

THE STILLWATER BOARD OF EDUCATION

AND

THE STILLWATER EDUCATION ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

July 1, 2018 — June 30, 2021

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I RECOGNITION .....	1
II MANAGEMENT RIGHTS.....	1
III ASSOCIATION RIGHTS AND PRIVILEGES .....	2
IV EMPLOYEE'S RIGHTS .....	3
V GRIEVANCE PROCEDURE.....	4
VI ADDITIONAL BENEFITS .....	6
VII EVALUATIONS .....	12
VIII TEACHER'S WORK SCHEDULE.....	14
IX PARA-PROFESSIONALS' WORK SCHEDULE .....	16
X ADMINISTRATIVE ASSISTANTS AND CUSTODIANS.....	16
XI SALARIES-CERTIFIED STAFF .....	18
XII SALARIES-NON CERTIFIED .....	20
XIII REPRESENTATION FEE .....	21
XIV SEPARABILITY AND SAVINGS.....	22
XV FULLY BARGAINED PROVISIONS .....	23
XVI DURATION OF AGREEMENT .....	24
APPENDIX TEACHERS SALARY GUIDE .....	25

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 full- and part-time employees in the following classifications; teachers, custodians, administrative assistants, and para-professionals, whether under contract or on official leave, excluding Superintendent, Principal, Assistant Principal, Child Study Team Coordinator, cafeteria workers, confidential employees, maintenance and grounds/head custodian, substitute and casual employees, and all other employees.

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.
- 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 in the public domain 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 and non-certificated personnel, individual and group insurance premiums and experience figures, names and addresses of all personnel, and such other information that shall assist the association in developing intelligent, accurate, informed and constructive positions on behalf of the personnel, 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 Superintendent or Assistant 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 Superintendent or his or her designee. The Association shall pay for the actual costs of all material and supplies incident to such use.

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. The Association will provide the Administration with courtesy copies of all bulletin board postings.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the interschool mail facilities as it deems necessary for official association business.



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.

G. Liaison Council

1. A Liaison Council shall be established on or before September 30th of each school year. The Council shall consist of the Superintendent, another Administrator designated by the Superintendent, and four (4) members of the Association nominated by the Association. Other participants in Council meetings will be invited by the mutual consent of the parties.
2. The Liaison Council shall meet as needed, at least four times per year during nonworking hours, at times which shall not interfere with the regularly scheduled school program as determined by the Superintendent. 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. These meetings may be cancelled if not necessary.
3. The Liaison Council shall establish its own procedural rules by unanimous agreement of all council members.

**ARTICLE IV**

**EMPLOYEE'S RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict any employee 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 posted on the Stillwater School Web Page, and the President of the Association will be contacted. 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 Superintendent.
- C. As new policies which affect the unit are adopted by the Board, they shall be reviewed by the Superintendent 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 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 staff member in his/her office, position or employment or the salary or any increments pertaining thereto,

then s/he shall be given prior written notice of the reasons for such meeting or interview except in emergency such as legal matters or issues involving the health and welfare of students or staff, and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview. Reasons for the meeting or interview will be provided to the extent practicable

- E. Criticism of an employee by an Administrator, or of an administrator by an employee, without justifiable substantive reasons or in cases of emergency, shall be made in private.
- F. The Board shall make available a complete electronic copy of the negotiated Agreement to each staff member within one (1) month of its ratification. Electronic copies of the Agreement shall be supplied to each new employee 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, 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 employee or group 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.



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 employee 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 Superintendent 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 Principal's response. The Superintendent 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.) Copies of the formal grievance and the Superintendent's response will be forwarded to the Association.

