

**New Jersey Public Employment Relations Commission**  
**NON-POLICE AND FIRE**  
**COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM**

Line #

**SECTION I: Parties and Term of Contracts**

1 Public Employer: Westfield Public Schools County: Union

2 Employee Organization: Westfield Inst. Supportive Staff Asso. Number of Employees in Unit: 153

3 Base Year Contract Term: 7/1/2016-6/30/2019 New Contract Term: 7/1/2019-6/30/2022

**SECTION II: Type of Contract Settlement (please check only one)**

4  Contract settled without neutral assistance

5  Contract settled with assistance of mediator

6  Contract settled with assistance of fact-finder

7  Contract settled with assistance of super-conciliator

8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?  
 Yes  No

**SECTION III: Salary Base**

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$ 2,263,999

10 Longevity Costs in Base Year \$ 66,600

11 Total Salary Base \$ 2,330,599

**SECTION IV: Salary Increases for Each Year of New Agreement\***

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>		
13 Cost of Salary Increments (\$)	<u>69,597</u>	<u>81,791</u>	<u>66,868</u>		
14 Salary Increase Above Increments (\$)	<u>1719</u>	<u>-8,702</u>	<u>8,267</u>		
15 Longevity Increase (\$)	<u>8900</u>	<u>4,200</u>	<u>5,800</u>		
16 Total \$ Increase (sum of lines 13-15)	<u>80,216</u>	<u>77,289</u>	<u>80,935</u>		
17 New Salary Base (\$)	<u>2,410,815</u>	<u>2,488,104</u>	<u>2,569,039</u>		
18 Percentage increase over prior year	<u>2.9</u> %	<u>2.8</u> %	<u>2.8</u> %		
	<u>+5,660</u>	<u>+7,700</u>	<u>+7,700</u>		

\*If contract duration is longer than five years, please add an additional page.

**SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items\***

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
	Health Ins. waiver	36900					
	Toileting Stipend	9345	2055				
	Cty Sub Cert	5950					
	Asso. degree	8400					
	Bach. degree	50700					
	NJ Teach cert	14250					
	ABA Stipend	10900	2300	2300	2300		
	Attendance	5150					
20	Totals(\$):	141595	4355	2300	2300		

*\*If contract duration is longer than five years, please add an additional page.*

**SECTION VI: Medical Costs**


	Base Year	Year 1
21 Health Plan Cost	\$	\$
22 Prescription Plan Cost	\$	\$
23 Dental Plan Cost	\$	\$
24 Vision Plan Cost	\$	\$
25 Total Cost of Insurance	\$ 1507190	\$ 1582550
26 Employee Insurance Contributions	\$(50,614)	\$(53,145)
27 Employee Contributions as % of Total Insurance Cost	3.4 %	3.4 %

**Section VI: Medical Costs (continued)**

28 Identify any insurance changes that were included in this CNA.

**SECTION VII: Certification and Signature**

29 The undersigned certifies that the foregoing figures are true:

Print Name: Dana Sullivan  
Position/Title: School Business Administrator  
Signature:   
Date: 9/9/2020

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

NJ Public Employment Relations Commission  
Conciliation and Arbitration  
PO Box 429  
Trenton, NJ 08625  
Phone: 609-292-9898

Revised 8/2016

**AGREEMENT**

**Between the**

**WESTFIELD INSTRUCTIONAL SUPPORT STAFF  
ASSOCIATION**

**and the**

**BOARD OF EDUCATION OF WESTFIELD**

**County of Union, New Jersey**

**July 1, 2019 – June 30, 2022**

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## **AGREEMENT**

This Agreement made the 13<sup>th</sup> day of January, 2020 by and between the Board of Education of the Town of Westfield, County of Union, State of New Jersey (hereinafter referred to as the "Board"), and the Westfield Instructional Support Staff Association (hereinafter referred to as the "Association").

WHEREAS, the Board and the Association have entered into negotiations in accordance with the provisions of the Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 (N.J.S.A. 34:13A-1 et seq.).

NOW, THEREFORE, it is agreed as follows:

### **ARTICLE I RECOGNITION CLAUSE**

The Board does hereby recognize the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the employees which fall into the Paraprofessional category with the exception of hourly employees.

### **ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. 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.
- B. The parties agree to enter into collective negotiations over the Successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach an agreement on the terms and conditions of instructional support staff employment. Such negotiations shall begin in the work year prior to the expiration of this Agreement in accordance with applicable PERC rules.
- C. Any Agreement so negotiated shall apply to all employees in the bargaining unit as defined in Article I, be reduced to writing, be ratified by the parties, and be signed by the Board and the Association.

### **ARTICLE III GRIEVANCE PROCEDURE**

- A. The Board and the Association recognize that misunderstandings and disagreements may arise with respect to both the interpretation and application of the rules, regulations and policies of the Westfield Public Schools, or the provisions of this Agreement. The purpose of this grievance procedure is to secure, at the lowest possible level, a resolution of grievances which may from time to time arise affecting

the terms and conditions of employment of members of the bargaining unit. This grievance procedure is to be used for the settlement of grievances only and shall not be used as an instrument for negotiating changes in Board policy. Both parties agree that these proceedings will be kept informal and confidential.

- B. A "Grievance" is a claim by a Paraprofessional or the Association based upon an interpretation, application or violation of this Agreement or the rules, regulations and/or policies of the Westfield Public School District, or based upon an administrative decision affecting the terms and conditions of employment of a Paraprofessional or a group of Paraprofessionals.
- C. Any Paraprofessional may discuss informally and orally any grievance with the Building Principal or his/her designee. The Paraprofessional may meet with the Building Principal or his/her designee to discuss orally the grievance. He/She may also use Association representatives in endeavoring to satisfactorily resolve the grievance. Such resolution shall not be inconsistent with the terms of this Agreement.
- D. These grievance procedures shall not apply in the following instances:
  - 1. A complaint regarding any matter as to which the Board does not have legal authority to act.
  - 2. Any matter as to which a statutory remedy is provided exclusive of N.J.S.A. 18A:6-9.
  - 3. A complaint of a Paraprofessional by reason of his/her not being re-employed.
  - 4. A complaint of any Paraprofessional by reason of appointment to, lack of appointment to, retention in, or lack of retention in, any position.
- E. A grievance, to be considered, must be initiated in writing as hereinafter provided within twenty (20) school days of its occurrence or within twenty (20) school days after the Paraprofessional had knowledge of its occurrence.
- F. The aggrieved Paraprofessional and the Association shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rule and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- G. No reprisals of any kind shall be taken by the Board, by any member of the Administration or the Association against any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
- H. An aggrieved Paraprofessional will present his/her written grievance through a representative of the Association. The Association has the right to process a grievance through all the steps of the procedure whether or not an individual Paraprofessional or group of Paraprofessionals wishes to do so.

