

AGREEMENT BETWEEN

THE STOW CREEK EDUCATION
ASSOCIATION

AND

THE STOW CREEK TOWNSHIP
BOARD OF EDUCATION

FOR THE PERIOD

July 1, 2022 to June 30, 2025

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**AGREEMENT BETWEEN
THE STOW CREEK EDUCATION ASSOCIATION
AND THE
STOW CREEK TOWNSHIP BOARD OF EDUCATION**

PREAMBLE

This agreement is entered into between The Board of Education of Stow Creek Township, New Jersey, hereinafter called the "Board," and the Stow Creek Education Association, hereinafter called the "Association."

ARTICLE I - RECOGNITION

A. UNIT

The Stow Creek Township Board of Education hereby recognizes the Stow Creek Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certificated teachers under contract, or on leave, employed by the Board as a teacher. The Board also recognizes the Association as the Collective Bargaining Negotiator for salaries and other benefits for the following District Personnel:

Custodian – Full and Part Time
School Aides (Office, Playground, Instructional, etc.)
Nurse

B. DEFINITION OF TEACHER

Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to all State certificated teachers represented by the Association in the negotiating unit as above defined.

ARTICLE II – NEGOTIATIONS AGREEMENT

This Agreement incorporates the entire understanding of the parties on issues which were or could have been the subject of negotiation.

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

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

Beginning not later than December 15th of the calendar year preceding the calendar year in which this agreement expires, the parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of association members' employment. Any Agreement so negotiated shall apply to all Association members, and shall be reduced to writing and be submitted for ratification by the Association and be approved by the Board. If ratified and approved it shall be signed by both parties and will be adopted by the Board

ARTICLE III -GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **Grievance:** A “grievance” is a claim by an employee or the Association based upon the interpretation, application, or violation of the agreement, policies or administrative decisions affecting terms and conditions of employment
2. **Aggrieved person:** An “aggrieved person” is the person or persons of the Association making the claim.
3. **Party in interest:** A “party in interest” is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to resolve at the lowest possible level, any differences concerning the contract 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. Time limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should 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.
- B. If the grievance is not filed within the time limits specified within this procedure, the grievance shall be considered invalid. If the Board or its agents do not act within the time limits specified within the grievance procedure then the grievance shall be upheld in favor of the teacher.

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 last teacher working day and, if left unresolved until the first teacher working day of the following contract year could result in irreparable harm to the party of interest, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practical.

3. Any grievance must be filed within ten school days of its occurrence. Failure to act in said ten days shall be deemed to constitute an abandonment of the grievance.
4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance, and any effect thereof shall have been fully determined.
5. All Level 2 and 3 grievances shall be submitted on a form mutually agreed upon by the Association and the Board.

❖ Level 1 – Informal

A teacher with a grievance shall first discuss it with the Superintendent or immediate superior, with the objective of resolving the matter informally.

❖ Level 2- Superintendent

If the subject is not resolved to the aggrieved person's satisfaction through this informal discussion, the grievance will be submitted in writing within two school days to the Superintendent, with a copy to the Association. A decision shall be rendered by the Superintendent in writing within ten school days of receipt of the written grievance.

❖ Level 3 - Board

1. If the grievance is not resolved to the aggrieved person's satisfaction, within ten school days the aggrieved person shall submit his grievance to the Board of Education. A copy of the written grievance called for in Level 3 shall be furnished to the Superintendent and the Association.
2. A hearing shall be granted at the next regularly scheduled Board meeting, provided that at least five days between the filing of the grievance at this level and the Board meeting notice is provided.
3. Within ten school days from said hearing the Board shall, in writing, advise the aggrieved person and the Association of their determination and shall forward a copy of said determination to the Superintendent.

❖ Level 4 —Advisory Non-Binding Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the employee, the Association may request a review by a third party. Such request must be made in writing to the Board of Education through the Chief School Administrator's Office within ten (10) school days of the Association's receipt of the Board's decision.

The following procedure will be used to secure the services of an arbitrator:

- a. A joint request will be made to the New Jersey Public Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the NJ Public Relations Commission to submit a second roster of names.
 - c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the New Jersey Public Relations Commission may be requested by either party to designate an arbitrator.
 - d. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be advisory for the parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.
 - e. Each party will bear the total cost incurred by themselves.
 - f. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
6. A teacher, in order to process a grievance beyond Level III, must have the request for such action accompanied by the written request for such action by the Association.
 7. No claim by a teacher shall constitute a grievable matter beyond Level III if it pertains to:
 - a. Any matter for which a detailed method of review is prescribed by law or
 - b. Any rule or regulation of the State Commissioner of Education, but not the violation misinterpretation, or misapplication of such rule or regulation or
 - c. Any matter which, according to law, is beyond the scope of the Board's authority or

- d. Any complaint of a non-tenure teacher which arises by reason of not being re-employed

D. RIGHTS OF TEACHERS AND THE BOARD TO REPRESENTATION

1. Any aggrieved person(s) may be self-represented at all stages of the grievance procedure or optionally, by a representative selected or approved by the Association. The Association shall have the right to have a representative present as an observer, at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance by reason of such participation. Either party shall have the right to designate its own representative to participate at any stage of the grievance procedure.