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 Superintendent's response, together with a statement explaining why the Superintendent's response is unsatisfactory. A grievance meeting shall be held with the Board, Superintendent, 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 written decision shall be issued within sixty (60) days of receipt of the grievance by the Board Secretary. The decision handed down by the Superintendent 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. 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 arbitrator shall be limited to the issues submitted and shall not consider anything else. The Arbitrator may not add to, subtract from or otherwise modify the Agreement between the parties. 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

The Board will provide health benefits (medical and prescription) to all full-time employees (those working 30 paid hours per week or more) covered by this Agreement and their dependents. A dental plan is available and paid by the Board to cover the employee and their dependents with Delta Dental with a Cap of \$55 per month. Employees will be required to pay a percentage of health insurance premiums for medical and prescription drug coverage at the tier 4, Chapter 78 P.L. 2011 guide rates unless the parties negotiate otherwise. For 2018-19, 2019-20 and 2020-21 only: The parties agreed to a 10% reduction from the applicable tier 4 rates. This provision shall sunset at the expiration of this agreement and shall not be continued beyond the term of this agreement.

With respect to the foregoing health insurance benefits, the Board shall have the right to change insurance carriers. The parties agree that the Board may switch to the New Jersey School Employee Health Benefits Plan (SEHBP) at any time without negotiations.

Employees who elect to waive benefits shall be paid the lesser of twenty-five (25%) percent of the Board's savings towards their health insurance premium or \$5,000, whichever is less.

Health benefit waiver payment shall be made in two installments. The first installment shall be made in December. The remaining portion owed to the employee shall be paid in June.



B. Temporary Leaves of Absence with Pay

1. Sick Days

- a. All employees covered by this Agreement shall be entitled to a maximum of ten (10) days sick leave per year for ten (10) month employees and twelve (12) days sick leave for twelve (12) month employees each contract year. Employees employed after the beginning of the contract year shall be granted sick leave pro-rated by the number of months remaining in the school year of employment at the rate of one (1) sick day per month. All unused sick days shall be cumulative.
- b. Any absence from duty on sick leave may require a medical doctor's certification as to the employee's disability or inability to work due to sickness or injury, pursuant to statute.

2. Teacher Retirement Bonus

- a. Upon full T.P.A.F. retirement, a teacher who has ten (10) to fourteen (14) 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. Eighteen (18) months written notice of intent to retire will be given by the employee or the retirement bonus will be paid the budget year following the employee's retirement.
- b. Upon T.P.A.F. retirement, a teacher who has fifteen (15) to nineteen (19) 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 \$35.00 per day with a CAP of one hundred twenty-five (125) unused sick days. Eighteen (18) months written notice of intent to retire will be given by the employee or the retirement bonus will be paid the budget year following the employee's retirement.
- c. Upon T.P.A.F. retirement, a teacher who has twenty (20) or more 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 for the first one hundred twenty-five (125) unused sick days. An additional twenty-five (25) days (days 126 through 150) will be reimbursed at the rate of \$35.00 per day. Eighteen (18) months written notice of intent to retire will be given by the employee or the retirement bonus will be paid the budget year following the employee's retirement.

3. Support Staff Retirement Bonus

- a. Upon pension retirement from the district, non certified employees who have ten (10) years of service in the Stillwater School system will be entitled to payment for unused sick days at a rate of \$35.00 per day with a cap of one hundred fifty (150) days. Eighteen (18) months written notice of intent to retire will be given by the employee or the retirement bonus will be paid the budget year following the employee's retirement.

4. Sickness in Family

All employees covered by this Agreement shall be entitled to a maximum of three (3) days per contract year, to attend to matters of illness among members of immediate family. Employees shall earn one (1) day of leave per every three (3) months. 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 contract year, and up to two (2) unused days may be carried over to the following year. A doctor's note may be requested.

5. 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.
- 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.

6. Personal Days

- a. Teachers - All certified employees covered by this Agreement shall be granted three (3) days per year to attend to personal business. These days shall be pro-rated for employees hired after the start of the contract year.
- b. All non-certified employees covered by this Agreement shall be granted three (3) days per year to attend to personal business. These days shall be pro-rated for employees hired after the start of the contract year.
- c. 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. A maximum of two (2) unused personal days will be converted to sick days.