- I. In the event that a grievance is not resolved informally as provided in Section C, the following procedure will be followed:
- Step 1. The aggrieved Paraprofessional and the Association shall file his/her grievance with the Building Principal or his/her designee. The grievance must be in writing, on the prescribed form, and the writing shall set forth the relevant facts known at that time, the specific contract clause, rule or regulation under which the grievance has arisen, the date of the alleged grievance, and the relief sought. The Building Principal or his/her designee shall render his/her decision in writing with reasons within ten (10) school days after receipt of the grievance.
  - Step 2: In the event the grievance is not resolved at Step 1, the Association may, within five (5) school days of such written decision, submit the grievance to the Superintendent or his/her designee. The Superintendent or his/her designee shall render his/her decision within ten (10) school days after the receipt of the grievance.
  - Step 3: In the event that the grievance is not resolved at Step 2, the Association may, within five (5) school days after receipt of such written decision, submit the grievance to the Secretary of the Board for Board review of the decision of the Superintendent. The Superintendent shall immediately make available to the aggrieved Paraprofessional copies of those documents and records dealing with the processing of the grievance to that date. The Board or a committee thereof shall, within fifteen (15) school days after receipt of the grievance at Step 3, hold a hearing to be attended by the aggrieved Paraprofessional and a representative of the Association. The Board or its designee and the Association shall invite to such hearing such persons as it or its designee deems necessary and pertinent for the resolution of the grievance. Either the aggrieved Paraprofessional or the Board may cause a stenographic record to be made of said hearing at the expense of the party requesting it. The Board shall render a decision in writing within fifteen (15) days of the hearing.
  - Step 4: In the event that the grievance is not resolved by the review of the Board as described in Step 3, the Association may elect to have the matter referred for arbitration by filing, within ten (10) school days of the date of decision at Step 3, written request for arbitration with the Public Employees Relations Commission with a copy to the Board. In the event that the Association and the Board do not agree upon an arbitrator within ten (10) days, they agree to designate that Public Employees Relations Commission to name the arbitrator. The award of the arbitrator shall be, with regard to specific contract language final and binding on the parties and, with regard to all other issues, advisory only.

In no event shall the award have the effect of adding to, modifying, or amending the provisions of this Agreement, nor shall it be contrary to any



applicable statute or rules and regulations of the State Board of Education or the Commissioner of Education.

The fees of the arbitrator and the expenses of the hearing and investigation shall be shared equally by the Board and the Association, but each party shall be responsible for its own expenses with respect to the hearing.

J. In the event that procedural arbitrability of the grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

K. Time Limits

Because it is important that grievances be processed promptly, the time period provided for in each of the various steps of the grievance procedure shall be considered as a maximum unless extended by mutual agreement in writing. The Board and the Association shall make every effort to expedite the resolution of any grievance pending at or near the end of a school year where the failure to resolve such grievance prior to the end of the school year may adversely affect the aggrieved Paraprofessional.

No grievance shall carry over to the next school year. In order to be considered, a grievance occurring at the end of a school year must be initiated within the time limits set forth in this procedure. After the close of the Paraprofessionals' work year, Board business office workdays shall be counted as school days. After the appropriate first step of the grievance procedure for a grievance occurring at the end of a school year has been completed, either party shall be permitted to extend to the first five (5) days of the next school year the time limits for appeal to or response at the next step by written notification to the other party.

L. Group Grievance

Any grievance which affects a group or class of aggrieved Paraprofessionals may be presented in writing by the aggrieved Paraprofessionals or by a representative of the Association to the Superintendent or his/her designee. Such group grievances shall be initiated at Step 2 and thereafter in accordance with the procedures set forth above.

M. Meetings and hearings held pursuant to the foregoing grievance procedure shall not be conducted in public.

N. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

O. If there shall not be a response at any level of the grievance procedure, the grievance shall be deemed denied and the grievant or the Association may proceed to the next level of the procedure within the times set forth therein.

- P. All decisions shall be in writing and shall be transmitted promptly to all parties and to the Association.

#### **ARTICLE IV PARAPROFESSIONAL RIGHTS AND RESPONSIBILITIES**

- A. Whenever any Paraprofessional is required to appear before the Board or any committee thereof or the Superintendent or any supervisor or administrator concerning any matter of discipline which could adversely affect the continuation of that Paraprofessional in his/her office, position or employment, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting.
- B. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee 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.
- C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- D. Subject to applicable law, no employee shall be prevented from wearing pins and other identification of membership in the Association or its affiliates.
- E. No employee shall be disciplined or reprimanded without just cause. "Just cause" is defined as "Good reason", meaning that discipline or reprimand, as contemplated by this provision, will not occur without a good reason. Any such action asserted by the Board, or any agent or representative thereof shall not be made public unless formal charges are made and shall be subject to the grievance procedure herein set forth.
- F. Whenever any representative of the Association or any employee is required to participate at or attend any proceeding before the Public Employees Relations Commission, he/she shall suffer no loss in pay.
- G. Personnel Files
1. An employee shall have the right, upon request, to review the contents of his/her personnel file. The employee shall have the right to Association representation during such review.
  2. No material shall be placed in an employee's personnel file unless that employee has been furnished a copy of it. The employee shall have the right to submit a written response which shall be attached to the file copy.

3. The Board shall not establish a separate personnel file which is not available for the employee's inspection.

## **ARTICLE V ASSOCIATION PRIVILEGES**

- A. The Board agrees to make available all items of public information to the Association which it may from time to time request.
- B. The Association shall have the privilege of using inter-school mail facilities and school mailboxes for Association business.
- C. The Association and its representatives shall have the right to use, for meetings and Association purposes, school buildings and rooms not in use for school purposes at all reasonable hours upon advance notification to the appropriate Administrator.
- D. The Association shall have the right to use, for Association purposes, school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable direct cost related to such use. The Association recognizes that this provision concerns Association business only.
- E. The Board shall provide for Association use a lockable two (2)-drawer filing cabinet.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and no other employee organizations, except as limited by law.