E. MISCELLANEOUS

All decisions rendered at Levels 2, 3, and 4 of the Grievance Procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

F. CONTENT OF FORM

The grievance form shall be used from Level 2 and shall contain at least:

1. The nature of the grievance and date of occurrence
2. The nature and extent of the injury, loss or inconvenience
3. Dissatisfaction with the results of previous discussions and decisions
4. Remedy sought

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

A. RELEASED TIME FOR MEETINGS

Whenever any representatives of the Board and the Association mutually agree to schedule negotiations or grievance proceedings within the school system during working hours, such representatives of the Association shall suffer no loss of pay.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives may be permitted to use the school building at reasonable hours for meetings, provided that this shall not interfere with or interrupt normal school operations. Meetings shall not be held during the hours that children are in attendance.

Requests for such meetings must be approved at least one day in advance by the Superintendent.

C. **USE OF SCHOOL EQUIPMENT**

The Association and its representatives may be permitted to use school equipment upon the approval of the Superintendent when it is otherwise not in use. The Association shall pay for the cost of all materials and supplies incident to such use.

D. **BULLETIN BOARDS**

The Association shall be assigned space on the bulletin board in the central office for the Association notices.

E. **MAIL FACILITIES AND MAIL BOXES**

The Association shall have the right to use the intra-school mail facilities and school mailboxes as it deems necessary and without the approval of the Superintendent.

ARTICLE V - TEACHER RIGHTS AND RESPONSIBILITIES

A. **Rights and Protection in Representation**

In accordance with the existing laws, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, participation in any activities of the association and its affiliates collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or condition of employment.

B. **No Restriction of Rights Under the Law**

Nothing contained herein shall be construed to deny or restrict to any teacher rights provided under New Jersey school laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by New Jersey law.

C. **Just Cause**

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. **Association Identification**

No teacher shall be prevented from wearing pins or other identification of membership in the Association, or its affiliates.

E. **Controlling Contract**

Any individual contract between the Board and an individual teacher, heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

F. **Criticism of Teachers**

Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

G. **Required Meetings or Hearings**

Whenever any employee is required to appear before the principal or his designee, Board committee member, representative or agent thereof concerning a disciplinary matter which could adversely affect the continuation of that employee 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.

H. **Trips Beyond the School Day**

For any trip that extends more than seven (7) hours past the regular school hours, staff affected will be compensated with an additional Personal Day the work day immediately following the trip.

ARTICLE VI-- TEACHER WORK YEAR, TEACHING HOURS and LOAD

A. **Work Year**

The calendar shall consist of 180 Student Instruction days plus five (5) in-service days for all teachers except new first-year teachers who may be required to report for two (2) additional in-service days (seven (7) total). One full or two half

days before the start of the students' school year shall be used for the preparation of classrooms and lessons.

B. Early Dismissal Days

The day immediately preceding the Thanksgiving, Christmas or Easter breaks will be a one-session (4 hour, 20 minutes) school day.

C. Arrival and Dismissal Time

A teacher's workday shall not be more than six hours and fifty minutes. The Board will provide an arrival and dismissal time for each building reflecting the six hour-fifty minute day. The times may be different for each school building. Teachers shall provide six hours per day of student contact time. Teachers shall be permitted to leave no later than five minutes after the close of the pupils' instructional day except as provided in Section D. of this Article and on Fridays or a day preceding holidays or vacation, the teacher's day shall end at the close of the pupil's day. Teachers shall have a duty free lunch period. No lunches will begin before 10:50 a.m.

D. Faculty or Professional Meetings

Teachers may be required to remain after the end of the regular workday, without compensation, for the purpose of attending faculty or other professional meetings an average of two days each month in an academic year. In house meetings on full session days shall begin within fifteen minutes of student dismissal time and shall run no longer than sixty minutes. If additional time is needed, students shall be dismissed early. A schedule of these meetings will be developed by the Chief School Administrator and distributed to the staff no later than September 15 of the academic year. It is understood that this schedule will have to be adjusted due to the school calendar, the required attendance of teachers at evening activities, or any other unforeseen circumstances.

E. Changeability

Both parties recognize that the Board may change the starting time of the School day in future years as need arises without changing the length of the instructional day as discussed in paragraph C. of this section.

F. Leaving Building

Teachers may leave the building without requesting permission during their scheduled duty free lunch periods. They shall inform the office of their intent to leave and sign out on the sheet provided.

G. Inclement Weather

Employee attendance shall not be required whenever student attendance is not required due to inclement weather, except in emergency situations and except for custodial staff who may be required to be present to prepare the building for students/teachers once the emergency has passed.

H. Evening Functions

Teachers shall be required to attend the following evening functions:

1. Two Parent-Teacher Conference Nights (time limit of 6:00 p.m. to 8:15 p.m.)
 - a. The school day shall consist of an early dismissal (4 hrs, 20 minutes) for students and teachers whenever teachers are required to return in the evening for parent conferences.
2. One "Meet Your Teacher" program
3. Holiday Concert** (in the building in which they work)
4. Spring Concert/Musical** (in the building in which they work)
5. Any extra or co-curricular activity coach or advisor who received a stipend will present the corresponding awards at the Eighth Grade Awards Banquet** (at no charge to staff).
6. Graduation

Teachers will be automatically excused from asterisked (**) events provided they provide the superintendent with ten days notice that there is a conflict with a family-related event.

