

AGREEMENT

BETWEEN

STILLWATER TOWNSHIP BOARD OF EDUCATION

AND

STILLWATER EDUCATION ASSOCIATION

JULY 1, 2003 THROUGH JUNE 30, 2006

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PREAMBLE

THIS AGREEMENT made and entered into this twentieth day of January 2004 by and between the STILLWATER TOWNSHIP BOARD OF EDUCATION (hereinafter referred to as the "Board"), and STILLWATER EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), represents the complete and final understanding on all negotiable issues between the Board and the Association.

## ARTICLE I

### RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for certified teachers and nurses, whether under contract or on official leave, excluding Chief School Administrator, Principal, classroom aides, cafeteria workers, custodians, secretaries, bookkeeper, Child Study Team Coordinator (4/5 position), confidential employees, and all other employees. The term "certified teachers" shall be deemed to include employees whose positions normally require certification and yet whose employment is legally permitted without a certificate, but inclusion shall be limited only to the period of time during which employment without a certificate is legally permitted.

ARTICLE II  
MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the school district and its properties and facilities. To maintain efficiency of the school district operation entrusted to them. To determine the methods, means and personnel by which such operations are to be conducted. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law;

4. To direct employees of the school district;

5. To have, assign and retain employees in positions in the school district;

and

6. To relieve employees from duty because of decreased enrollment, or any legitimate reasons.

## ARTICLE II

### MANAGEMENT RIGHTS - continued

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the laws of the State of New Jersey and of the United States. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under N.J.S.A. 18A or other applicable national, state, county or local laws, ordinances, or policies.

## ARTICLE III

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. Information

The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district and the employees covered by this Agreement, including but not limited to annual financial reports and audits, register of certificated personnel, individual and group insurance premiums and experience figures, names and addresses of all teachers, and such other information that shall assist the association in developing intelligent, accurate, informed and constructive positions on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint whenever possible.

#### B. Use of School Building

The Association shall have the privilege of using the Faculty\Staff room and other areas of the school building at reasonable hours for meetings. Request for the use of such facilities shall be made at least twenty-four (24) hours in advance, except in the case of emergency, to the Chief School Administrator or Principal and permission for such use will not be denied unless it interferes with the regularly scheduled school program, or other Board-sanctioned or sponsored events.

#### C. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including duplicating equipment, calculating machines and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. Equipment must not be removed from the building without the express written permission of the CSA or his designee. The Association shall pay for the actual costs of all material and supplies incident to such use.

## ARTICLE III

### ASSOCIATION RIGHTS AND PRIVILEGES - continued

#### D. Bulletin Board

The Association shall have the exclusive use of a bulletin board in the Faculty\Staff room, which will be used for official Association business.

#### E. Mail Facilities and Mail Boxes

The Association shall have the right to use the intraschool mail facilities as it deems necessary.

#### F. Phone

The Association shall be allowed to use the phone for official business and shall reimburse the Board monthly for the cost of the calls made by the Association. The Association shall have access to privacy in the use of a phone for Association business and for emergency personal calls and parent contact.

#### G. Liaison Council

1. A Liaison Council shall be established on or before September 30th of each school year. The Committee shall consist of the Chief School Administrator and a maximum of seven (7) members of the Association nominated by the Association.

2. The Liaison Council shall meet as needed, at least four times per year during non-working hours, at times which shall not interfere with the regularly scheduled school program as determined by the Chief School Administrator. The Liaison Council shall meet to discuss matters of mutual interest relative to the educational program and other items of mutual concern regarding the effective operation of the Stillwater Township School.

3. The Liaison Council shall establish its own procedural rules by unanimous agreement of all council members.

## ARTICLE IV

### TEACHERS' RIGHTS

A. Nothing contained herein shall be construed to deny or restrict any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

B. Notice of vacancies shall be posted in the main office and the staff room when school is in session. Should vacancies arise when school is closed for summer recess, they will also be advertised in the New Jersey Herald and posted on the Stillwater School Web Page, and a representative of the Association will be contacted. The Association will be responsible for notifying the CSA whom the summer contact is. When a teaching position is vacated, a teacher who wishes a change in grade and/or subject area may file a written statement to that effect with the Chief School Administrator.