## **ARTICLE VI WORK YEAR**

The Paraprofessionals will follow the same work schedule as the teachers with the exception of one (1) less day at the close of the school year.

The Paraprofessional work year shall consist of one (1) day before students enter, one hundred and eighty-one (181) student days, zero (0) days at the end of the school year and the same number of in-service days as the teaching staff.

Meaningful in-service events can strengthen the skills of the Association members. The District recognizes the benefit such skills can offer the students of Westfield. Therefore, a committee will be formed consisting of three Association members appointed by the Association and three members of Administration to develop the in-service events.

**ARTICLE VII  
VACANCIES, PROMOTIONS AND TRANSFERS**

A. Notification of Vacancies

All Paraprofessional vacancies and/or new Paraprofessional positions arising within the system shall be posted to all present personnel before seeking outside candidates. Paraprofessionals may receive the notification by e-mail by subscribing to the "Employment Opportunities" page through the Office of Human Resources Web page. When the web page is updated subscribing Paraprofessionals will receive an e-mail notification.

B. Reassignment - Voluntary

In the determination of the request for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system. The foregoing is subject to the Board's right, as a matter of law, to determine and make all transfers.

C. Reassignment - Involuntary

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the supervisor at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee the Superintendent and/or his/her designee shall meet with him/her. The employee shall be advised of his/her right to have an Association representative present at such meeting. The foregoing is subject to the Board's right, as a matter of law, to determine and make all transfers.

**ARTICLE VIII  
EVALUATION OF PARAPROFESSIONALS**

The Board will provide all Paraprofessionals with an up-to-date job description on or before November 15<sup>th</sup> each school year.

A. The Board and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the Judgment of his/her superiors respecting the effectiveness of his/her performance and that he/she is entitled to receive such recommendations that will assist him/her in improving the effectiveness of his/her performance.

B. Supervisory Procedures shall be established so that each Paraprofessional shall receive, no later than May 1, a written evaluation.

- C. The Association and the Superintendent shall jointly develop the instrument which shall form the basis for the evaluations, subject to the approval of the Board.
- D. Each Paraprofessional shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation shall become part of a Paraprofessional's file without the Paraprofessional's signature, and response, if any. Each Paraprofessional shall receive a copy of the written evaluation.
- E. A conference for the purpose of annual evaluation shall be arranged between the evaluator and the Paraprofessional. Following the conference, the Paraprofessional will receive a written evaluation. At such time, the Paraprofessional is entitled to have his/her response to the evaluation heard and to append a written response to the evaluation report within ten (10) school days. The evaluation conference may be waived by the mutual consent of the Paraprofessional and the evaluator.
- F. Each Paraprofessional shall receive written notice prior to June 1 of each year indicating whether or not the Board intends to renew the contract for the ensuing year.
- G. New employees shall serve a probationary period of sixty (60) days duration. If an employee's service is satisfactory, then a contract will be issued for the balance of the school year.

## **ARTICLE IX WORKDAY**

The work day for each Paraprofessional shall reflect the nature of the particular assignment and shall coincide with the student day for the class or building assigned.

Paraprofessionals shall have a duty-free lunch consistent with the time designated for lunch at the grade level worked. In special classes where lunch is part of the instructional program, compensatory time will be provided. If Paraprofessionals work through lunch, they will be paid at their hourly rate.

If Paraprofessionals are requested to work or attend meetings, as referenced below, beyond the regular student hours, they will be paid for said time at their hourly rate.

Part-time Paraprofessionals will be paid for the entire day for any full-time in-service days which they are required to attend.

Each Paraprofessional shall be entitled daily to a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon exclusive of the duty free lunch period.

Paraprofessionals will annually attend no more than five (5) after school meetings as directed by building administrators as part of their normal workday.

All overtime for Paraprofessionals authorized by the administration shall be paid on the following basis: hours worked up to forty (40) shall be paid at their hourly rate; hours worked over forty (40) shall be paid at time and one-half of their hourly rate. All paid time will count toward the accumulation of hours for overtime.

## **ARTICLE X SICK LEAVE**

Sick Leave is defined as a Paraprofessional's absence from work because of his or her disability due to personal illness or injury.

Sick Leave with full pay shall be allowed each Paraprofessional for a maximum of fifteen (15) days in each contract year. A full year's allowance shall go into effect on the first work day of each year. A new employee who commences work after the first work day of the year shall be entitled to sick days pro-rated based on the number of months worked in that year.

When a Paraprofessional uses in any school year less than the number of days Sick Leave permitted under this Article, days not utilized shall be cumulative to be used for Sick Leave in subsequent years, provided, however, that no Paraprofessional shall be allowed to increase his or her total accumulation by more than fifteen (15) days in any one (1) year. Sick days actually used reduce the fifteen (15) days available for accumulation. All days allotted for the current year shall be used before any accumulated sick leave is used. At the start of each school year the Board shall inform each Paraprofessional in writing of the total number of accumulated Sick Leave days the Paraprofessional has.

## **ARTICLE XI PERSONAL LEAVE**

- A. Absence without salary deduction or charge against sick leave may be authorized as follows:
  - 1. For absence occasioned because an employee is quarantined for the sickness of another.
  - 2. For absence occasioned by an accident on the job.
  
- B. Absence without salary deduction or charge against sick leave may, in the discretion of the Superintendent or his designee and with his/her approval, be authorized as follows:
  - 1. Up to six (6) days during each school year for absence occasioned by the death of each parent, husband, wife, daughter, son, brother, sister, or any member of the immediate household.