ARTICLE VII - NON-TEACHING DUTIES

A. Teachers shall not be required to keep money collected from students overnight.

B. Preparation Time

All teachers shall have a minimum of one hundred fifty minutes per full (5 day) school week (pro-rated for work weeks of less than five days) with increments of not less than thirty minutes for regular classroom teachers, for duty free preparation purposes, unless there is a scheduled field trip. The Superintendent shall make every attempt to schedule these events at days/times other than preparation periods for staff. This time shall be scheduled by the Superintendent. The Superintendent shall be responsible for rescheduling lost preparation time in a timely manner.

C. New Jersey State Attendance Registers

New Jersey State Attendance Registers will be kept by the Main Office with a central register. Information for same will be furnished to the office by the teachers on a prescribed form or electronic format.

D. Lunch Money

Lunch money will be collected daily by teachers and sent to the lunchroom. Teachers will provide lunch money envelopes to students once a week or as needed. A daily lunch count form for special orders (e.g. salads) will be taken by classroom teachers.

ARTICLE VIII - TEACHER EMPLOYMENT

- A. Previously accumulated unused sick days shall be registered to all teachers who are returning from an approved leave of absence.
- B. Teachers shall be notified of their contract and salary status for the ensuing year, no later than May 15.
- C. The Board agrees to hire certificated teachers holding a certificate issued by the New Jersey Board of Examiners for every regular teaching assignment.
- D. When a new teacher is employed the following shall apply:
 - 1. Credit on the appropriate training level on the teachers' salary guide for previous outside teaching experience in a duly accredited public school, public college or university; credit not to exceed four years of military or alternative civilian service required by the Selective Service System; credit not to exceed three years of service for Peace Corps, VISTA, or National Teacher Corps; work and time spent on a Fulbright Scholarship may be granted to a teacher upon initial employment.
 - 2. Upon initial employment, credit for non-public school or college teaching may be granted to a teacher. This amount of credit initially granted shall be retained in the implementation of the teacher's salary schedule for all ensuing years.
 - 3. A new hire may not be placed at a salary level reflecting more than actual earned years of experience.

ARTICLE IX - TEACHER EVALUATION

- A. All teacher evaluations shall be done in accordance with the AchieveNJ Act and the regulations promulgated for implementation.
- B. Teachers shall have the right to review all evaluation reports pertaining to them, and shall have the right to a copy of any such reports upon request.
- C. The contents of a teacher's personnel file shall, by right and upon request, be reviewed by the teacher. A teacher shall be entitled to have a representative of the Association present during such review. At least once every three years, a teacher shall have the right to indicate those documents and/or materials in the file, which are believed to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the Superintendent and if judged to be obsolete or otherwise inappropriate to retain, they may be destroyed. If the

request to remove said material from the teacher's personnel file is denied by the Superintendent, the teacher may then appeal to the Board of Education for such removal.

- D. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the personnel file unless the teacher has had the opportunity to review the material. The teacher shall acknowledge the opportunity to review such material by signing the copy 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 material within ten days of the review when the school district is open. This answer shall be reviewed by the Superintendent and attached to the file copy.
- E. No evaluation of a teacher shall be made by anyone other than authorized N.J. Certificated Administrators.
- F. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

ARTICLE X --TEMPORARY LEAVES OF ABSENCE FOR TEACHERS

Each teacher shall be entitled to the following leaves of absence with full pay each school year.

A. SICK LEAVE

- 1. Teachers who are continually employed by the Board and who are absent because of personal illness or quarantine shall be allowed sick leave with full pay for a minimum of ten days in any school year (pro-rated for teachers who are not full time). If any such teacher requires in any school year, less than the specified number of days of sick leave with pay allowed, all days of such sick leave not utilized shall be cumulative to be used for additional sick leave as needed in subsequent years. The Superintendent may request medical certification of all illnesses. This practice will not normally be followed unless a teacher is absent three or more days or there is a suspected pattern of abuse wherein the Board retains the right to verify the need for the leave.
- 2. Teachers shall be given a written accounting of accumulated sick leave days on or before September 30 of the school year.

B. Personal Leave

- 1. Three days leave of absence for full time teaching personnel for legal, business household or family matters including illness, which require absence during school hours shall be granted to up to two staff members covered by this contract, at any one time. Application to the Superintendent shall be made at least two days before taking such leave (except in the case of emergencies) and no reason for taking such leave other than that he/she is taking it under this section. Any unused personal days shall be accrued as sick days. Part-time teaching personnel shall be entitled to one

personal day and a number of sick days in a fractional proportion to the number of days worked per week (e.g. a person who works a two day week would receive two-fifths of the ten (10) sick days per year for a total of four (4) sick days per year).

2. Temporary leave of absence shall be interpreted to be an absence from assigned duties which, by its nature, is of such pressing importance that it cannot be postponed or performed after employment hours. The applicant for such leave shall not be required to state the reason for taking such leave other than it is being taken under this section, except when such request is for the day before or after a holiday or vacation. Further, temporary leaves of absence shall not be used for vacation purposes in any way.

C. Death in Family

1. Five (5) days leave of absence with pay shall be allowed for death of a teacher's or a support staff (covered by this Agreement with the Association) member's spouse, or Domestic Partner as defined by the New Jersey Domestic Partnership Act, as amended by the New Jersey Civil Union Act, child, step-child, parents, step-parent, brother, sister, grandchildren or step-grandchildren.
2. Three (3) days leave of absence with pay shall be allowed for death of a teacher's or a support staff (covered by this Agreement with the Association) member's, mother-in-law, father-in-law, brother-in-law, or sister-in-law.
3. Two (2) days leave of absence with pay shall be allowed for death of a teacher's or a support staff (covered by this Agreement with the Association) member's grandparents.
4. One (1) day leave of absence with pay shall be allowed for death of a teacher's or a support staff (covered by this Agreement with the Association) member's aunt or uncle.