C. As new policies which affect the unit are adopted by the Board, they shall be reviewed by the Chief School Administrator at the next faculty meeting. The Board will provide one copy of its Policy Manual that will be maintained in the board office and loaned on request to the SEA. Association representatives shall be given access to the Policy Manual during normal district operating hours.

D. Pursuant to N.J.S.A. 18A:25-7, whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of the teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

E. Criticism of a teacher by an Administrator shall be made in private. Teachers will not criticize the Administration during school hours in the classroom.

ARTICLE IV

TEACHERS' RIGHTS - continued

F. The Board shall provide a complete copy of the negotiated Agreement to each teacher within one (1) month of its conclusion. Copies of the Agreement shall be supplied to each new teacher hired during the time period covered by the Agreement.

ARTICLE V  
GRIEVANCE PROCEDURE

A. 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 employees. Both parties agree that this procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definition

A grievance is a complaint by any teacher or group of teachers that there has been to him, her, them or to the Association any inequitable, improper, or unjust application, interpretation, or violation either of Board policy, this Agreement, or any administrative decision which pertains to the terms and conditions of employment. It is expressly understood, however, that disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Two herein.

C. Steps of the Grievance Procedure

The following constitutes the method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual written consent. Time extensions may be mutually agreed upon by the Board and the Association. If such time extensions are not requested, the time limits expressed herein shall be strictly followed. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive.

## ARTICLE V

### GRIEVANCE PROCEDURE - continued

STEP ONE - The aggrieved employee shall discuss the grievance with the Principal within twenty (20) days from the date that the employee knew or should have known of the grievance, in an attempt to resolve the matter informally. The grievant has the option of being accompanied by an Association representative at the time of such discussion with the Principal which decision shall be communicated to the Principal. The Principal shall inform the teacher of his/her decision within ten (10) business days following the day of the discussion.

STEP TWO - If the grievance is not satisfactorily resolved at Step One, the aggrieved employee shall reduce the grievance to writing, stating the nature of the grievance (and if relating to the contract, stating the contract provisions at issue) and the relief sought, and shall file the grievance with the Chief School Administrator within six (6) business days after receipt of the response in Step One. Day One shall be defined as the next school day following receipt of the CSA's response. The Chief School Administrator shall render his/her decision in writing within six (6) business days. (Business days are defined as any weekday that the school offices are open for business.)

STEP THREE - If the grievance is not satisfactorily resolved at Step Two, the aggrieved employee may file the grievance in writing with the Board, through the Board Secretary, within ten (10) business days of the receipt of the decision in Step Two. The grievance shall include a copy of the grievance at Step Two and the Chief School Administrator's response, together with a statement explaining why the Chief School Administrator's response is unsatisfactory. A grievance meeting shall be held with the Board, Chief School Administrator, grievant, and Association representative within forty (40) business days of the receipt of the written request. Either party may have witnesses and/or counsel present so long as written notice to that effect is provided to the opposite party at least five (5) business days in advance of the meeting. The Board shall render a written decision to the aggrieved employee. The Board's

## ARTICLE V

### GRIEVANCE PROCEDURE - continued

written decision shall be issued within sixty (60) days of receipt of the grievance by the Board Secretary. The decision handed down by the Chief School Administrator will be in force until the Board has passed upon the grievance.

STEP FOUR - If the grievance is not satisfactorily resolved at Step Three, and if the grievance does not constitute a complaint or controversy regarding educational policy, within ten (10) business days the aggrieved employee may request through the Association that the grievance be submitted to arbitration. If the Association deems the grievance meritorious, it shall, within fifteen (15) business days of the employee's request, submit the matter to arbitration by filing with PERC, with a copy to the Board Secretary, a written request for the initiation of arbitration proceedings. The parties shall then be bound by the rules and regulations of PERC. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly. He 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 issue 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 the law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon the parties. The costs of 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 shall be paid by the party incurring same.