- d. Personal days must be applied for in writing at least five (5) days prior to need, and approved by the Superintendent. However, should an emergency arise, one Personal Day may be taken without the prior approval of the Superintendent.
- e. Personal days may not be taken before or after a holiday or vacation period, unless specifically approved at the sole discretion of the Superintendent.

7. Notification

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

8. Part-Time Employees

Part-time ten (10) month and twelve (12) month employees shall be entitled to leave (sick, personal, bereavement, family illness) pro-rated in proportion to their hours (e.g., .6 of full time receives .6 of benefit). Part-time twelve (12) month employees shall also be entitled to pro-rated vacation days.

C. Extended Leave of Absence

1. Certified Teachers

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

b. Parental Leave

- i. A tenured employee who becomes a parent, whether through childbirth or through adoption, shall be eligible for parental leave of absence without pay.
- ii. With respect to a period of disability associated with the birth of a



child, an employee is considered presumptively disabled for the period of thirty (30) calendar days before the anticipated birth and thirty (30) calendar days following the actual birth of the child. During this time, the employee is entitled to utilize sick days to the extent available. Any period of further disability beyond this presumptive period must be certified by a physician in order for an employee to utilize sick leave. Disability leave of absence shall begin on the day following the last work day prior to leave.

iii. 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 two (2) year period.

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

c. Return from Leave

Application for return from leave shall be submitted, in writing, to the Board no later than April 1st 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.

2. Parental Leave-Non-certified Staff Members

Assuming the employee meets the requirements of the State and Federal Family Leave Acts, they will be eligible for such leave as set forth in those statutes. They may request additional leave time, without pay or benefits, which may be granted at the Board's discretion. If otherwise qualified to do so, employees may utilize sick days during these leaves, as described above in Para. 1.b.ii

D. Professional Growth

1. Certified Staff Members

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

First year teachers are not entitled to tuition reimbursement, second year teachers are eligible to take three (3) graduate credits and third year teachers up to six (6) graduate credits per year. Tenured teachers will continue to be eligible for up to nine graduate credits per year, except, if monies are available in this account after all reimbursements have been processed, an additional three credits will be reimbursed to tenured staff on a first come first served basis to a maximum of twelve (12) credits per year.



Reimbursement is contingent upon successful completion with a grade of B or better at a rate not to exceed the current Rutgers University rate per credit. All courses must have prior written approval of the Superintendent. Courses eligible for reimbursement shall include all those required for a Masters' Degree in Education or within the teacher's assigned area. Courses not in the teacher's current assignment may be approved by the Superintendent if s/he believes them to be of direct benefit to the school district. Courses shall be taken at a duly authorized institute of higher education. Employees may appeal the denial to the Board.

The funds available for tuition reimbursement shall be divided equally among all applying staff members at the end of the school year. Reimbursement shall first be made available to teachers pre-approved to take courses towards a Masters' Degree in Education, or graduate courses on the teacher's current assigned area. If funds are left over, they shall be distributed equally among all Masters' level courses related to the employee's present or future job responsibilities pre-approved by the Superintendent. Summer courses shall be applied to the school year in which the course concludes.

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.

Employees who have accepted reimbursement and leave the District within two years of receiving payment will reimburse the Board the amount received unless they leave due to retirement or reasons beyond the teacher's control. Reimbursement shall be deducted from the employee's final paycheck(s).

## 2. Non-Certified Staff

- a. Non-certified staff shall be eligible for tuition reimbursement under the following conditions:
  - i. The individual concerned must work at least thirty (30) hours a week;
  - ii. The individual concerned must have been employed by the district for a least three consecutive years;
  - iii. Such courses must be taken at an approved college or university or other state approved educational/training institution.