2. Up to three (3) days during each school year for absence occasioned by the death of each father-in-law, mother-in-law, son-in-law, daughter-in-law, grandmother, grandfather or grandchild.
  3. One (1) day during each school year for absence occasioned by the death of each aunt, uncle, brother-in-law sister-in-law or friend.
  4. Up to an aggregate of four (4) days during each school year for absence occasioned by the serious illness of any one or more of the following: husband, wife, daughter, son, father, mother, brother, sister, grandparent, father-in-law, mother-in-law, grandchild or any member of the immediate household. A new employee who commences work after the first work day of the year shall be entitled to a prorated share of the family illness days based on the number of months worked in that year.
  5. Up to an aggregate of five (5) days for the adoption of a child.
- C. Absence without salary deduction or charge against sick leave may, in the discretion of the Superintendent or his designee and with his/her approval, be authorized for reasons of personal emergency other than the reasons set forth in Sections A and B above. A personal emergency is defined as an unavoidable situation, involving absence during school hours which cannot be avoided without substantial hardship. Unavoidable situations shall include house closings, court appearances, graduations and other personal business where absence during school hours cannot be avoided without substantial hardship, but shall not include days absent due to litigation in which the District and the employee or a member of an employee's family or the Association are parties. A Paraprofessional shall submit, on a form developed by the Superintendent in consultation with the Association, a written application (setting forth the personal emergency reasons for such leave) to his or her Principal or Supervisor at least forty-eight (48) hours in advance of the leave. Where such advance written notice cannot be given, the Paraprofessional shall, whenever possible, seek and receive the oral consent of the Superintendent or his/her assistant and shall, within two (2) school days after the Paraprofessional's return to duty, submit the necessary written application referred to above. In the event that a Paraprofessional does not wish the personal emergency reasons to be made public to any degree, the Paraprofessional may submit the written application in question directly to the Superintendent in an envelope clearly marked "Personal Emergency - Confidential." The Superintendent alone will know the reasons and shall destroy that section of the form containing reasons after his/her approval or denial of the application.
- D. Personal leaves of absence without pay may, upon request and at the discretion of the Superintendent and with his/her approval, be granted where a Paraprofessional is not, under Section C above, granted a personal leave of absence without salary deduction.
- E. In the event that a Paraprofessional is summoned for Jury service while school is in session, the Paraprofessional shall be required to file an application for an exemption

under N.J.S.A. 2A:69-2(f). If the Paraprofessional's application for exemption is denied, the Board shall pay his or her salary in full for the days absent for Jury service while school is in session.

- F. Vacations, business trips, honeymoons and weddings for Paraprofessionals employed by the district must be planned in accordance with holidays and school vacations when school is not in session. First year Paraprofessionals who have made marriage and/or honeymoon plans prior to employment shall be granted personal absence without pay.

## **ARTICLE XII EXTENDED LEAVES**

### **A. Disability Leaves**

- 1. Any Paraprofessional who experiences a disability arising out of, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, or the like, shall be entitled to a paid or unpaid Disability Leave based upon such disability. In the event that said Paraprofessional applies for a paid Disability Leave, such Disability Leave shall be chargeable to the accumulated sick leave account, if any, of said Paraprofessional. If the accumulated sick leave account is or has been exhausted, the Disability Leave of absence shall, except as is otherwise provided for under Article X of this Agreement, entitled "Sick Leave," be without pay. All policies, practices, rules and regulations applicable to Paraprofessional granted leave under Article X of this Agreement, entitled "Sick Leave," shall govern such Disability Leave.

The period of disability related to pregnancy and childbirth from which a Paraprofessional may use her accumulated sick leave shall be defined as the period commencing one (1) month before the anticipated delivery date and ending one (1) month after the actual delivery date or such different period of actual disability as shall be certified to the Board by the Paraprofessional's physician.

- 2. All Paraprofessionals anticipating a long term disability shall notify the Superintendent or his/her designee of the condition as soon as he or she knows a disability leave is needed, and shall submit to the Superintendent or his/her designee a written statement from his/her physician verifying the condition expected to result in the long term disability and, if possible, the physician's prognosis as to the anticipated duration of such disability.
- 3. The Board shall have the right to require any Paraprofessional who has been on paid or unpaid Disability Leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a written statement from his/her physician stating that he/she is capable of resuming his/her duties, which opinion shall be confirmed by the Board medical inspector, in cases where the ability to return is in dispute.



4. Whenever, in the opinion of the Board, the date of the commencement of an unpaid Disability Leave and/or the date for the resumption of duties would substantially interfere with the administration of the schools and/or the education of students, the requested dates may be changed by the Board if, in the opinion of the Board medical inspector, such change is not medically contraindicated.
5. Where an unpaid Disability Leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the Paraprofessional to the Board accompanied by a written statement from the Paraprofessional's physician as to the advisability of such extension or reduction. Such extensions or reductions may be granted by the Board for additional reasonable periods of time; provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the schools and/or the education of students and, provided, further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and, specifically, N.J.S.A. 18A:30-7.
6. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Disability Leave of any Paraprofessional beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board, in its absolute discretion, to grant to a Paraprofessional a Disability Leave extending beyond the end of such work year.

#### B. Child Rearing Leave

1. In the case of the birth of a child or the placement of a child under the age of five (5) for adoption, or obtaining legal custody for a child under five (5), and any Paraprofessional who has been employed in the school district for three (3) or more years shall have the right upon application, to leave for the purposes of child rearing. Said Child Rearing Leave shall be without pay. In any case where both parents of such child are employees in the Westfield Public Schools, only one (1) parent shall be entitled to such Child Rearing Leave at any one time. The Board will not pay for insurance coverage for employees on unpaid Child Rearing Leave beyond that required by the Federal and/or State Family Leave Laws.
2. Application for Child Rearing Leave in connection with the birth of a child shall be filed at least sixty (60) days prior to the anticipated birth date of the child. Application for Child Rearing leave in connection with the placement of a child under the age of five (5) for adoption shall be filed immediately upon receipt by a Paraprofessional of a notice of such placement.
3. In the case of a Paraprofessional who has been granted Disability Leave under the provisions of Section A of this Article, and who has applied for Child Rearing

Leave, such Child Rearing Leave shall become effective immediately upon the termination of the aforesaid Disability Leave.