## ARTICLE VI

### ADDITIONAL BENEFITS

#### A. Health Insurance Benefits

All full-time employees covered by this Agreement and their dependents will be covered by the New Jersey State Health Benefits package, Blue Cross, Blue Shield, Rider J, Major Medical insurance benefits and Prescription at Board expense. Upon T.P.A.F. retirement, a teacher with ten (10) years of service at Stillwater School shall be allowed the continuation of either or both of the State Health Plan benefits (Blue Cross/Blue Shield, Rider J, Major Medical, and/or SHBP Prescription Plan). The Prescription plan currently provided by the State Health Benefits Plan has the following copays "Mail order - \$1 generic; \$5.00 brand; and pharmacy - \$1 generic; \$5 brand as per law at employee expense. For a teacher on approved unpaid sick leave of absence or approved unpaid parental leave, the employer will bear the full cost of premiums for one half year or one half the cost of premiums for a full year at the association member's discretion. A prescription plan provided by the State Health Benefits Plan is provided. A dental plan is available and paid by the Board to cover the employee and their dependents with the New Jersey Dental Service Plan with a Cap of \$55 per month.

With respect to the foregoing health insurance benefits, the Board shall have the right to change insurance carriers with the approval of the Association.

#### B. Temporary Leaves of Absence with Pay

##### 1. Sick Days

(a) All employees covered by this Agreement shall earn one (1) Sick Day leave per month to a maximum of ten (10) per year. These days will be credited at the start of the school year and shall be accumulative. Unpaid sick days will be transferred to the regular sick day account.

## ARTICLE VI

### ADDITIONAL BENEFITS - continued

(b) Any absence from duty on sick leave for five (5) or more consecutive working days must be accompanied by a medical doctor's certification as to the employee's disability or inability to work due to sickness or injury.

(c) Retirement Bonus - Upon full T.P.A.F. retirement, a teacher who has at least ten (10) years of service in the Stillwater School system shall receive a cash bonus for unused accumulated sick leave. The rate of this reimbursement shall be \$35.00 for each day so accumulated with a cap of \$3,250.

(d) Retirement Bonus - Upon T.P.A.F. retirement, a teacher who has at least twenty (20) years of service in the Stillwater School system shall receive a cash bonus for unused accumulated sick leave. The rate of this reimbursement shall be computed at the rate of \$70.00 per day with a CAP of 125 unused sick days. Eighteen (18) months notice of intent to retire will be given by the employee or the retirement bonus will be paid the following year.

#### 2. Sickness in Family

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.

#### 3. Bereavement

(a) Leaves of absence for deaths in the immediate family shall be for the required period, but not exceeding four (4) days. Immediate family will be defined as grandparent, parent, siblings, spouse, child, grandchildren, son-in-law, daughter-in-law, mother-in-law, and father-in-law.

## ARTICLE VI

### ADDITIONAL BENEFITS - continued

(b) Leaves of absence in the event of the death of any other relative shall be for the day of the funeral only.

(c) Recognizing that there may be unforeseen, extraordinary circumstances involved at the time of death (great distances, provisions for surviving relatives, legal complications, etc.) the four (4) day period may be extended with recommendation of the Administrator and upon approval of the Board. In an emergency, the Administrator shall be empowered to grant tentative approval on behalf of the Board.

#### 4. Personal Days

(a) All employees covered by this Agreement shall earn two (2) days per year to attend to personal business. Such necessary personal business shall be construed to mean that such business is essential and will require the presence of an employee on a day school is in session. Any unused Personal days will be converted to sick days.

(b) Personal days must be applied for in writing at least three (3) days prior to need, and approved by the Chief School Administrator. However, should an emergency arise, one Personal Day may be taken without the prior approval of the CSA.

(c) Personal days will not be granted before or after a holiday.