- iv. Such courses must be appropriate to the individual's position and job function. Courses of a recreational nature or of a nature which does not directly bear upon the employment function will not be eligible.
- b. Individuals may apply through established procedures for such benefits. In order to receive payment the individual must have prior written approval for the course and must submit appropriate documentation, including a copy of the paid bill or cancelled check, a copy of an official transcript reflecting a passing grade of "B" or better. The payments will be made through purchase orders submitted to the business office. Individuals will be reimbursed a maximum of six credits annually.
- c. Such reimbursement shall not exceed, at any point, the actual costs of tuition only, and shall not exceed \$435.00 per credit.
- d. The approval process requires that approval be granted before registering for the course and that the individual file an appropriate in-service tuition reimbursement request form. This form must have the superintendent's approval in writing. The Superintendent's decision concerning this matter shall be final and shall not be subject to grievance or appeal.
- e. Tuition reimbursement shall be from a pool of monies that will not exceed \$2,000 annually, payable at the end of the school year.
- f. If an employee leaves the district within two (2) years of the completion of a course, he/she will reimburse the district for the cost of the course unless they leave due to retirement or reasons beyond his/her control.

## ARTICLE VII

### EVALUATIONS

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. Teacher evaluations are subject to the TEACHNJ Act and ACHIEVENJ Regulations. Non-certified employees 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 an employee's file, the employee will be given a copy thereof. The employee 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.

C. Observation Conference — Certificated Staff

Each teacher shall be observed in accordance with law. At least one of the required observations shall be announced and preceded by a pre-conference, and at least one of the required observations shall be unannounced. A pre-conference, when required, shall occur at least one (1), but not more than seven (7), teaching staff member working days prior to the observation. One (1) post-observation conference may be combined with the annual summary conference. A post-observation conference shall occur no more than fifteen (15) teaching staff member working days following each observation. Conferences may be conducted electronically. The teacher shall submit his/her written objection(s) of the evaluation within ten (10) teaching staff member working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.

Non-Tenured Certificated Staff

Non-tenured teachers shall be observed during the course of the year by more than one (1) appropriately certified supervisor, either simultaneously or separately, by multiple observers.

A non-tenured teacher who is in his/her first or second year of teaching in the school district shall receive at least two (2) long observations and one (1) short observation.

A non-tenured teacher who is in his/her third or fourth year of teaching in the school district shall receive at least one (1) long observation and two (2) short observations.

D. Evaluation Conference

Subject to applicable law and regulation, an evaluation conference shall be held with the employee prior to the end of the academic school year. The teaching staff member and the preparer of the annual written performance report shall sign the report electronically within five (5) working days of the review and before placing a copy of the annual written performance report in his/her personnel file.

## ARTICLE VIII

### TEACHER'S WORK SCHEDULE

#### A. School Year

1. The school calendar shall be set by the Board. It shall include no more than 183 contractual days, 180 of which are defined as teacher-pupil contact days.
  - 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 (2) 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. Teachers shall indicate their presence for safety/security reasons by signing in/out in accordance with District procedures.

##### 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 Superintendent must be obtained to leave the building at all other times.

3. Lunch Period

All staff 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 teachers covered by this Agreement shall be provided with a minimum of one (1) prep period per day, free from student supervision to perform tasks essential to successful completion of teacher responsibilities. Part-time teachers receive a prorated prep. Part-time teachers working .5 FTE or less do not receive lunch except on days when they work a full seven (7) hours. Administration may require teachers to attend meetings with administrative personnel, staff, and/or parents during a prep period provided that the teacher receives no less than five unassigned prep periods per week. All teachers 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 Superintendent. Faculty meetings will not be scheduled more than once per week and will not extend beyond 4:30.

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.

3. Association representatives may ask to be placed on the meeting agenda for the purpose of making an announcement.
4. There will be two (2) evening conferences in the fall and one (1) evening conference in the spring, all three (3) hours in length. There will be full days for students on conference days. The spring conferences will be at parent or teacher request. This will be the schedule until the parties negotiate otherwise.

