

AGREEMENT

BETWEEN

THE WASHINGTON TOWNSHIP BOARD OF EDUCATION

AND

**THE WASHINGTON TOWNSHIP EDUCATION ASSOCIATION
(PARAPROFESSIONALS UNIT)**

**Commencing: July 1, 2008
Terminating: June 30, 2011**

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PREAMBLE

WHEREAS, the parties have reached an agreement on all matters set forth in the agreement between the parties;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and conditions, this Agreement shall be effective July 1, 2008 for the period July 1, 2008 through June 30, 2011 by and between the Washington Township Board of Education (“Board”) and the Washington Township Education Association (Paraprofessionals Unit) (“Association”).

ARTICLE I

RECOGNITION

Washington Township Education Association shall be recognized as the representative of all full-time and part-time Paraprofessionals employed by the Washington Township Board of Education.

ARTICLE II

PART-TIME
PARAPROFESSIONALS

Part-time Paraprofessionals shall be defined as those Paraprofessionals employed for thirty (30) hours or less per week. Full-time Paraprofessionals are those Paraprofessionals who are employed for more than thirty (30) hours per week.

ARTICLE III
SALARY SCHEDULE

Effective July 1, 2008, the following salary schedule will be put in place:

	Starting hourly rate Step 1	2-4 year hourly rate Step 2-4	5-9 year hourly rate Step 5-9	10-14 year hourly rate Step 10-14	15-+ year hourly rate Step 15+
2008-2009	\$12.31	\$12.55	\$12.90	\$13.30	\$13.55
2009-2010	\$12.31	\$12.80	\$13.50	\$14.10	\$14.55
2010-2011	\$12.31	\$13.05	\$14.10	\$14.90	\$15.55

All Paraprofessionals shall be hired at Step 1 and move to Step 2 at the completion of their first year, to Step 3 at the completion of their second year, etc.

1. **Basic ABA Training:** Paraprofessionals providing Applied Behavior Analysis (ABA) support to autistic students will be paid an additional \$2 per hour above the salary schedule. In order for the Paraprofessional to receive the additional \$2 per hour the following conditions must be met:

- a. The Paraprofessional is assigned to support an autistic student(s); and
- b. The Paraprofessional must be participating in on-the-job training in the field of ABA, or has already completed ABA training or presents to the Superintendent evidence documenting the completion of ABA training in a prior job experience.

2. Beyond Basic ABA Training: a Paraprofessional who receives additional ABA Module training and passes the required module tests will be paid an additional \$2 per hour for a total of \$4 above the salary-schedule rate noted above.

The District may not reduce a Paraprofessional's hours, where the primary purpose for doing so is to avoid implementation of the salary differential.

A. Reimbursements and Compensations

1. Mileage

The IRS rate is to be paid to Paraprofessionals directed by the administration to travel between schools as needed and approved by the administration. Vouchers are to be submitted to the Business Administrator on a monthly basis. The allowable Federal I.R.S. rate will be the mileage rate for the duration of this contract.

2. 6th Grade Environmental Trip Compensation

Paraprofessionals who chaperone the 6th grade three-day environmental trip shall be paid a \$175.00 per trip stipend in addition to their regular per diem compensation based upon their typical scheduled daily work day. If chaperoning less than the full three days of the trip, the stipend will be pro-rated.

3. Course Reimbursement

The Board will support appropriate college training for full-time and part-time Paraprofessionals to the extent of paying the Warren County Community College tuition rate. The credit limit shall be 6 credits per year for each Paraprofessional.

Payment, by the Board, shall not exceed the per credit cost paid by the Paraprofessional.

The maximum expenditure for each school year shall be limited to and capped at \$2,000. No monies shall be paid to any Paraprofessional taking courses until the end of the school year, at which time whatever monies are available would be distributed on a pro-rated per credit basis among all who have taken courses. The Administration, Board, and Association may review and mutually agree to distribute these monies at an earlier date. It is recognized that such distribution may result in certified staff members receiving less per credit than the Warren County Community College tuition rate.

