, if the meeting may result in disciplinary action. All complaints will be handled through the appropriate chain of command.

**ARTICLE V
CHAPERONE DUTIES**

Members of the Association who chaperone student overnight trips shall be reimbursed at the rate of \$175 per night.

**ARTICLE VI
SALARY**

Effective July 1, 2009, members of the Association employed by the District as of June 30, 2009 shall receive a 3.9% increase on their 2008-09 base salary. The salary for Anna Memmelaar is \$ 110,747 for 2009-10 school year and for 2010-11 school year \$115066 . The salary for Avanente Tamagnini is \$107,693 4/5 time for the 2009-10 school year and \$111,893 for the 2010-11 school year.

**ARTICLE VII
LEAVES OF ABSENCE**

A. Sick Leave

1. Accumulative

All full-time employees shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year. Less than full time employees shall have their leave time pro-rated.

2. Retirement or termination of employment

Upon separation from employment, the Board shall reimburse employees for unused accumulated sick leave at the rate of one-half their per diem rate up to 100 days; one-third of their per diem rate for 101-150 days; and one-fourth of their per diem rate for days over 150. The maximum payment for employees on the payroll on July 1, 2006 shall be: Principal \$35,000; Child Study Team Supervisor \$29,928.

Payments will be made in equal amounts at the conclusion of the first pay period in January of each of the three years following separation. For example, should the Principal retire during the 2009 academic year with accumulated sick leave valued at \$33,000, she would receive an \$11,000 payment on the first pay day of 2010, \$11,000 on the first pay day of 2011 and \$11,000 on the first pay day of 2012.

If the Association member dies while employed or during the time period of the payout of the sick leave benefit, payments for the unused sick days that are or remain owing shall be made to his estate under the terms outlined above.

3. Extended illness

Where, in a protracted illness, an employee shall have exhausted his accumulated days of sick leave, he may request an extended leave of absence of the board of education pursuant to N.J.S.A. 18A:30-6.

B. Temporary Leaves of Absence

All full-time supervisory employees shall be entitled to the following leaves of absence with pay during the school year. Less than full-time employees shall also be entitled to these leaves on a pro-rata basis.

1. Death in family

In the event of a death in the immediate family, an allowance of up to four (4) days leave shall be granted. Immediate family will be defined as grandparent, parent, siblings, spouse, child, stepchild, grandchildren, son-in-law, daughter-in-law, mother-in-law, and father-in-law.

This leave may be extended by use of personal leave provided for in Section B.3. of this Article.

2. Funerals

An allowance of one (1) day shall be granted to attend the funeral of other relatives of the employee. This leave may be extended by the use of personal leave provided for in Section B.3. of this Article.

3. Personal

With the approval of the Superintendent, absence of three (3) days per year may be granted to a full time employee without reduction in pay for personal business. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year. Application for these days must be made of the Superintendent three (3) days in advance of the day sought. The Superintendent may grant leave with less than the required notice at his discretion.

4. Family Illness days

All employees covered by this Agreement shall earn one (1) day of leave per every three (3) months, up to a maximum of three (3) days per year, to attend to matters of illness among members of immediate family. Immediate family will be defined as parent, spouse, and child. It will also be extended to include grandparents/siblings. These days will be credited at the start of the school year, and up to two (2) unused days may be carried over to the following year.

**ARTICLE VIII
VACATION AND HOLIDAYS**

A. Vacation

1. The Board shall provide full-time Association members vacation time as follows:
 - (i) 12 Month Employees employed by the District on July 1, 2006 shall receive twenty five (25) vacation days per school year, credited monthly.
 - (ii) 12 Month Employees employed by the District after July 1, 2006 shall receive twenty (20) vacation days per school year, credited monthly.
 - (iii) Less than full time employees shall receive pro-rata vacation time.

2. Five (5) vacation days may be carried over into the following school year. An additional five (5) days may be carried over with the approval of the Superintendent.

Prior to taking vacation days, Association members will make a request of the Superintendent. No more than five (5) consecutive days may be taken during the school year

B. Holidays

Members shall be entitled to the following holidays:

- Labor Day

- Columbus Day
- Election Day
- Veterans Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Thanksgiving Day
- Christmas Day
- New Years Day
- Two floating holidays

C. Separation from Service

1. A member who dies before his contract period is completed shall have payment for his accumulated unused vacation days given to his estate within 30 days.

2. A member who resigns or retires during the contract year shall receive cash payment for his accumulated unused vacation days within 30 days.

**ARTICLE IX
PROFESSIONAL DEVELOPMENT**

A. Professional Dues

The Board agrees to provide Association members' professional membership dues and charges in three professional organizations with the prior approval of the Board. Association members may attend, at Board expense, such meetings and conventions related to the field of education upon recommendation of the Superintendent and with prior approval of the Board.

B. Reimbursement of Tuition

1. Reimbursement

The Board of Education shall reimburse members of the Association up to \$1200 per year for tuition costs for approved graduate college and university courses taken in furtherance of their professional education upon presentation of a statement from the college or university or other recognized training organization, certifying the actual cost, together with evidence of successful completion of the course(s) with a grade of B or better, provided that the Board has approved the course in writing prior to the commencement of classes. Employees who have accepted reimbursement and leave the District within two years of receiving payment will reimburse the Board the amount received unless they leave due to retirement or reasons beyond the employee's control.

An itemized voucher shall be presented to the Superintendent upon completion of the course. Reimbursement shall follow within seven (7) calendar days of the next Board meeting.

ARTICLE X

INSURANCE PROTECTION

The Board agrees to provide Association members with health insurance benefits including prescription and family dental insurance at the benefit levels they enjoyed on July 1, 2006. Contributions towards premiums in effect on that date will remain in effect. Beginning July 1, 2007, all Association members will contribute \$30 per month towards their dental insurance premiums. Beginning July 1, 2009, all Association members will contribute \$75 per month towards their health insurance premiums.

ARTICLE XI TAX SHELTERED ANNUITY

An employee may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to the provisions of R.S. 18A:66-127, et seq., and the terms of a group contract approved by the Board.

ARTICLE XII TERMINATION OF EMPLOYMENT

Final evaluation of an employee upon termination of his/her employment shall be concluded prior to any recommendation for severance and no documents and/or other material shall be placed in his/her personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE. Employees shall provide the District with sixty (60) days notice of termination.

ARTICLE XIII USE OF AUTOMOBILE

Members of the Association who use their own automobile in the performance of their duties shall be reimbursed at the then current NJ OMB rate of reimbursement per mile upon submission of the appropriate payment voucher.

ARTICLE XIV PRINTING AND DISTRIBUTION

The School District will, at its own expense, print sufficient copies of this Agreement for present and new employees.

ARTICLE XV NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so, in writing, at the following address:

1. If by the Association, to Board at

(Address)

2. If by the Board, to Association at

(Address)

**ARTICLE XVI
LEGALITY OF AGREEMENT**

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

**ARTICLE XVII
DURATION OF AGREEMENT**

A. Duration Period

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

Association

Board of Education

By: _____
 , President

By: _____
 , President

By: _____
 , Secretary

By: _____
 , Secretary

Date: _____

Date: _____