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Attorneys for Respondent,
Randolph Township Board of Education

RANDOLPH EDUCATION
ASSOCIATION,

Charging Party,

-and-

RANDOLPH TOWNSHIP BOARD OF
EDUCATION.

Respondent.

STATE OF NEW JERSEY

BEFORE THE PUBLIC EMPLOYMENT
RELATIONS COMMISSION

DOCKET NO. CO-2018-014

Administrative Action

SETTLEMENT AGREEMENT

WHEREAS, the Respondent Randolph Township Board of Education (the “Board”) is a public employer within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.* (the “Act”) and operates the Randolph School District; and

WHEREAS, the Charging Party, the Randolph Education Association (the “Association”) is a public employee representative within the meaning of the Act; and

WHEREAS, the Board and Association are parties to a collective negotiations agreement dated July 1, 2017 through June 30, 2021 (the “Agreement”); and

WHEREAS, the Association is the exclusive majority representative for all employees covered by the Recognition Clause of the Agreement, Article 1, including, but not limited to music teachers employed by the Board; and

WHEREAS, the Association filed an Unfair Labor Practice Charge with the New Jersey Public Employment Relations Commission (the “Commission” or “PERC”) on or about July 13, 2018 alleging that the Board violated the Act by not filling certain co-curricular music positions; and

WHEREAS, the Board denied the allegations in the Charge; and

WHEREAS, following good faith negotiations, the Association and the Board have reached a full and complete agreement to resolve this matter in its entirety and requiring both parties to fulfill certain obligations all of which the parties wish to memorialize in this Settlement Agreement;

NOW, THEREFORE, the Association and the Board hereby stipulate and agree to settle the above captioned unfair practice matter upon the following terms and conditions:

1. For the current school year (2018-19), the Board, upon the recommendation of the Superintendent, will fill five (5) co-curricular positions at the High School retroactive to September 1, 2018 as follows: three (3) Band Directors, one (1) Choir Director and one (1) Orchestra Director. The positions will be paid at the rate of \$1980.00 per stipend, retroactive to September 1, 2018 and these amounts will replace the amounts currently set forth in the Agreement for this year and in future years unless modified by future negotiations.
2. For the current school year (2018-19), the Board, upon the recommendation of the Superintendent, will fill five (5) co-curricular positions at the Middle School retroactive to September 1, 2018 as follows: three (3) Band Directors, one (1) Choir Director and one (1) Orchestra Director. The positions will be paid at the rate of \$1320.00 per stipend retroactive to September 1, 2018 and, although not set forth in

the Agreement, these middle school positions are hereby incorporated by reference into the Agreement at these rates, unless modified by future negotiations.

3. The purpose of the aforementioned stipends is to cover job responsibilities which generally cannot be performed during confines of the school day including, but not limited to helping students prepare for performance opportunities that occur multiple times throughout a school year.
4. The stipends for these co-curricular positions shall also cover the yearly NAFME membership dues which allows for student participation in auditioned-based ensembles that occur after school hours and on weekends. The stipend also includes staff member attendance at the related auditions/rehearsals that occur throughout the school year.
5. The stipends include field trips (day and/or overnight) that enhance the students' overall musical experiences.
6. Nothing herein shall affect the prerogative of the Board to fill or refrain from filling these co-curricular positions as it deems appropriate in future years.
7. For the 2016-17 and 2017-18 school years, staff members who accompanied students to Saturday auditions in their capacity as instructors and who are currently employed by the Board will be paid at the rate of \$250.00 per day. Those staff members and the days worked are set forth as Exhibit A.
8. For the 2016-17 and 2017-18 school years, staff members who accompanied students to evening auditions in their capacity as instructors and who are currently employed by the Board will be paid at the rate of \$125.00 per day. Those staff members and the days worked are set forth as Exhibit B.

9. This Settlement is made and entered into in the State of New Jersey and shall in all respects be interpreted, enforced and governed under the laws of the State of New Jersey.
10. The terms and conditions of this Settlement shall be construed according to their plain meaning and shall not be construed in favor of or against either the Association or the Board.
11. This Settlement is entered into solely for the purpose of resolving disputed claims, and neither the execution, delivery, nor performance of this Settlement shall constitute or be construed at any time or for any purpose to be an admission of fact or liability by either party to this Settlement, and the parties further agree that this Settlement shall not be used as evidence in any judicial, administrative, or quasi-judicial proceeding, except to enforce the terms of the Settlement.
12. The Association and Board represent that they have been represented by counsel during the negotiations and development of this Settlement and that each party fully understands the terms of this Settlement.
13. All parties are bound by this Settlement and each of its provisions. Anyone who succeeds to their rights and responsibilities, such as their successors and assigns, as well as the parties' heirs and the executors of their estates, will also be bound. This Settlement is made for the benefit of all the parties hereto and all who succeed to their rights and responsibilities, and expressly includes their officials, employees, agents, attorneys, successors and assigns.
14. This Settlement is subject to Board approval. Upon approval of the Settlement by the Board, the Association shall withdraw the above-captioned charge with prejudice.

- 15. The Association shall indemnify and hold the Board harmless for any claims for payment made by former employees who are not being compensated pursuant to Paragraphs 7 & 8, *supra*.
- 16. If this Settlement is not fully executed by all parties, then it shall become null and void and shall be of no effect.
- 17. This Settlement embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Settlement may not be modified except by written instrument executed by all the parties hereto.

IT IS THEREFORE STIPULATED AND AGREED BY THE PARTIES THE DAY AND YEAR BELOW WRITTEN.


RANDOLPH EDUCATION ASSOCIATION

By: _____
President

DATED:

WITNESS: _____

RANDOLPH BOARD OF EDUCATION



Ronald Conti, President

DATED: 2/19/19

WITNESS: 