4. Child Rearing Leave shall be granted upon application made therefore, for a period ending as of the date requested by the eligible Paraprofessional unless the date of return selected by that Paraprofessional for the resumption of duties would substantially interfere with the administration of the schools or with the education of pupils. Effective as of July 1, 2000; the Board will only be required, at its expense, to provide to Paraprofessionals on Child Rearing Leave insurance benefits under Sections A, B, C, D and E of Article XIV of this agreement for up to the end of the work year in which said leave was originally granted.
5. A Paraprofessional may request early reinstatement, the granting of which shall be in the sole discretion of the Board.
6. The provisions shall not be deemed to impose upon the Board any obligation to grant or extend a Child Rearing Leave of any Paraprofessional beyond the end of the work year in which such leave was originally granted, provided, however, that the provisions of this Subsection shall not in any way preclude the ability on the part of the Board, in its absolute discretion, to grant to a Paraprofessional a Child Rearing Leave extending beyond the end of such work year. The Board shall not be responsible, at its expense, to provide Paraprofessionals insurance benefits beyond the end of the work year in which such leave was originally granted or to provide Paraprofessionals insurance benefits during consecutive child rearing leaves of absence.

### **ARTICLE XIII SALARIES**

#### **A. Salaries**

The salaries of Paraprofessionals shall be as set forth in Schedule "A" attached hereto and made a part hereof.

2019-2020 2.9% plus \$5,660  
2020-2021 2.8% plus \$7,700  
2021-2022 2.8% plus \$7,700

The percentage for salary increase shall apply to salaries only and shall be retroactive to July 1, 2019. There will be no increase to stipends, hourly rates, or other monetary items throughout the life of the agreement, unless specifically identified.

Members who are no longer employed in the District at the time this Memorandum of Agreement is signed will not be eligible for retroactive pay, nor will retroactive pay be paid to members for any hourly work.

B. Procedures for Advancement on Salary Guide and for Withholding of Increases

1. Progress along the pattern of increases shall be automatic unless the Board withholds all or any part of a Salary Increase (defined below) in accordance with the provisions of this Section B.
2. The Board expressly reserves the right to withhold, for inefficiency or other good cause, all or any part of a Salary Increase, defined as follows: (a) for any Paraprofessional not at the maximum of the guide, the annual increment and the negotiated salary adjustment, if any; and (b) for any Paraprofessional at the maximum of the guide, the negotiated salary adjustment, if any.
3. In the event that the Board exercises its right to withhold for inefficiency or other good cause all or any part of a Salary Increase, the Board does hereby agree to employ the following procedures:
  - a. The Superintendent shall not forward any recommendation to withhold a Paraprofessional's Salary Increase or any portion thereof to the Board later than May 15 of the school year preceding that in which such action would take effect. The Superintendent shall give to the Paraprofessional against whom the recommendation shall be made written notice of the alleged cause or causes for the recommendation, in which event the Paraprofessional may within five (5) school days request in writing an opportunity to meet with the Superintendent. In the event such a meeting is requested, the Superintendent shall take no action on the recommendation until five (5) school days after said meeting occurs.
  - b. Whenever the Superintendent recommends that the Board withhold a salary increase or portion thereof, the Paraprofessional to be so deprived shall be given written notice of such recommendation.
  - c. If, following such recommendation by the Superintendent, such Paraprofessional desires to pursue the matter further, arrangements shall be made to offer said Paraprofessional reasonable opportunity to appear before the Board and to be accompanied by a representative of his/her own choosing. In order to have such an opportunity, such Paraprofessional must, within seven (7) calendar days after receipt of written notice of the Superintendent's recommendation, request in writing such a meeting with the Board. The meeting between such Paraprofessional and the Board shall not constitute a plenary hearing.
  - d. The Board shall be given reasonable opportunity, following said meeting, to deliberate. If the resultant action of the Board is to withhold a Salary Increase, the Board shall, within ten (10) calendar days after said meeting, give written notice of such action, together with the reasons therefore to the Paraprofessional concerned.

4. In order to receive a salary increase pursuant to the pattern of increases identified in paragraph B(1) above, the employee must by present and working one day more than one half of the total work year set forth in Article VI, Work Year.

C. Method of Payment

Each Paraprofessional shall be paid in twenty (20) semi-monthly installments, during the period September through June.

D. Exceptions

When a payday falls on or during a school holiday, school vacation or weekend, Paraprofessionals shall receive their pay checks on the last work day before such holiday, vacation or weekend.

E. Mileage

Paraprofessionals who are assigned to two (2) or more buildings or who are required to use their automobiles in the performance of their duties shall be compensated at the rate equal to the New Jersey Office of Management and Budget indexed mileage allowance.

F. Retirement or Termination of Employment Stipend

Each Paraprofessional who has terminated employment after fifteen (15) or more years of service in the Westfield School District, shall receive an amount equal to one-hundred (100%) percent of his/her number of unused accumulated sick leave days times forty-four (\$44) dollars, such payment to be made within a reasonable period of time after such a retirement or termination; provided, however, that the maximum amount payable to a Paraprofessional under this provision shall be three thousand five hundred (\$3,500) dollars.

G. Paraprofessionals employed after July 1, 2000 will not be eligible for a retirement or termination stipend.

H. The financial incentives for education credit offered pursuant to the salary guide shall become effective on the 1<sup>st</sup> day of September after attainment of such education.

I. The longevity shall become effective on the 1<sup>st</sup> day of September upon reaching 8, 11 or 16 years of service.

Longevity provision

\$1,000.00 upon reaching 8 years of service

\$1,500.00 upon reaching 11 years of service

\$2,100.00 upon reaching 16 years of service

\$3,600.00 upon reaching 20 years or more of service

J. Financial Incentives for Education Credit

Effective July 1, 2013, the following financial incentives will be available to Paraprofessionals:

\$350.00 for County Substitute Teacher Certificate

\$400.00 for an Associate's Degree (two (2) year degree, equivalent of sixty (60) credits

\$650.00 for BA/BS Degree (four (4) years)

Paraprofessionals are entitled to financial recognition for the County Substitute Teacher Certificate OR the Associate Degree OR BA/BS Degree, whichever is the highest level of education.

\$750.00 for NJ Teaching Certificate

The maximum amount of increase over the guide for Education Credit is \$1,400.00.

K. Attendance Bonus

An employee who uses bereavement days for an immediate family member shall still be eligible for the attendance bonus. Immediate family is defined as a parent, husband, wife, daughter, son, brother, sister or member of the employee's household. A bonus of \$500 shall be given for zero (0) days absent; \$250 shall be given for one (1) day absent; \$100 shall be given for two (2) days absent during a school year.