5. Parent conference days will be scheduled by the principal in consultation with the Association.

## ARTICLE IX

### PARAPROFESSIONALS' WORK SCHEDULE

- A. Paraprofessionals shall be required to work on days that children are in attendance plus two (2) additional days, the day before school starts for students and one in-service day. Paraprofessionals shall work hours as determined by the Board. Each paraprofessional shall be provided with a contract for a pre-determined number of daily hours and that schedule shall remain consistent for the school year unless enrollment, economics or District operations dictate otherwise.
- B. The Board may, in consultation with the Association, schedule additional days, and or shorten school days for purposes such as workshops or in-service education. Paraprofessionals shall be compensated for any time beyond their normal workday at their regular rates of pay.
- C. 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 day of school will be a shortened day for staff.
- D. The work day for part-time paraprofessionals shall be at the discretion of the Board with no paid lunch, except those part-time paraprofessionals working prior to July 1, 2018. The work day for full-time paraprofessionals shall be seven (7) hours which will include one half hour (unpaid) lunch break. All work will be performed between 8:00 A.M and 3:30 P.M. Paraprofessionals 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 out" by hours and minutes. Paraprofessionals shall indicate their presence for duty by placing a checkmark in the appropriate column of the faculty "sign-in roster". Full-time paraprofessionals will be entitled to a 10 minute break each day.

## ARTICLE X

### ADMINISTRATIVE ASSISTANTS AND CUSTODIANS

A. Holidays

All twelve month employees shall be granted the following holidays:

New Year's Day	Labor Day
President's Day	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving
July Fourth	Christmas Day

Custodians shall receive three (3) additional floating holidays and Administrative Assistants shall receive three (3) additional floating holidays each year. One floating holiday must be used when school is not in session.

If school is open on one of the listed holidays, the employees will be granted an additional floating holiday.

All floating holidays will be requested and approved in the same manner as personal days.

B. Vacations

1. Vacation days only apply to twelve (12) month employees. Ten (10) month employees are not eligible for vacation days, as they follow the teachers' schedule. Ten (10) month employees who voluntarily apply for and work summer hours are not eligible for paid vacation days but may request up to five (5) unpaid vacation days during the summer hours which may be granted at the discretion of the immediate supervisor.

2. For Twelve (12) month employees hired on or after July 1, 2018, vacation days are as follows:

First year of employment vacation days will be prorated based on ten (10) days per year from date of hire to June 30.

After completion of 1-4 years of service-	10 days
Completion of 5-9 years of service-	15 days
Completion of 10-18 years of service-	18 days
Completion of 19 years of service-	19 days
Completion of 20 years of service or more-	20 days

All vacation days will be credited as of July 1. For employees hired after July 1, employee must have worked at least half the year to gain service year credit. For employees who retire or leave the district during the school year, employees' days will be pro-rated. If unable to pro-rate days, money will be due back to the district based on daily rate of their salary. Reimbursement shall be deducted from the employee's final paycheck(s).

3. For Twelve (12) month employees hired prior to July 1, 2018, vacation days are as follows:

After completion of 1-4 years of service-	10 days
Completion of 5-9 years of service-	15 days
Completion of 10-18 years of service-	18 days
Completion of 19 years of service-	19 days
Completion of 20 years of service or more-	20 days



All vacation days will be credited on July 1, based on completion of the prior year. Since days are earned from the prior year, no days will be pro-rated upon separation from district.

4. A real vacation is necessary to ones health and welfare and should be taken each year, consequently, unused vacation days cannot be accumulated from year to year, nor is additional pay allowed for vacation time not taken.
5. Vacation dates must be pre approved by both the immediate supervisor and the Superintendent.

C. Work Day

1. The work day for full time, twelve (12) month custodial staff shall be defined as eight (8) hours which will include one (1) half-hour (1/2) unpaid lunch break.
2. The work day for full time, twelve (12) month administrative assistants shall be defined as seven and one-half hours (7 1/2) hours which will include one (1) half-hour (1/2) lunch break.
3. Those employees paid by the hour will indicate the times of their arrival and departure.