1. Courses must have been offered by an accredited institution of higher education, except as this requirement is waived by the Superintendent.
2. Courses must contribute to the member's performance in this school district. Any courses taken should apply to a job description within the district in the field of education.
3. Course registration must be approved in advance by the Superintendent.

Reimbursement shall be granted only for the successful completion of the course, which shall be demonstrated by an earned grade of "B" or better on a transcript submitted directly to the Superintendent by the institution in which the course was taken. Summer course reimbursement only if the employee returns to work the following school year. If an employee does not return to work in September, only courses completed before June 30th of that year will be reimbursed.

4. Up to 6 credits will be reimbursed per year running from July 1st to June 30th

ARTICLE IV

SALARY PAYMENT PROCEDURE

Paraprofessionals employed on a ten month basis shall be paid in twenty-two (22) equal gross pay installments. Paraprofessionals may request direct deposit.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions

Any individual Paraprofessional or Paraprofessionals shall have the right to appeal the application of policies and administrative decisions affecting the terms and conditions of employment. With respect to a personal grievance, the grievant, grievants, and his/her representatives and the Washington Township Education Association shall be assured freedom from restraining, interference, coercion, discrimination, or reprisal in presenting his/her appeal.

B. Procedure

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. All days are business days when school is in session.

(1) Level One

Any Paraprofessional who has a grievance shall identify it as such within 30 days of the grievable occurrence and discuss it with the immediate superior in an attempt to resolve the matter informally at that level. The Paraprofessional has the right to be represented at any level. Within 10 days of the presentation of the oral grievance, the immediate superior shall give his/her verbal response.

(2) Level Two

If, as a result of the Level One decision, the matter is not resolved to the satisfaction of the Paraprofessional, within 10 days of receipt of the verbal response, the Paraprofessional shall set forth the grievance in writing to the Superintendent of Schools, who shall communicate a decision to the Paraprofessional in writing within 10 days of receipt of the written grievance.

(3) Level Three

If the grievance is not resolved to the Paraprofessional's satisfaction, the Paraprofessional may, within 10 days of receipt of written response from the Paraprofessional's superior, request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education for appropriate action. The Board shall acknowledge receipt within 5 days, schedule a hearing to be held with the aggrieved Paraprofessional within 20 days, and render a decision in writing within 20 days of the hearing.

(4) Level Four

The final step shall culminate with advisory arbitration. The parties shall mutually agree upon the selection of an arbitrator, whose fees and expenses shall be borne equally by and between the parties. If agreement of an arbitrator can not be achieved, application shall be made to the Public Employment Relations Commission for the submission of a panel from which the selection shall be made.

ARTICLE VI

HEALTH BENEFITS PROGRAM

A. Health Care Insurance

1. The Board shall provide the health-care insurance protection hereinafter set forth for full-time Paraprofessionals who shall be defined as employed for more than thirty (30) hours per week. The Board shall pay the full premium for individual coverage and full family coverage (HBCBS B Direct Access) for all Paraprofessionals, as requested in accordance with the regulations of the benefits provider. Insurance premiums (hospitalization, physician, and major medical) are paid by the Board.

2. The existing health insurance coverage is provided through Horizon Blue Cross/Blue Shield of New Jersey. If the option is available from the health-care insurance provider and there is no cost to the Board, part-time Paraprofessionals shall have the ability to purchase health-care insurance coverage at the district's group rate.

3. For each full-time Paraprofessional who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st, and ending August 31st. When necessary, payment of premiums on behalf of the full-time Paraprofessionals shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

4. The Board shall provide to a newly hired full-time Paraprofessional a description of the health-care insurance coverage provided under this ARTICLE, as soon

as available, which shall include a clear description of conditions and limits of coverage listed.