D. Professional Day

Teachers shall be permitted at least one professional day with prior approval by the Superintendent and the board as per Fiscal Accountability Act of 2007.

- E. Serious Family Illness Days: Up to five days per school year shall be granted in the event of a serious illness in the employee's immediate family. Serious illness shall be defined as a medically verified terminal illness, critical illness, accidental injury or surgery which requires hospitalization, health care facility confinement or the presence of a Board employee in the home. The immediate family will include the employee's spouse; and the employee's and spouse's children, step children, parents, siblings, grandparents, grandchildren or any member of the immediate household. These days will be non-accumulative.

F. Jury Duty

Teachers called to serve on jury duty during the school year will be paid their full salary .

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

ARTICLE XI -- EXTENDED LEAVES OF ABSENCE

A. Illness in Family

A leave of absence without pay of up to one year shall be granted for the purpose of caring for a sick member of the teacher's family. Additional leaves may be granted at the discretion of the Board of Education.

B. Good Cause

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

C. Military Leave (18A:29:11)

All benefits to which a teacher was entitled at the time a leave of absence commenced, including unused accumulated sick leave, shall be restored upon return and the teacher shall be assigned to the same position which was held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

D. Public Office

The Board shall grant a leave of absence without pay to any tenured teacher for a period of either a full semester or a full year, to campaign for or serve in a public office.

E. MATERNITY/PATERNITY/CHILD-REARING LEAVE

1. The Board shall grant maternity/paternity leave to teachers requesting such leave subject to the following stipulation and limitation:
No later than 90 days prior to the anticipated delivery date, the teacher shall request a maternity or paternity leave of absence for the pregnancy related leave, for which accumulated sick leave may be utilized. The Board shall grant maternity/paternity leave to teachers requesting such leave in accordance with the Federal Family and Medical Leave Act as well as the New Jersey Family Leave Act. Sick leave may run concurrently with the leave granted.
2. For the purpose of this provision, a teacher will entitled be to pregnancy related leave in accordance with the Family Medical Leave Act and the New Jersey Family Leave Act as stated in paragraph 1.
3. A teacher anticipating a pregnancy related leave shall notify the Superintendent of the expected dates of the pregnancy related leave at least sixty days before the commencement of said leave, except in cases of medical emergency.

4. During the period of a pregnancy related leave the teacher, will be entitled to use paid sick leave for the entire duration of the leave or until her current and accumulated sick leave days are exhausted, whichever is earlier.
5. Should the pregnancy related leave exceed the number of sick leave days to which the teacher is entitled, she will be placed on unpaid medical leave for the balance of the leave.
6. Any teacher shall be entitled to an unpaid leave of absence for child-rearing purposes for the balance of the school year in which the child is born or adopted and, if desired, for the entire or part of the following school year.
7. The teacher requesting a child-rearing leave shall submit such request in writing at least sixty days prior to the commencement of said leave, except in cases of emergency. Said request shall indicate the anticipated starting date and the desired date of the return, which should coincide with the beginning of the first, second, or third marking period. A change of return date may be requested by the teacher, with sixty days notice.
8. The Board of Education shall, upon request, provide the teacher with the information needed to allow said teacher to take over payment of insurance premiums.

F. EXTENDED ILLNESS:

1. In the event that a tenured teacher shall have exhausted the specified annual and accumulative sick leave days because of extended illness or quarantine; the Board may grant said employee an unpaid leave of absence.
2. The Board reserves the right to regulate the termination date of such a disability leave in order to preserve educational continuity, to the extent provided for by law. When this occurs, a teacher who is on such disability leave shall be entitled to all insurance benefits during the period of actual disability according to the negotiated Agreement and the rules of the insurance carrier. However, time spent on unpaid leave shall not be counted for accrual of any benefits.
3. To preserve educational continuity, any request by a teacher for early return from a disability leave will be reviewed on a case by case basis, and may be granted at the sole discretion of the Board of Education. Proper medical certification shall be required.

G. Advanced Study:

1. Upon written request, a leave of absence without pay for one year may be granted for study with the following stipulations:
 - a. A teacher must have completed at least five full years of continuous service in the Stow Creek Township School District and be tenured.
 - b. No more than one member of the teaching staff annually shall be granted such leave.

- c. Seniority will be the determining factor if more than one teacher applies for leave under this provision during the same time period. Once a teacher has been granted such leave, the teacher will move to the bottom of the seniority list for this purpose only. That teacher will become eligible for such leave again after completing another five years of continuous teaching service in the district, measured from the date of return from leave.
- d. Leaves may be taken for half a school year or for one full year.
- e. Upon return, said teacher shall be entitled to all benefits to which said teacher was entitled at the time of such leave. Said teacher shall be placed on the proper step on the salary schedule. Teachers on said leave may continue any insurance coverage (if able by company permission) by paying said cost of coverage during leave.