#### 5. Notification

The Board Secretary shall give every employee written notice of accumulated and credited days of leave of absence no later than September 30th.

### C. Extended Leave of Absence

#### 1. Sabbatical Leave

An employee, after five (5) years of permanent full-time service in the school district, shall be eligible for a one (1) year's leave of absence without pay. Up to five (5%) percent of the teaching staff shall be eligible in any one year. Employees must apply in writing by March 1st for these leaves and must clearly state the educational advantage to

ARTICLE VI

ADDITIONAL BENEFITS - continued

Stillwater Township School. These leaves are granted at Board discretion and cannot be extended beyond one year.

2. Parental Leave

(a) A tenured employee who becomes a parent, whether through childbirth or through adoption, shall be eligible for parental leave of absence without pay.

(b) An employee who becomes a parent may, in the period immediately before or after the event, use earned sick leave as may have been accumulated.

(c) Parental leave of absence without pay for a tenured employee shall begin on the day following the last salaried day and may continue to the opening date of any fall term. An extension may be approved by mutual agreement upon application of the teacher to the Board by April 1. In no case shall this leave be extended beyond a three (3) year period.

(d) An employee on parental leave of absence shall not be denied the opportunity to substitute in the Stillwater School District.

3. Return from Leave

Application for return from leave shall be submitted, in writing, to the Board no later than April 1 preceding the start of the fall term. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused sick leave, shall be restored upon the teacher's return.

D. Professional Growth

A sum of Twelve Thousand (\$12,000.00) Dollars per year shall be available for the professional growth of the permanent teaching staff.

A tenured teacher shall be reimbursed for tuition to a maximum of nine (9) graduate credits per year upon successful completion with a grade of B or better at a rate not to exceed the current Rutgers' University tuition rate. All courses must have prior written approval of the CSA.

## ARTICLE VI

### ADDITIONAL BENEFITS - continued

Courses eligible for reimbursement shall include all those required for an MA in Elementary Education or within the teacher's assigned area. Courses not in the teacher's current assignment may be approved by the CSA if s/he believes them to be of direct benefit to the school district. If monies are left in this account, after tenured and non-tenured teachers have been reimbursed, members of the permanent teaching staff on parental leave may apply for course repayment upon return to service. The monies will be dedicated from the year that the course is completed and paid after the staff member returns to full-time employment.

## ARTICLE VII

### TEACHER EVALUATIONS

A. It is recognized that evaluations are an important and useful tool for identifying staff strengths and weaknesses. Therefore, all employees covered by this Agreement shall be evaluated in accordance with procedures and criteria adopted by the Board.

B. Privacy of Records

1. An employee's personnel records, including evaluation reports, are privileged, confidential, and shall not be made available to the public except when required by law. The employee has the right to examine his/her records in the Administrator's office, in his presence, at a mutually convenient time. In addition, the employee may use these records if it becomes necessary to defend himself/herself before the Board.

2. Whenever a document is placed in a teacher's file, the teacher will be given a copy thereof. The teacher will return the copy with his/her signature affixed thereto, indicating that he/she has read the document. He/she shall have the right to submit a written comment which shall be attached to the copy on file.

3. When an employee's personnel records are to be reviewed by the Board, that review shall be made in executive session, subject to the Open Public Meetings Act. The Administrator shall be present at all times and shall be able to certify that no items were added or removed, copied or reproduced in any way, in part, or in toto.

## ARTICLE VII

### TEACHER EVALUATIONS - continued

#### C. Observation Conference

Subject to applicable law and regulation, an observation conference shall be held with the employee prior to placing a copy of the observation in the personnel file. This conference shall be scheduled by the employee within ten (10) days after the observation. The employee will receive a copy of the written observation report within ten (10) days of the conference and prior to it being filed in his/her personnel file. The employee may request a follow up conference to discuss the written observation report. He/She will indicate receipt of a copy by signing the original report. The employee shall have the right to add a written response to the observation report in his/her personnel file within ten (10) days of the receipt of the report.