L. Toileting Stipend

Effective September 1, 2019, a \$400.00 annual stipend will be paid to Paraprofessionals who provide daily assistance to students on a one-to-one basis with toileting.

M. Applied Behavior Analysis (ABA) Stipend

Effective September 1, 2019, a \$600.00 annual stipend will be paid only to paraprofessionals who work in the ABA program during the school year.

N. Physically Disabled Students Stipend

Effective September 1, 2019, a \$700 annual toileting stipend will be paid to those paraprofessionals utilizing a Hoyer Lift or similar device for the toileting needs of their assigned students as required by the students' IEP or 504 plans.

**ARTICLE XIV  
INSURANCE**

A. Health Benefits

Employees who are covered by health insurance benefits shall contribute on Tier 4 of Chapter 78 P.L. 2011 throughout the life of this agreement.

Effective July 1, 2015, Paraprofessionals will have the choice of the following plan options:

1. POS 8-10-15
2. EPO
3. Direct Access Health Savings Account

Employees may pay the cost of an upgrade of their health insurance to the Direct Access Plan (Direct Access 20 with \$1,000/\$2,000 Out of Network deductible.)

#### B. Dental Insurance

Employees who are covered by health insurance benefits shall contribute on Tier 4 of Chapter 78 P.L. 2011 throughout the life of this agreement.

The Board shall pay for all Paraprofessionals and dependents, the full premium for dental coverage, which will include the usual and customary rate for diagnostic and preventive services, and for the riders covering additional basic, periodontal services, orthodontic services and prosthodontic services, which aggregate coverage shall be for not more than \$1,500.00 per insured per year. Effective July 1, 2003, there shall be a per child lifetime maximum of \$1500.00 for orthodontic services.

#### C. Prescription Plan

Employees who are covered by health insurance benefits shall contribute on Tier 4 of Chapter 78 P.L. 2011 throughout the life of this agreement.

Effective January 2, 2015, Prescription Co-Pays will be as follows:

- Co-Pay of \$15 for generic prescriptions
- Co-Pay of \$35 for preferred brand name prescriptions
- Co-Pay of \$50 for non-preferred brand name prescriptions
- Co-Pay of \$30 for mail order prescriptions

#### D. Indemnity Coverage

Employees in the traditional indemnity plan shall be moved into the Point Of Service Plan effective February 1, 2010.

#### E. Employee Assistance Program

The Employee Assistance Program shall be available for all Paraprofessionals. The Paraprofessional's share will be a payroll deduction of \$2 per month.

#### F. Coverage for Rehired Paraprofessionals

Any Paraprofessional who is Reduced-In-Force ("RIFed") prior to June 30 will continue to receive health benefits coverage, if the Paraprofessional already receives such coverage, during the months of July and August of that calendar year. If a RIFed Paraprofessional is rehired for the next school year, then he/she shall continue health benefits in the next school year. If the Paraprofessional is not rehired for the next school year, then health benefits will be available through COBRA from September of the new school year.

This provision does not apply to Paraprofessionals whose employment has been terminated, as opposed to RIFed.

#### G. Coverage After Retirement

Any Paraprofessional who has retired (and not merely vested) under PERS after twenty-five (25) or more years of service in the NJ Pension Program and who is as of such retirement entitled to begin collecting benefits from PERS will be entitled to receive hospitalization and major medical as a retirement benefit. Retired employees receiving this benefit may not continue hospitalization and major medical coverage participation with the Board's provider.

#### H. Equivalency Coverage

Notwithstanding the provisions of Section A, B, C, D and E, the Board and the Association agree that, in the event that the Board or the Association desires to replace the insurance described in any one or all of Sections A, B, C, D and/or E, the Board may do so upon the following conditions:

1. Under no circumstances may the insurance described in Sections A, B, C, D or E be reduced in any way below the coverage provided for.
2. There shall be no break or discontinuance in insurance coverage under Sections A, B, C, D and E.
3. Any other provider of the insurance described in Sections A, B, C, D and E must provide insurance that is generally acceptable to hospitals (and to doctors, dentists and pharmacies, if applicable) in the area of Westfield, New Jersey.
4. Any other provider of the insurance described in Sections A, B, C, D and E must have a reputation for making payments within a reasonable amount of time.

5. Either party shall have the right to reject the selection of a new insurance provider for any of the reasons set forth in Subsections 1 through 4 above. Such rejection, if it occurs, may be submitted to arbitration under the terms of Article III of this Agreement.

I. Upon the death of a Paraprofessional while employed by the Board, his/her dependents may, at their own expense, continue in the district-sponsored health benefits program for life.

J. Any Paraprofessional employed at least twenty (20) hours per full work week shall receive the insurance coverage at Board expense as per this article.

K. New employees will be enrolled in the insurance plan effective the first of the month after the date of hire.

L. Voluntary Health Insurance Waiver

1. The Plan

The district shall offer a voluntary health insurance waiver plan, or “opt-out” plan, provided that employees can demonstrate that they have alternative coverage for themselves and their dependents.

2. Payments Under the Plan

Employees who select the opt-out plan shall receive payments from the Board as follows:

POS Plan

Family:	\$2,900	Parent/Child:	\$1,700
Couple:	\$2,500	Individual:	\$1,200

Payments shall be made in semi-monthly installments for ten months (September through June).

3. Waiver Procedures

A waiver of health insurance form is available from the payroll office. This form shall be distributed to all employees by June 1 and returned to the Payroll Office no later than June 15.

Election for the waiver of health insurance shall be made on an annual basis, and such waiver shall be for only one (1) year. Election is voluntary and is renewable on subsequent application. Employees not re-electing the waiver shall be



automatically re-enrolled in the district's health insurance plan upon completion of the necessary paperwork without penalty or restriction including but not limited to pre-existing conditions for themselves and eligible dependents. All employees shall have the option of considering the waiver each year of this agreement, subject to the terms of this provision.

#### 4. Restoration of Benefits

During any time of the year in which the employee has elected to waive coverage, the employee shall be able to terminate the coverage waiver agreement and re-enroll in the district's insurance plan under the following conditions:

- a. Loss of spouse's employment
- b. Disability or death of spouse
- c. Divorce or legal separation
- d. Other life-altering event

Where applicable, domestic partner shall serve in place of spouse.