ARTICLE XII PROFESSIONAL DEVELOPMENT AND ACADEMIC CAPABILITIES

- A. The Board agrees to implement the following as part of this Agreement:
 - 1. To pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other sessions which a teacher is directed by the administration in writing to take.
 - 2. To pay a stipend of \$350 per credit up to a maximum of six (6) credits per school year for a candidate working towards a higher degree taken to improve teaching performance in Greenwich/Stow Creek Partnership Schools or for a course taken at an accredited four year college or university to improve teaching performance in Greenwich/Stow Creek Partnership Schools.
 - 3. Teachers will be reimbursed up to a total of \$150 per college course for the expenses of books or materials required for the college course (total of \$300 per year).
 - 4. The Superintendent must give written approval prior to registration in order to be certain that the course(s) is/are related to the specific field of teaching of the teacher and is/are approved for reimbursement.
 - 5. Annually is defined as the period from September 1st to August 31st.
 - 6. First year teachers in the Stow Creek Township School District shall not be eligible for such payment.
 - 7. Tuition costs and material costs will be reimbursed payable one calendar year after completion of each course provided the teacher is still an official employee of the district, upon submission to the Superintendent evidence of participation. Official proof of the successful completion of the course with a minimum grade of B and proof of tuition and materials cost are required.

8. Each teacher shall possess and maintain expertise in the subject area assigned as a teaching responsibility.
9. Each teacher shall possess and maintain the ability to implement and utilize any technological advancements that will improve the quality of instruction.
10. Each teacher shall keep abreast and remain fully aware of developing trends in classroom instruction and continually strive to improve instruction through developing in-depth knowledge of educational philosophy and most recent research developments in the subject area of responsibility.
11. Each teacher shall participate in and contribute to curriculum development.

ARTICLE XIII MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Personal and Academic Freedom

1. Teachers shall be entitled to full rights of citizenship as defined in the Constitution of the United States, and therefore no religious or political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination, with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal laws.
2. The personal life of a teacher is not the appropriate concern of the Board except where said personal life prevents the teacher from properly performing his assigned functions during the work day.

C. Teacher – Administration Liaison

The Association's representatives shall meet with the Superintendent during the school year to review and discuss current school programs and practices and the administration of this Agreement. Meetings may be arranged when deemed necessary by the Association or the Superintendent. The date shall be mutually agreed upon.

D. Involuntary Transfer

It is recognized that some transfer or reassignments of teacher may be made on an involuntary basis. Notification of such transfer shall be made on a person-to-person basis. In the event that a teacher objects to such transfer or reassignment, when requested, the Superintendent shall meet with the

teacher. At the teacher's option, an Association representative may be present at such meeting. Every effort shall be made to fill the position by a qualified volunteer, as determined by the Superintendent and the Board; if one is available to fill said position. The final decision shall be made by the Board.

E. Use of Buildings

The Board will establish rules for the use of buildings by outside organizations. These rules are to assure that disruption of the regular school schedule and loss of instructional time are kept to an absolute minimum

F. Staff Members' Non-resident Children

Non-Resident teachers and administrative staff of the district will be extended the professional courtesy of having their children enrolled on an annual basis as tuition-free student provided that:

1. They are not special education students who require additional services outside of the school district.
2. They are not high school students.
3. They have exemplary discipline records and are recommended by the superintendent.
4. Their enrollment will not necessitate any additional classroom personnel.
5. All requests shall be in writing by May 15th; a response will be given by July 31st.
6. Under no circumstances will the Board provide transportation to or from the district or any other educational facility
7. They are not preschool students

ARTICLE XIV – SALARIES

- A. Salary Schedule The salary of each teacher covered by this Agreement is set forth in the **Schedule A** which is attached hereto and made a part thereof.

During the term of this agreement, increases shall be as follows:

2022 - 2023 – 3.0% increase, inclusive of increment

2023 - 2024 – 3.0% increase, inclusive of increment

2024 – 2025 – 3.0% increase, inclusive of increment

The 3.0% increase shall include all increases for all staff, including Custodian and Aide.

Effective July 1, 2022, and for the duration of the collective negotiations agreement, the starting salary for those positions shall be as follow:

- a. Aide - \$23,259
- b. Custodian - \$32,000

Employees hired during the term of the contract shall be brought in at the rate listed above unless a different rate is recommended by the Superintendent after consultation with the Business Administrator and based upon the new employee's experience, education and other relevant factors. All new salaries are subject to the final approval of the Board. The new employee will not be brought in at a higher salary than a current employee with similar credentials.

All current employees in the title of Custodian and Aide shall receive a percentage increase in each year of the contract, which is included in the salary increase set forth above.

B. Salary Step Placement

1. An employee at the highest step shall remain at the highest step for each ensuing year.
2. The parties mutually agree that should negotiations for a successor collective negotiations agreement not be completed prior to the expiration of this collective negotiations agreement, unit members shall not be advanced on the salary guide either vertically or horizontally, and shall receive no increase in compensation until a new agreement is reached. Unit members shall continue to receive the same salary received on the final day of this collective negotiations agreement until such time as a successor agreement is reached. Movement on the guide shall be interpreted to include a vertical step increase and/or a column differential based on educational credit or degree attainment. Unit members have their salary frozen until negotiations for a new contract are completed, the agreed upon salary increases have been distributed through mutually acceptable guides, and both parties have ratified the agreement.