#### D. Evaluation Conference

Subject to applicable law and regulation, an evaluation conference shall be held with the employee prior to placing a copy of the annual evaluation in his/her personnel file.

ARTICLE VIII  
WORK SCHEDULE

A. School Year

1. The school calendar shall be set by the Board. It shall include no more than 184 contractual days, 180 of which are defined as teacher-pupil contact days. One day is to be designated as a full seven (7) hours dedicated to parent teacher conferences.

(a) The Board may schedule additional teaching days as a precaution against storm or other emergency closings. Unused cushion days will be deducted from the end of the school term.

(b) School will be closed for two (2) days to encourage teachers to attend the N.J.E.A. Convention.

2. The Board may, in consultation with the Association, schedule additional days, and or shorten school days for purposes such as orientation, curriculum development workshops, in-service education, and parent-teacher conferences.

3. Shortened School Days

The day preceding Thanksgiving Day recess and the last school day preceding the winter holiday will be a shortened days for students and staff. The last three (3) days of the school year will be shortened days for students. Teachers will be required to remain in the building for a full day on the two days preceding the last day of the school year. The last day of school will be a shortened day for staff.

B. School Day

1. Check-in Procedure

As professionals, teachers are expected to devote to their assignment the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock

## ARTICLE VIII

### WORK SCHEDULE - continued

out" by hours and minutes. Teachers shall indicate their presence for duty by placing a checkmark in the appropriate column of the faculty "sign-in roster".

#### 2. Arrival and Dismissal

(a) The normal work day is established to be seven (7) hours.

Teachers shall be permitted to leave the building after the buses have left and when teaching related tasks are completed.

(b) Teachers are free to leave the building for their duty-free lunch period, but are required to notify the office. Permission from the Chief School Administrator must be obtained to leave the building at all other times.

#### 3. Lunch Period

All employees are entitled to and shall be scheduled for a duty-free lunch period of at least thirty (30) minutes each day.

#### 4. Preparation Period

All employees covered by this Agreement shall be scheduled for a period each day, free from student supervision responsibility, to prepare teaching plans and materials.

### C. Meetings

#### 1. Faculty and Other

Teachers may be required to remain after the end of the regular work day, without further compensation, for the purpose of attending faculty or other professional meetings called by the Chief School Administrator. Faculty meetings will not be scheduled more than once per week and will not extend beyond 4:30 and will not exceed one (1) hour in length.

#### 2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school work day, and which require attendance, shall not ordinarily be called on Friday or on any day immediately preceding a holiday, or other day upon which teacher attendance is not required at school.

ARTICLE VIII

WORK SCHEDULE - continued

3. Association representatives may ask to be placed on the meeting agenda for the purpose of making an announcement.

4. Parental conference days will be scheduled at the end of the week.

ARTICLE IX  
COMPENSATION

- A. Salary will be determined on the basis of placement on the salary guide.
- B. Placement on any of the advanced credit guides will be made on the basis of graduate credits earned as of September 1 of the contract year.
- C. To assist the Board in the development of its budget and to thereby assure that adequate funds for salary will be available, an employee covered by this Agreement will submit, in writing, and no later than the regularly scheduled January Board meeting, notice of his/her expectation of eligibility for advancement from one column on the guide to another.
- D. Verification of eligibility for advancement must be submitted to the Board, through its Administrator, by no later than the first working day of the school year. Certification in writing from the employee will be accepted as evidence for eligibility until official transcripts are available.
- E. In the event that a question arises as to the relativity of a particular course, individual cases will be decided by the Board on their individual merits. Board approval of a course constitutes eligibility toward advancement on the salary guide pending successful completion of the course.
- F. Progress on the guide shall be pursuant to applicable statutes and regulations. New personnel shall be placed on the guide with recognition of prior public school teaching experience to a maximum of Step 5. In order to be eligible to receive an increment for a year of service to the district, a ten-month teacher must be in pay status for one day more than one-half of the scheduled work days of the ten-month school year.