D. Summer Hours

1. Twelve (12) month Administrative Assistants shall be entitled to summer hours, Monday through Friday from 8 am. to 2 pm. for a period of six (6) full weeks, beginning at the discretion of the Superintendent and may be cancelled at the discretion of the Superintendent. Employees may work flexible hours during these times with the approval of their immediate supervisor and the Superintendent.
2. Full-time twelve (12) month custodians may choose to work four (4) days per week over the summer period. The work hours will be 7:00 a.m. to 4:30 p.m. This will be for six (6) full weeks. This day counts as 125% of a day for leave purposes. Whether or not employees make this selection, all five (5) days will be covered during this period.

E. Holiday Hours

Subject to the approval of the Superintendent, twelve (12) month administrative assistants may be granted the above summer hour benefit during both the winter and spring breaks when school is not in session.

**ARTICLE XI**

**SALARIES-CERTIFIED STAFF**

- 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 1st 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 completion of pre-approved graduate credits must be submitted to the Superintendent 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. Only courses related to a staff member's current or future job responsibilities and pre-approved by the Superintendent will be eligible for advancement on the salary guide upon successful completion of the course.
- F. Progress on the guide shall be pursuant to applicable statutes and regulations. 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.
- 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 (10) 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 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.
- 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: student council, and public relations shall be \$850. Teachers supervising overnight class trips as chaperons approved by the Superintendent shall be compensated at the rate of \$175 per night. The Board shall provide reimbursement for fees and costs associated with required training and license as lifeguard and CPR. There will be two (2) yearbook advisors for which the stipend will be \$850.00 each. The night foreman will receive a stipend of \$850.00.
- N. Teachers shall be reimbursed at the rate established by the State OMB rate 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 XII

### SALARIES-NON CERTIFIED

- A. 1. Salary will be determined on the basis of placement on the salary guide for Para-Professionals, payable at hourly rates. The salary guide will be used as a base to reflect a work week of 27.5 hours (5.5 hours per day over 182 days). The increases identified above will be distributed on that guide. 12 month employees are based on a 240 day work year. Custodians and secretaries will receive increases of 2.25% in 2018-19; 2.60% in 2019-20 and 2.60% in 2020-21 on their base pay.
- 2. Non-certified staff will qualify for longevity payments after working in the district for ten (10) years. Payments will begin in the 11<sup>th</sup> year of employment as follows;

#### **Para-professionals**

After 10 years \$200.00, payable at a prorated hourly rate.

After 15 years \$300.00, payable at a prorated hourly rate.

#### **Administrative Assistants/Custodians**

After 10 years \$400.00

After 15 years \$600.00

Longevity shall not be cumulative.



B. 1. Para-Professional Stipends:

"Highly Qualified"	\$100.00, payable at a prorated hourly rate.
Associates Degree	\$500.00, payable at a prorated hourly rate.
Bachelors Degree	\$750.00, payable at a prorated hourly rate.
Teacher Certification	\$1,000.00, payable at a prorated hourly rate.

2. The Summer Lead Custodian shall receive a stipend of \$500.00

C. 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.

D. Summer Pay Plan

Each paraprofessional 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.

E. Salary Payment Schedule

Annual salary shall be paid in 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.

F. Employees shall be reimbursed at the rate established by the State OMB rate 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 XIII**

**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 15th 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.
- F. The Association shall establish and maintain at all time a demand and return system as provided by N.J.S.A. 34:13 A-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 XIV

#### 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 XV**

**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 XVI**


**DURATION OF AGREEMENT**

The term of this Agreement shall be from July 1, 2018 through June 30, 2021, for language and 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. No increments or other salary increases will be provided to employees between the time a contract expires and when a new one is ratified.