5. A full-time Paraprofessional may elect to waive health care. In this case, the Paraprofessional will be paid in lieu of benefits at the following rates:

Medical and Prescription

Single	\$2,235
Parent/Child	\$3,225
Husband/Wife	\$5,010
Family	\$5,690

Dental

Single	\$250
Parent/Child	\$340
Husband/Wife	\$340
Family	\$590

Such payments will be made on June 30th of each year.

B. Dental/Prescription Drug Plans

1. Dental

The Board shall provide a dental health insurance program that continues the existing coverage as provided to each full-time Paraprofessional through Delta Dental Plan of New Jersey, Contract #7245-0001. Each full-time Paraprofessional will pay \$100.00 toward the annual cost of their dental coverage. This will be accomplished through payroll deductions. The Board will pay the remainder of the premium.

2. Prescription Plan

The Board shall provide a \$12 brand/\$5 generic/1 x mail co-pay prescription drug program to maintain the level of coverage now in existence as provided for each full-time Paraprofessional by the Horizon Blue Cross/Blue Shield of New Jersey.

ARTICLE VII

DEDUCTIONS

A. If a Paraprofessional does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by the Agreement, said Paraprofessionals will be required to pay a representation fee to the Association for that membership year. This fee shall not exceed 85% of the Association's regular membership dues for paraprofessionals and shall be determined, by NJEA, in accordance with the Association's filing of the annual LAFAP report.

B. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for court expenses that may arise out of, or by reason of any action taken by the Board in conforming with this provision. Dues shall be transmitted electronically, if the payroll provider maintains capability on a monthly basis.

ARTICLE VIII

WORK YEAR

- A. The Paraprofessionals work year shall follow the student calendar.
- B. Paraprofessionals shall only be paid for hours actually worked. The number of hours worked by a Paraprofessional are individual to that Paraprofessional's position.
- C. The Board will use best efforts to provide Paraprofessionals notice of re-employment by June 15th of each school year.
- D. Paraprofessionals who work five (5) or more hours during a workday shall be provided with one fifteen (15) minute paid break for each such day worked as determined by the classroom teacher and/or building principal.

ARTICLE IX

RESPECTIVE RIGHTS

A. Employee Rights

1. Rights and Protection in Representation

Pursuant to Chapter 123 Public Laws 1974, the Board hereby agrees that every Paraprofessional of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. 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 Paraprofessional in the employment 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 Paraprofessional with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

2. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any Paraprofessional such rights as he/she may have under New Jersey School Laws or other applicable

laws and regulations. The rights granted to Paraprofessionals hereunder shall be deemed to be in addition to those provided elsewhere.

3. Just Cause Provision

To the extent permitted by existing law, no Paraprofessional shall be discharged or disciplined 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.

4. Required Meetings or Hearings

Whenever any Paraprofessional is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that Paraprofessional in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a Paraprofessional pending charges shall be with pay.

5. Association Identification

No Paraprofessional shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or other identification shall be in good taste. This privilege would not extend to the wearing of negotiations-related buttons in the classroom that may be disruptive to the educational program.

B. Managerial Rights

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement and in accordance with applicable laws and regulations pertaining to the following:

1. To direct Paraprofessionals of the school district;
2. To hire, promote, transfer, assign, and retain Paraprofessionals in positions in the school district, and for causes stipulated by law or in this Agreement, to suspend, to demote, discharge or take other disciplinary action against Paraprofessionals, for just cause, to the extent consistent with existing law;
3. To relieve Paraprofessionals from duty because of reduction in force or for other reasons as determined by law;
4. To maintain the efficiency of the school district operations entrusted to them;
5. To determine the methods, means, and personnel by which such operations are to be conducted;
6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. Other Items

In the event that the Appellate Division of the Superior Court of the State of New Jersey or the Supreme Court of the State of New Jersey shall, during the term of this Agreement, determine that other items constitute terms and conditions of employment, the Board shall engage in collective negotiations with the representative concerning same.

B. Board Policies

It is understood that the current Board policy provisions shall apply whenever applicable.