C. Method of Payment

1. Each 10-month employee teacher and support staff member covered by this Agreement shall be paid in twenty (20) equal semi-monthly installments to be paid on the 15th and the last working day of each month. Each 12-month employee shall be paid in twenty-four (24) equal semi-monthly installments to be paid on the 15th and the last working day of each month.
2. Any employee may elect to be paid by Direct Deposit to a banking institution of his/her personal choice.
3. Teachers may elect to have specified amount of money deducted and deposited into credit union of teacher's choice from their pay monthly. Teachers seeking the deductions shall notify the Board as to the amount of the deduction at the beginning of the school year. Changes may not be made during the school year.
4. Teachers may elect to have monies be deducted from their salaries and deposited in up to five mutually chosen tax sheltered annuity companies. Said monies shall be disbursed to the specified companies within five working days after such deductions have been made.
5. Hourly employees shall be required to submit time sheets on the 15th and the last

working day of each month.

6. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
7. Each teacher shall receive his/her final pay in June when he/she has completed the requirements for the closing of school and this has been certified by the principal.
8. Teachers who elect to have summer pay deducted from their pay checks shall receive two (2) equal payments. Payments shall be available to staff members on July 7 and August 7.

D. Travel

1. Reimbursement for travel expenses may be given to any faculty member for travel that falls outside the realm of his prescribed duties, with prior written approval of the Superintendent and, if total event is over \$150, with prior approval of the Board of Education.
2. Stow Creek teaching staff members who are required to travel between Morris Goodwin School and Stow Creek School during the course of the school day to complete their work assignment will receive mileage reimbursement at the rate allowed by the State of New Jersey.
3. No teacher shall be required or expected to transport students.

E. Insurance

1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premium to provide insurance coverage for the full twelve month period commencing September 1 and ending August 31; when necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
2. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and Association and shall include the New Jersey School Employee Health Benefits Plan.
3. No later than the beginning of the school year, the Board shall provide to each teacher a description of the health-care coverage under this Article which shall include a clear description of conditions and limits of coverage as listed above.
4. Family coverage on the above insurance programs is included.
5. Effective July 1, 2002, should the Board elect to terminate coverage under the State Health Benefits Plan and offer health benefits coverage with another carrier equal to or better than the State Health Benefits Plan, employees shall receive an annual payout of the lower of

\$5000 or 25% of the premium for the year in which they elect to waive coverage under the district's medical benefits package.

6. Effective July 1, 2022, or as soon as possible thereafter, the Board shall provide for AmeriHealth NJ PPO 10 as the base plan for health benefit coverage and prescription drug plan for all employees not in the New Jersey Educator's Plan. Should the Board elect to terminate coverage under this plan, they will offer health benefits coverage with another carrier equal to or better than this plan. Prescription co-pays shall be as determined by the NJSEHBP or equivalent.
 7. A member must be employed for a minimum of twenty-five (25) hours per week to be eligible for insurance coverage.
- F. Board will establish and administer a Section 125 Flexible Benefit/Savings Account and deposit \$500 per employee per year into the account to be spent for qualifying expenditures at the employee's direction. Employees will be able to voluntarily have additional pre-tax amounts deposited from their pay up to limits allowed under Section 125 Regulations for any items allowed under Section 125 with the exception that non-tenured employees are limited to \$1000 of Dependent Care. The employee will be permitted to rollover the maximum amount allowed each year under Section 125 Regulations.

G. Disability Deduction

The Board agrees to deduct from the teachers' salaries, monies for the NJEA endorsed Disability insurance program and the CSEFCU PLAN as said teachers individually and voluntarily authorize the Board to deduct and transmit the monies promptly to such programs. Any teacher may have such deductions discontinued at any time upon sixty days written notice to the Board and the appropriate association.

H. Retirement

1. Any full-time or part-time teacher who retires according to the provisions of the Pension and Annuity Fund in order to receive immediate benefits and not merely "deferred retirement" shall receive payment for up to a maximum of 150 unused accumulated sick days at the rate of fifty dollars (\$50).
2. Retiring support staff will be reimbursed for up to 50 accumulated sick days at the rate of \$25.00 per day.
3. The teacher shall notify the Board of his/her intention to retire by January 1 to be eligible for this benefit to be paid by July 1. If the employee notifies the Board after January 1, it will result in payment of the benefit the following year on July 1.
4. To be eligible for payment of this benefit, the teacher must have fifteen (15) years of service in the Stow Creek Township School District.

I. Mentoring Stipends

1. Without state funding the Board will pay a stipend of \$275 to teachers serving as mentors. An additional \$275 will be paid by the teacher trainee.
2. With state funding the Board will pay a stipend of \$550 to teachers serving as mentors. Any additional funding from the state will be used to support released time and professional workshops for teachers involved in the mentoring process.

J. Extra-Curricular Activity Stipends

Teacher participation in extracurricular activities and/or sports which extend beyond the school day will be voluntary and shall be compensated with board approval.