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


ATTEST

STILLWATER BOARD OF EDUCATION

9/24/18 

ATTEST

STILLWATER EDUCATION ASSOCIATION

9-24-18 



**YEAR 1**  
**2018-19 Teachers**

**Salary  
 Guide**

Step	BA	BA+15	BA+32*	MA	MA+15	MA+30
0	55,095	57,195		59,295	59,820	60,345
1	55,985	58,085		60,185	60,710	61,235
2	56,875	58,975		61,075	61,600	62,125
3	57,765	59,865		61,965	62,490	63,015
4	58,655	60,755		62,855	63,380	63,905
5	59,555	61,655		63,755	64,280	64,805
6	60,455	62,555	63,605	64,655	65,180	65,705
7	61,355	63,455	64,505	65,555	66,080	66,605
8	62,255	64,355	65,405	66,455	66,980	67,505
9	64,055	66,155	67,205	68,255	68,780	69,305
10	65,855	67,955	69,005	70,055	70,580	71,105
11	67,705	69,805	70,855	71,905	72,430	72,955
12	69,605	71,705	72,755	73,805	74,330	74,855
13	71,555	73,655	74,705	75,755	76,280	76,805
14	73,555	75,655	76,705	77,755	78,280	78,805
15	75,605	77,705	78,755	79,805	80,330	80,855
L1	77,705	79,805	80,855	81,905	82,430	82,955
L2	79,855	81,955	83,005	84,055	84,580	85,105
L3	82,055	84,155	85,205	86,255	86,780	87,305

\* The BA+32 column is only for 1.6 FTE Teachers paid on the column as of June 30, 2018. No other teachers shall move to the column.

**YEAR 2**

2019-20

*Teachers***Salary  
Guide**

Step	BA	BA+15	BA+32*	MA	MA+15	MA+30
0	55,375	57,475		59,575	60,100	60,625
1	56,175	58,275		60,375	60,900	61,425
2	56,975	59,075		61,175	61,700	62,225
3	57,775	59,875		61,975	62,500	63,025
4	58,960	61,060		63,160	63,685	64,210
5	60,145	62,245		64,345	64,870	65,395
6	61,330	63,430		65,530	66,055	66,580
7	62,515	64,615	65,665	66,715	67,240	67,765
8	63,700	65,800	66,850	67,900	68,425	68,950
9	64,885	66,985	68,035	69,085	69,610	70,135
10	66,685	68,785	69,835	70,885	71,410	71,935
11	68,535	70,635	71,685	72,735	73,260	73,785
12	70,435	72,535	73,585	74,635	75,160	75,685
13	72,385	74,485	75,535	76,585	77,110	77,635
14	74,385	76,485	77,535	78,585	79,110	79,635
15	76,435	78,535	79,585	80,635	81,160	81,685
L1	78,535	80,635	81,685	82,735	83,260	83,785
L2	80,685	82,785	83,835	84,885	85,410	85,935
L3	82,885	84,985	86,035	87,085	87,610	88,135

\* The BA+32 column is only for 1.6 FTE Teachers paid on the column as of June 30, 2018. No other teachers shall move to the column.

**YEAR 3**

2020-21

Teachers

**Salary  
Guide**

Step	BA	BA+15	BA+32*	MA	MA+15	MA+30
0	56,290	58,390		60,490	61,015	61,540
1	57,090	59,190		61,290	61,815	62,340
2	57,890	59,990		62,090	62,615	63,140
3	58,690	60,790		62,890	63,415	63,940
4	59,855	61,955		64,055	64,580	65,105
5	61,040	63,140		65,240	65,765	66,290
6	62,225	64,325		66,425	66,950	67,475
7	63,410	65,510		67,610	68,135	68,660
8	64,595	66,695	67,745	68,795	69,320	69,845
9	65,780	67,880	68,930	69,980	70,505	71,030
10	67,575	69,675	70,725	71,775	72,300	72,825
11	69,420	71,520	72,570	73,620	74,145	74,670
12	71,315	73,415	74,465	75,515	76,040	76,565
13	73,260	75,360	76,410	77,460	77,985	78,510
14	75,255	77,355	78,405	79,455	79,980	80,505
15	77,300	79,400	80,450	81,500	82,025	82,550
L1	79,395	81,495	82,545	83,595	84,120	84,645
L2	81,540	83,640	84,690	85,740	86,265	86,790
L3	83,735	85,835	86,885	87,935	88,460	88,985

\* The BA+32 column is only for 1.6 FTE Teachers paid on the column as of June 30, 2018. No other teachers shall move to the column.