Re-enrollment shall be immediate without penalties or restrictions including, but not limited to, pre-existing conditions for the employee and eligible dependents. Enrollment shall be as if the waiver or coverage had not been elected.

Employees must notify the board in writing of their decision to terminate the coverage waiver and re-enroll in the district plan no later than thirty (30) days after the event causing such decision. Payment for the waiver in such instances shall be on a pro-rata basis.

#### 5. Section 125 Plan

The Board has in place an IRC Section 125 plan for the purpose of implementing this provision.

#### M. Domestic Partner/Civil Union Partner Health Insurance

The Board of Education through its collective bargaining agreement shall make health insurance available to its employees. The Business Administrator/Board Secretary shall act as the certifying agent in the administration of this program.

##### 1. Domestic Partner/Civil Union Partner Coverage

The Board of Education through its collective bargaining agreements shall make health insurance available to the Domestic Partners or Civil Union Partner of employees. For the purpose of health insurance benefits, a Domestic Partner/Civil Union Partner shall be defined as a person who:

- a. Shares the employee's permanent residence; and

- b. Has resided with the employee for no less than one (1) year; and
- c. Is no less than eighteen (18) years of age; and
- d. Is financially interdependent with the employee and has proven such interdependence by providing documentation of at least two (2) of the following ownerships:

Common ownership of real property or a common leasehold interest in such property; ownership of a motor vehicle; a joint bank account or a joint credit account; designation as a beneficiary for life insurance or retirement benefits or under your partner's will; assignment of a durable power of attorney or health care power of attorney; or such other proof as is considered by the insurance carrier to be sufficient to establish financial interdependency under the circumstances of your particular case; and

- e. Is not a blood relative any closer than would prohibit legal marriage; and
- f. Has signed jointly a notarized Affidavit of Domestic Partnership, or has acquired a Civil Union license.

In addition, the employee and the Domestic Partner or Civil Union Partner will be considered to have met the terms of this definition as long as neither the employee nor the Domestic Partner nor the Civil Union Partner:

- g. Has signed an Affidavit of Domestic Partnership or Civil Union status or declaration with any other person within twelve (12) months prior to designating each other as Domestic Partners or Civil Union partner hereunder; or
  - h. Is currently legally married to another person; or
  - i. Has any other Domestic Partner, Civil Union Partner, spouse, or spouse equivalent.
2. The employee and the Domestic Partner or Civil Union Partner must have registered as Domestic Partners or Civil Union Partners as required by the State of New Jersey where applicable. Domestic Partners or Civil Union Partners are eligible for health insurance membership only at open enrollment. An Affidavit of Domestic Partnership or a license for a Civil Union must be submitted to the Payroll Office at the time of application for health insurance benefits.

### 3. Definition of Family

Domestic Partner or Civil Union Partner shall be treated the same as spouse in the definition of family for the purposes of the administration of sick leave, personal leave, extended leave, leaves of short duration and any other areas for which definition of family is a criteria.

**ARTICLE XV  
REPRESENTATION FEE**

**A. Purpose of Fee**

If an employee 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 this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

**B. Amount of Fee**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the aggregate amount of the regular membership dues, initiation fees and assessments charged by the Association to each of its own members for that membership year. The representation fee to be paid by each non-member will be equal to eighty-five (85%) per cent of said aggregate amount.

**C. Deduction and Transmission of Fee**

The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee referred to in Section B above and promptly will transmit the installments so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his or her employment in a bargaining unit position.

**D. Termination of Employment**

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association.

**E. Mechanics**

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.

F. Demand and Return System

The Association shall develop a demand and return system consistent with Chapter 477, P.L. 1979.

G. Indemnity Clause -- Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the new provisions of this Article, provided that:

- a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense. The Board's attorney shall be provided copies of all documents presented in the dispute by all parties.

2. Exception

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit or other form of liability, which may arise as a result of any type of willful misconduct by the Board, or the Board's imperfect execution of the obligations imposed upon it by this Article.

**ARTICLE XVI  
DEDUCTION FROM SALARY**

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Westfield Instructional Support Staff Association and the New Jersey Education Association and the National Education Association or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 54:15-15 9e) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Westfield Instructional Support Staff Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate Associations.

2. 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.

**B. Service**

The Board agrees to deduct from the salary of any employee and to forward such money as any employee authorizes the Board to deduct and to transmit to the Union County Teachers' Federal Credit Union, for the purchase of one or more tax-sheltered annuity plans which have been approved by the Board for deduction, or for the purchase of Washington National Income Protection Insurance. Any employee may have such deductions discontinued in accordance with the procedure of said agency.

**ARTICLE XVII  
CONFERENCE AND TUITION EXPENSES**

- A. The Board agrees to pay the registration fee and travel expenses for members of the Association who attend, with the approval of the Superintendent, any workshops or conferences relative to their positions, excluding the New Jersey Education Association Convention, at a total aggregate cost for all members of the Association not to exceed three thousand (\$3,000) dollars each year.
- B. The Board agrees to pay up to a maximum of thirteen hundred (\$1,300) dollars per year (and in no event greater than the actual cost of any approved course or courses) to any Paraprofessional who shall have incurred tuition expenses for courses taken for professional improvements, for which he/she shall have received prior written approval by the Superintendent and for which evidence of the cost thereof and of successful completion is submitted to the Superintendent.
- C. Forms will be made available by the Superintendent of Schools or designee for prior approval of courses taken for reimbursement. Approval must be granted in advance of the first session of the course. A transcript indicating successful completion of the course or other official record of attendance at a conference must be submitted to receive the funds.

**ARTICLE XVIII  
SENIORITY**

- A. The paraprofessionals in the Westfield School District provide a wide variety of services. These services fall into one of two distinct categories: classroom paraprofessional services and all other services provided by paraprofessionals. The classroom paraprofessionals work directly with students in a classroom setting, either one-on-one or as a classroom aide, either in a self-contained special education classroom or a mainstream classroom. The other paraprofessionals serve in supervisory roles around the high school grounds, in the libraries or gathering

attendance data. These two roles are separate and distinct from one another. However, the amount of time calculated will be based solely on the time served in the district.