ACTIVITY	2022-23	2023-24	2024-25
Teacher-in-Charge	1000	1000	1000
Testing Chair	450	450	450
Athletic Coordinator	500	500	500
Student Council Advisor	1000	1000	1000
Safety Patrol Advisor	800	800	800
Yearbook Advisor	800	800	800
Honor Society Advisor	300	300	300
Mixed Chorus	700	700	700
Chorus/Drama	800	800	800
Boys Basketball Coach	900	900	900
Girls Basketball Coach	900	900	900
Soccer Coach	800	800	800
Field Hockey Coach	800	800	800
Volleyball Coach	800	800	800
Away Sports Event Chaperone – requires prior CSA approval/event	\$40/event	\$40/event	\$40/event
Cross Country Coach	700	700	700
Eighth Grade Advisor *to be divided if more than one advisor	800	800	800
Art Club Advisor	800	800	800

The above stipend scale holds as long as there are 15 administration approved games or practices per sport or activity per season. Under 15 and the stipend remains \$700.

K. Student Activity Fund Notices

The Association will be given reports on the ledger balance of the various Student Activity Funds on October 1, December 1, March 1, and June 1 each year.

L. Tutoring, Home Instruction, Summer Professional Development

For tutoring, home instruction and summer professional development, as approved by the Superintendent or his designee, the Board shall provide an hourly rate as follows:

2022-2023 - \$25/hr.

2023-2024 - \$28/hr.

2024-2025 - \$31/hr.

ARTICLE XV ASSOCIATION PAYROLL DUES DEDUCTION

- A. The Board agrees to deduct from the salaries of its employee dues for the Stow Creek Education Association, Cumberland County Education Association, the New Jersey Education Association, and National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 NJ. Public Laws of 1969 (NJSA 52: 14-15,9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Stow Creek Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- B. Each of the associations named above shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. Dues deducted are submitted to NJEA, as fees, not to the local association.

1. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and dates of employment 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.

- D. The Association will establish and maintain a Demand and Return System. The Association must provide non-members with adequate audited information that explains the basis of the fee and must notify non-members annually, giving non-members adequate time to state objection to the fees. The Board of Education will receive evidence of the Demand and Return System each year.
- E. The Association must provide an appeal procedure to contest the fee. The burden of proof rests with the majority representative. The Association must establish an escrow account for fees that are in dispute.
- F. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability, including liability for reasonable counsel fees resulting from any dues deduction in accordance with this Article.

ARTICLE XVI SUPPORT STAFF TERMS AND CONDITIONS

A. Full-Time Aides

- 1. Work Day – Same as teachers
- 2. Work Year – Same as teachers
- 3. Sick Days – Ten (10) days/year
- 4. Lunch – Same as teachers
- 5. Health Benefits same as teachers
- 6. Section 125 Plan as described in Article XIV, F
- 7. Prescription – same as teachers
- 8. Personal Leave – Three (3) days per year
- 9. Vacation – None
- 10. Paid Holidays – None
- 11. Death Leave, as per Article X,C

B. Full-Time Custodian

- 1. Work Day – Eight (8) hours inclusive of lunch
- 2. Work Year – Twelve (12) months, Monday through Friday
- 3. Sick Leave – Twelve (12) days/year
- 4. Lunch – Thirty (30) minutes paid
- 5. Health Benefits same as teachers
- 6. Section 125 Plan as described in Article XIV, F

7. Prescription – Same as teachers
 8. Personal Leave – Three (3) days per year
 9. Vacation –
 - a. Ten (10) days per year for the first six (6) years of employment.
 - b. Fifteen (15) days per year after six full years of employment
 - c. Twenty (20) days after 20 years of employment
 - i. Vacation time will be used during July and August unless it has been approved by the Superintendent six weeks in advance during times in which the district can supply adequate replacement services.
 10. Paid Holidays – Labor Day, Veterans Day*(When school is closed for students), Columbus Day *(When school is closed for students), Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Good Friday, Easter Monday, Memorial Day, and the Fourth of July.
 11. Death Leave, as per Article X,C
 12. Annual stipend of \$2,500 per year when custodian holds the Certified Educational Facilities Manager certificate
 13. Annual stipend of \$500 per year when custodian holds the CDL with School Bus endorsement
- C. Part-Time Custodian
1. Work Day – Up to four (4) hours per day, not to exceed 19 hours per week
 2. Work Year – Assigned days during school year, and other assigned days during summer recess.
 3. Sick Leave – Ten (10) days, pro-rated
 4. Lunch – None
 5. Health Benefits- None
 6. Dental –None
 7. Prescription – None
 8. Personal Leave – None
 9. Vacation – None
 10. Paid Holidays – None
 11. Death Leave, as per Article X,C
- D. Part-Time All Purpose Aide (maximum 19.5 hours per week)

1. Work Year – Beginning with the first day of teacher attendance, the aide is required to work in September continuing each week school is open during the school year and thereafter until June 30th.
2. Sick Leave – Pro-rated based on hours worked (statute)
3. Lunch – Thirty minutes un-paid
4. Health Benefits – None
5. Dental – None
6. Prescription – None
7. Personal Leave – None
8. Vacation – None
9. Paid Holidays – None
10. Death Leave, as per Article X,C

ARTICLE XVII - RIGHTS OF THE BOARD

Except as otherwise provided in this Agreement and under the provision of Chapter 123, Public Laws 1974, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the Stow Creek Township School District to the extent authorized by law.