C. Sick Leave

Paraprofessionals shall be entitled to sick leave in accordance with statute.

D. Personal Days

Paraprofessionals shall receive two (2) paid personal days. Effective July 1, 2010, an additional paid personal day will be granted for a total of three (3) days annually. A Paraprofessional must give three (3) days advance notice of intent to use a personal day. One (1) personal day may be carried over into the following school year. Exceptions may be made regarding the three (3) day notice in cases of extreme circumstance. The granting or not granting of a waiver shall not be grievable. A maximum of fifteen (15%) percent of the staff will be approved to use paid or unpaid days at any one time. The

Superintendent may approve use above the fifteen (15%) percent for special circumstances. Every effort should be made to not schedule days during standardized testing days, or adjacent to vacation/holidays. Up to two (2) days without pay per year may be taken to observe religious holidays.

E. Reduction in Force

Paraprofessional's seniority shall be defined as service in the District as a Paraprofessional. In the case of a reduction in force, seniority shall prevail in cases where the Board deems two Paraprofessionals equally qualified. In cases where qualifications are not an issue, according to the Board, then seniority shall prevail. In cases where a less senior Paraprofessional has demonstrated greater job qualifications, then the Board may retain a less senior Paraprofessional in the case of a reduction in force. In the event that a vacancy occurs, a laid off Paraprofessional shall be entitled to recall in the order of his/her seniority provided that the Board may first recall a more qualified Paraprofessional having less seniority, if it elects to do so. Notice of recall to work shall be addressed to the Paraprofessional's last known address.

F. Bereavement

In the event of a death of a member of the Paraprofessional's immediate family, such Paraprofessional will be excused for a period not to exceed five (5) days, three (3) of which will be paid by the Board. The five (5) days will begin the day the Paraprofessional leaves. Such leave will not be cumulative and will exclude Saturday

and Sunday, and school holidays. If bereavement days are not taken immediately after the death, the superintendent must be advised within 10 days as to other arrangements for use of the bereavement days. The Board and Association acknowledge and agree that there may be extenuating circumstances requiring bereavement leave in excess of the number of days set forth herein. In such a case, the Paraprofessional may request from the Superintendent of Schools permission to take additional days without pay. The consent of the Superintendent of Schools will not be unreasonably withheld.

Immediate family shall be meant to include - spouse, parents/parents-in-law, brother/brother-in-law, sister/sister-in-law, children, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren or any person who has lived in the home of the certified staff member for a considerable length of time immediately preceding the death.

G. Maternity/Childcare/Family Leave

1. Maternity Leave

Maternity Leave shall be in accord with New Jersey State and Federal statutes. Sick days may be taken for 20 working days before the due date and 20 days after the birth of the child. If the Paraprofessional is physically able to return to work, as per doctor's release, after 20 working days, but chooses not to return at this time, the Paraprofessional must apply for childcare leave.

2. Childcare Leave

The Board may grant up to one (1) year childcare leave without pay or benefits.

3. Family Leave

Family Leave shall be granted in accord with New Jersey State and Federal statutes and shall run concurrently with childcare leave.

H. On the Job Training

Newly hired Paraprofessionals may receive additional days of paid training in order to familiarize themselves with the requirements of the employment position. Any such days are to be at the recommendation of the Superintendent.

I. Job Vacancies

All Paraprofessional job vacancies will be posted on the district's website and posted in both buildings prior to public posting.

J. Resignation Notice

A Paraprofessional must give the Board and Superintendent at least two weeks notice of intent to resign.

IN WITNESS WHEREOF, the Washington Township Board of Education and the Washington Township Education Association (Paraprofessionals Unit) have caused this Agreement to be executed this 30th day of June, 2008

Attest:

WASHINGTON TOWNSHIP BOARD OF
EDUCATION

Secretary

By: _____
President

Attest:

WASHINGTON TOWNSHIP EDUCATION
ASSOCIATION

Secretary

By: _____
President