## ARTICLE IX

### COMPENSATION - continued

G. Longevity payments will be made as set forth in Steps L1, L2, and L3 of the Salary Guide which is attached hereto and made a part hereof.

1. Teachers hired after June 30, 1997 must work in the district for ten years to qualify for the longevity payments.

2. Payments will begin in the first year after a teacher has reached the top step of the regular salary guide.

#### H. Automatic Payroll Deductions

Subject to applicable law, the Board agrees to deduct dues to the S.E.A., S.C.E.A., N.J.E.A., and N.E.A., or to any one, or any combination of such associations, as said teachers individually and voluntarily authorize. Monies withheld will be forwarded promptly to the Treasurer of the S.E.A. for disbursement.

#### I. Summer Pay Plan

Each teacher may individually elect to have a percentage deducted from his or her monthly pay for the purpose of extending salary payments over a twelve (12) month period. Within three (3) working days after each pay day, these funds shall be deposited in an account agreed upon by the majority of participating Association members. Proper notice shall be given to the Secretary of the Board of Education.

#### J. Salary Payment Schedule

Annual salary shall be paid in twenty (20) equal installments on the fifteenth (15th) and last day of the month. When the scheduled pay falls on a weekend or during a holiday period, checks will be distributed on the last school day preceding that date. September salary checks will be distributed on the Friday following Labor Day and on the last day of the month.

K. In the event a faculty member is requested by the Board to write a grant proposal, compensatory time shall be granted.

## ARTICLE IX

### COMPENSATION - continued

L. Payment for any Board sponsored Extra Curricular Activities will be offered on a program-by-program basis.

M. The yearly payments for extra service for the following positions: yearbook, student council, and public relations shall be \$850. Teachers supervising overnight class trips as chaperons approved by the CSA shall be compensated at the rate of \$75 per night. The Board shall provide reimbursement for fees and costs associated with required training and license as lifeguard and CPR.

N. Teachers shall be reimbursed at the rate of \$.36 cents per mile for the use of their own vehicles when attendance at the activity is approved and the distance is fifty (50) miles or greater round trip.

## ARTICLE X

### REPRESENTATION FEE

A. If an employee does not become a member of the Association during any membership year 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 that 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. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its own members.

C. Once during each membership year covered in whole or in part by the Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, for the paycheck paid to each employee of the aforesaid list during the remainder of the membership year in question.

D. The employer shall remit the amount deducted to the Association monthly, on or before the 15<sup>th</sup> of the month following the month in which such deductions were made. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

E. These deductions will commence on the next month following the new employees successful completion of the required probationary period.

ARTICLE X

REPRESENTATION FEE - continued

F. The Association shall establish and maintain at all time a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6 and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making such deductions.

G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

## ARTICLE XI

### SEPARABILITY AND SAVINGS

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any application thereof to any employee or group of employees, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XII

### FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the final understanding and settlement by the two (2) parties of all negotiable issues which were the subject of collective negotiations. It is the understanding of both parties that the foregoing provisions will preclude both parties from reopening negotiations during the term of this Agreement, except for dealing with a change in terms and conditions of employment proposed by the Board, or by mutual consent.

B. 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.

ARTICLE XIII  
DURATION OF AGREEMENT

The term of this Agreement shall be from July 1, 2003 through June 30, 2006, for language, and July 1, 2003 through June 30, 2006 for salary, and from year to year thereafter, subject to a written notice from either party to the other of the desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than one hundred and sixty-five (165) days prior to the Board's required budget submission date. The foregoing reference is derived from Public Employment Relations Commission regulation, section 19:16-2.1, and the adoption of a required budget submission date for school districts. In the event of any change in the P.E.R.C., statute of regulation, this Article shall be deemed to have been amended to conform to such change.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

ATTEST

STILLWATER TWP. BOARD OF EDUCATION

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ATTEST

STILLWATER EDUCATION ASSOCIATION

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