ARTICLE XVIII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2025 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

YEAR 1
2022-23

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	57,331	58,331	59,331	60,331	61,331	62,331
2	57,831	58,831	59,831	60,831	61,831	62,831
3	58,331	59,331	60,331	61,331	62,331	63,331
4	58,831	59,831	60,831	61,831	62,831	63,831
5	59,581	60,581	61,581	62,581	63,581	64,581
6	60,331	61,331	62,331	63,331	64,331	65,331
7	61,081	62,081	63,081	64,081	65,081	66,081
8	61,831	62,831	63,831	64,831	65,831	66,831
9	62,931	63,931	64,931	65,931	66,931	67,931
10	64,031	65,031	66,031	67,031	68,031	69,031
11	65,211	66,211	67,211	68,211	69,211	70,211
12	66,411	67,411	68,411	69,411	70,411	71,411
13	67,661	68,661	69,661	70,661	71,661	72,661
14	68,911	69,911	70,911	71,911	72,911	73,911
15	70,161	71,161	72,161	73,161	74,161	75,161
16	71,461	72,461	73,461	74,461	75,461	76,461
17	72,761	73,761	74,761	75,761	76,761	77,761
18	74,061	75,061	76,061	77,061	78,061	79,061
19	76,361	77,361	78,361	79,361	80,361	81,361
20	78,661	79,661	80,661	81,661	82,661	83,661

YEAR 2
2023-24

Salary Guide
Step

	BA	BA+15	BA+30	MA	MA+15	MA+30
1	58,228	59,228	60,228	61,228	62,228	63,228
2	58,728	59,728	60,728	61,728	62,728	63,728
3	59,228	60,228	61,228	62,228	63,228	64,228
4	59,728	60,728	61,728	62,728	63,728	64,728
5	60,478	61,478	62,478	63,478	64,478	65,478
6	61,228	62,228	63,228	64,228	65,228	66,228
7	61,978	62,978	63,978	64,978	65,978	66,978
8	62,728	63,728	64,728	65,728	66,728	67,728
9	63,828	64,828	65,828	66,828	67,828	68,828
10	64,928	65,928	66,928	67,928	68,928	69,928
11	66,108	67,108	68,108	69,108	70,108	71,108
12	67,308	68,308	69,308	70,308	71,308	72,308
13	68,558	69,558	70,558	71,558	72,558	73,558
14	69,808	70,808	71,808	72,808	73,808	74,808
15	71,058	72,058	73,058	74,058	75,058	76,058
16	72,358	73,358	74,358	75,358	76,358	77,358
17	73,658	74,658	75,658	76,658	77,658	78,658
18	74,958	75,958	76,958	77,958	78,958	79,958
19	77,258	78,258	79,258	80,258	81,258	82,258
20	79,558	80,558	81,558	82,558	83,558	84,558

YEAR 3
2024-25

Salary Guide
Step

	BA	BA+15	BA+30	MA	MA+15	MA+30
1	59,056	60,056	61,056	62,056	63,056	64,056
2	59,556	60,556	61,556	62,556	63,556	64,556
3	60,056	61,056	62,056	63,056	64,056	65,056
4	60,556	61,556	62,556	63,556	64,556	65,556
5	61,306	62,306	63,306	64,306	65,306	66,306
6	62,056	63,056	64,056	65,056	66,056	67,056
7	62,806	63,806	64,806	65,806	66,806	67,806
8	63,556	64,556	65,556	66,556	67,556	68,556
9	64,656	65,656	66,656	67,656	68,656	69,656
10	65,756	66,756	67,756	68,756	69,756	70,756
11	66,936	67,936	68,936	69,936	70,936	71,936
12	68,136	69,136	70,136	71,136	72,136	73,136
13	69,386	70,386	71,386	72,386	73,386	74,386
14	70,636	71,636	72,636	73,636	74,636	75,636
15	71,886	72,886	73,886	74,886	75,886	76,886
16	73,186	74,186	75,186	76,186	77,186	78,186
17	74,486	75,486	76,486	77,486	78,486	79,486
18	75,786	76,786	77,786	78,786	79,786	80,786
19	78,086	79,086	80,086	81,086	82,086	83,086
20	80,386	81,386	82,386	83,386	84,386	85,386

Salaries for Aides and Custodians

Effective on July 1st of each year of the contract, all employees employed as of June 30, 2022 shall receive a 3% increase so that their salaries are as follows:

Year 1: PT Custodian: \$19.83/hr.

Aide: \$23,957

Year 2: PT Custodian: \$20.42

Aide: \$24,675

Year 3: PT Custodian: \$21.03

Aide: \$25,416

All employees hired during the term of this agreement shall have a starting salary as follows:

Aide Starting Salary: \$23,259

Full Time Custodian Starting Salary: \$32,000

If an employee is hired during the first year of this Agreement, they will receive a 3% increase on July 1, 2023 and July 1, 2024

If an employee is hired during the second year of this Agreement, they will receive a 3% increase on July 1, 2024

No increases will be provided beyond the term of the Agreement until negotiated and agreed upon by the parties.

CONTRACT RATIFICATION

11/15/22
Date

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries, and their corporate seals be place hereon, all on the day and year first above written.

STOW CREEK
EDUCATION ASSOCIATION

By Janeel Vitagliano
President

By Charlotta Hunter
Secretary

STOW CREEK TOWNSHIP
BOARD OF EDUCATION

By Janet Smith
President

By Robert M. [Signature]
Superintendent

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 7/1/2022 thru 6/30/2025.

Employer: STOW CREEK TWP BOE

County: Cumberland

Date: 2/2/2023

Name: KIM FLEETWOOD
Print Name

Title: SCHOOL BUSINESS ADMINISTRATOR


Signature