- B. In the event a reduction in force is necessary, the District must first consider the needs of the student population that is being served by the paraprofessional when deciding how to implement such a reduction. However, in the event the District determines that the needs of the students can be met by more than one paraprofessional who was employed by the District prior to the reduction in force, the paraprofessionals who meet the following criteria will be given first consideration for openings:
  - 1. Paraprofessionals who have worked within the District for a minimum of four (4) consecutive years; and
  - 2. Paraprofessionals who have received satisfactory or better on their evaluations for the three (3) years preceding the reduction in force.
- C. Notices for a reduction in force will be provided to the paraprofessionals on or before June 1 of each year.
- D. The District agrees to develop a list of all paraprofessionals who received a notice of a reduction in force and who meet the criteria listed in Article XVIII, Paragraph B.
- E. Notices of openings that occur between June 1 and September 30 will be sent to the paraprofessionals on the list, i.e. noted in Article XVIII, Paragraph D.
- F. Any paraprofessional who has received a notice of reduction in force shall automatically be scheduled for an interview.
- G. Open positions that may occur between June 1 and September 30 will only be posted after the paraprofessionals on the list noted in Article XVIII, Paragraph D have been considered.
- H. Non-district applicants will be considered only after the list noted in Paragraph D has been considered.
- I. "Written notice" for purpose of this article includes U.S. mail, e-mail, facsimile and interoffice mail. It is the responsibility of the paraprofessionals to provide the Office of Human Resources with all current addresses.
- J. The President of the Association and the Human Resource Specialist shall meet annually to discuss the above process.

**ARTICLE XIX**  
**MISCELLANEOUS PROVISIONS**

- A. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Paraprofessional benefit existing prior to its effective date.
- B. If any provision of this Agreement, or any application of this Agreement to any Paraprofessional or group of Paraprofessionals 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.
- C. Any individual contract between the Board and an individual Paraprofessional heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provisions inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of Paraprofessionals, or in the application or administration of this Agreement, on the basis of race, religion, color, national origin, ancestry, age, sex, affectual or sexual orientation, marital status, familial status, atypical heredity, cellular or blood trait, liability for service in the Armed Forces of the United States, handicap, or nationality as provided in the New Jersey Law Against Discrimination.
- E. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail sent to the following addresses:
  - 1. If by Association, to the Board at 302 Elm Street.
  - 2. If by Board, to the Association at the home address or school address of the President.
- F. A Liaison Committee shall be established each year between the administration and the Association for the purpose of resolving issues not covered by the collective agreement. This committee shall meet on an as-needed basis at the request of either party. This committee shall consist of the Director of Special Services, the Superintendent, one other administrator named by the Superintendent and 5 (five) members of the Association to be named by the Association President.
- G. Paraprofessionals performing outside duty will be provided with appropriate foul weather gear.

**ARTICLE XX  
DURATION OF AGREEMENT**

The effective term of this Agreement shall be from July 1, 2019 to June 30, 2022.

IN WITNESS WHEREOF the parties have hereunto caused this Agreement to be signed by their proper officers to be affixed hereto the date and year above written.

**FOR THE WESTFIELD BOARD OF EDUCATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date: 7/1/2020**

**FOR THE WESTFIELD INSTRUCTIONAL SUPPORT STAFF  
ASSOCIATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## WISSA Salary Guide

Note: Employees move one step on guide in 2019/20, stay frozen on step in 2020/21 and move one step in 2021/22

Salary Guide	Salary	Salary	Salary
Step	2019-20	2020-21	2021-22
1	\$16,169	\$16,412	\$16,412
2	\$16,269	\$16,512	\$16,512
3	\$16,469	\$16,687	\$16,687
4	\$16,669	\$16,887	\$16,887
5	\$16,864	\$17,087	\$17,087
6	\$17,114	\$17,312	\$17,312
7	\$17,364	\$17,562	\$17,562
8	\$17,614	\$17,812	\$17,812
9	\$17,890	\$18,312	\$18,312
10	\$18,380	\$18,812	\$18,812
11	\$18,950	\$19,562	\$19,562
12	\$19,460	\$20,562	\$20,562
13	\$20,110	\$21,662	\$21,662
14	\$20,960	\$22,912	\$22,862
15	\$21,960	\$24,662	\$24,612
16	\$23,960	\$26,662	\$26,612
16a	\$27,460	\$28,677	\$28,677
17	\$30,927	\$30,927	\$30,927

**Longevity:** Effective July 1, 2013:

- \$1,000 - Upon reaching 8 years of service but less than 11 years
- \$1,500- Upon reaching 11 years of service but less than 16 years
- \$2,100- Upon reaching 16 years of service but less than 20 years
- \$3,600- Upon reaching 20 years or more years of service

Effective September 1, 2010, longevity shall be incorporated in the annual salary on September 1 of the school year the employee attains the appropriate years of service. For example: If an employee will reach 8 years of service during the 2010-11 school year, the longevity will be incorporated in the annual salary beginning in September 2010.

**Financial Incentives for Education Credit:** Effective July 1, 2013:

- \$350 – County Substitute Teacher Certificate *Either or, but not both* \$750 - NJ Teaching Certificate
- \$400 – Associate Degree (2 year degree) *Either or, but not both* \$650 - Four-year BA/BS Degree

**Maximum amount increase over guide would be \$1,400:** Effective September 1, 2010:

The financial incentives for education credit shall be incorporated into the annual salary in the school year following attainment. For example: If an employee qualifies for a financial incentive during the 2010-11 school year, the incentive will be incorporated in the annual salary beginning in September 2011.

**Toileting Stipend:** Effective September 1, 2019:

\$400 annual stipend will be paid to Paraprofessionals who provide daily assistance to students on a one-to-one basis with toileting.

**ABA Stipend:** Effective September 1, 2019:

\$600 annual stipend will be paid only to paraprofessionals who work in the ABA program during the year.

**Physically Disabled Students Stipend**

Effective September 1, 2019, a \$700 annual toileting stipend will be paid to those paraprofessionals utilizing a Hoyer Lift or similar device for the toileting needs of their assigned students as required by the students' IEPs or 504 plans.

**Attendance Bonus:**

A bonus of \$500 shall be given for zero (0) days absent; \$250 shall be given for one (1) day absent; \$100 shall be given for two (2) days absent during a school year. *(For additional information, please see Art. XIII, Sec. K)*