



AGREEMENT

between the

BOARD OF EDUCATION OF THE

SCHOOL DISTRICT OF THE CHATHAMS

and the

CHATHAM PARAPROFESSIONAL ASSOCIATION

July 1, 2006 to June 30, 2009

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Agreement

between the

**Board of Education of the
School District of the Chathams**

And

The Chatham Paraprofessional Association

THIS AGREEMENT is made on the *2nd* day of *April, 2007*, between the Board of Education of the School District of the Chathams, Chatham, New Jersey, and the Chatham Paraprofessional Association.

I. RECOGNITION CLAUSE

The Board of Education of the School District of the Chathams recognizes the Chatham Paraprofessional Association, hereinafter called the "Association" as the majority representative for library assistants, classroom assistants (including special education), school assistants (including cafeteria, playground, and duplicating), and personal one-on-one assistants.

It is understood that those employees covered by the Agreement, who work less than twenty (20) hours per week, will receive prorated benefits, other than medical and dental.

II. TERM OF CONTRACT

The term of this contract shall be July 1, 2006 through June 30, 2009. Economic provisions for the salary guides shall be September 1, 2006 through June 30, 2007 for the 2006/07 school year; September 1, 2007 through June 30, 2008 for the 2007/08 school year; and, September 1, 2008 through June 30, 2009 for the 2008/09 school year.

All terms and conditions of employment shall remain unchanged except as expressly modified herein.

III. SUCCESSOR AGREEMENT

The parties agree to begin negotiating a successor Agreement no later than January 2009.

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.

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IV. ANNUAL SICK LEAVE ALLOWANCE

- Ten (10) days sick leave per year, with full pay.
- Any unused portion of the yearly allowance for a given employee shall be cumulative so long as service is not interrupted.
- Sick leave is hereby defined to mean absence from work because of personal disability or injury, or because of a medically ordered quarantine in staff member's household.
- An administrator may require medical verification for sick leave.
- Part-time employees are entitled to prorated sick leave according to their work schedule.

V. PERSONAL DAYS

An employee shall be granted a maximum allowance of up to three (3) days leave of absence in any one year; two, if unused, can accumulate for severance purposes.

Written notification of personal days shall be made to the building principal at least two weeks in advance, except for an emergency situation. (See Personal Day Request *Attachment B*) Copies of personal day application forms will be kept in the building level personnel file.

Personal days may be used for the following reasons:

- A. Important personal business, which cannot be attended to other than during school hours on days when school is in session, including weddings and graduations of family members.
- B. *Marriage*: Upon request, an employee whose marriage takes place when schools are in session shall be granted a leave of absence of up to five (5) school days. These days are without pay.
- C. *Legal business*
- D. *Personal or Family Emergencies*
- E. Documentary verification, which does not infringe upon the employee's right to privacy, will be required by the Building Administrator prior to approving personal days that fall before and/or after a holiday, vacation, or teachers'

convention. With reasonable cause, the Building Administrator may request verification for personal days, which fall on Friday or Monday. This verification shall not infringe on the employee's right to privacy.

VI. SEVERANCE

- A. Terminal severance pay will be granted to full time Paraprofessionals who retire directly from employment in the School District of the Chathams, are eligible and qualify for State retirement benefits and who have served for twenty (20) or more years in the School District of the Chathams.
- B. Full time Paraprofessionals shall receive payment for accrued sick and personal business days. The rate of remuneration shall be \$20.00 per day.
- C. In the event that a Paraprofessional dies while in service to the School District of the Chathams, his/her unused sick days will be reimbursed at the specified rate in the name of his/her designated beneficiary.

VII. WORK YEAR

Ten Month Paraprofessionals – 188 Work Days

The work year for the employee shall be 188 days to include:

- The student calendar as established by the board of education
- One day before students begin the school year;
- One day after the students leave,
- Employees are required to attend two (2) In-Service Days per year.
- Part-time employees may be excused from the non student days at the principal's discretion.

VIII. WORK DAY

Full Time 10 Month Paraprofessionals

Full Time Paraprofessionals Hours shall parallel school hours:

Elementary (K-3)	8:35 AM – 3:05 PM
Grades 4-5	8:40 AM – 3:10 PM
Grades 6-8	8:00 AM – 2:36 PM

It is also understood that all Paraprofessionals should be on site at least 15 minutes before their first assignment and will remain on site for at least 15 minutes following their last assignment.

Every effort will be made to ensure that Paraprofessionals at the K-8 level will have a scheduled lunch that is approximately the same length as students' lunch period in the building to which they are assigned. Every effort will be made to ensure this lunch is not less than 25 minutes.

Paraprofessionals at the 9-12 level will be assigned a lunch not less than 25 minutes.

Full Time Paraprofessionals who split their work day among two or more buildings will not have their work day extend beyond seven and one half hours inclusive of travel time.

IX. GRIEVANCE PROCEDURES

The Board and the Association desire to maintain a grievance procedure in accordance with Chapter 123 Public Laws of 1974, which serves the best interest of both the aggrieved employee and the school system. The Association or any individual member of the staff shall have the right to appeal the application of this agreement, policies or administrative decisions affecting a paraprofessional or a group of paraprofessionals through the channels specified by this procedure. They shall have the right to present their appeal or to designate representatives of the Association of their own choosing to appear with them or for them at any step in their appeal.

Terms

A grievance is a claim by a paraprofessional or the Association based upon the interpretation, application or violation of this Agreement, Board policies or administrative decisions and practices as they relate to the terms and conditions of employment affecting a paraprofessional or group of paraprofessionals.

A grievance may be initiated by a paraprofessional, a group of paraprofessionals, or the Association.

The grievant may be represented at all stages of the grievance procedure by himself/herself, his/her agent, or at his/her option, by the Association or by a representative selected or approved by the Association.

The term "days" when used in this article shall mean working school days. Weekends and vacation days are excluded.

The purpose of this procedure is to resolve differences concerning the terms and conditions of employment. The procedure is intended to resolve such differences at the lowest level of authority possible.

Time Limit

The number of days specified for the initiation of a grievance and for each level of resolution is a maximum. Every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement of the person or persons making the claim and the Board of Education.

Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Sequence of Levels for Resolving Grievances

Level One: Principal or Immediate Supervisor

The paraprofessional or Association shall, within thirty (30) days of identification of a grievable issue, first discuss it with the principal (or immediate supervisor or department head) in an attempt to resolve the matter informally.

Level Two: Written Grievance to Principal

If the initiator of the grievance is not satisfied with the resolution at Level One, the complaint shall be filed in writing to the principal. A written grievance shall be filed within thirty (30) days of the last occurrence of the incident being grieved. Information copies of the grievance shall be sent by the employee to the Superintendent of Schools and the Association.

A hearing on the grievance shall be held by the principal within ten (10) days of receipt of the written grievance.

The principal shall render a written decision with supporting reasons within ten (10) days of the hearing.

Level Three: Superintendent

If the grievance is not settled to the satisfaction of the grievant at Level Two, the decision may be appealed to the Superintendent of Schools within five (5) days. To do so, the grievant must submit a written appeal of the principal's decision. The complaint previously filed with the principal and the principal's written decision shall be filed with this appeal to the Superintendent.

Within ten (10) days of receipt of the appeal, the Superintendent will hold a hearing. A written decision shall be rendered by the Superintendent within ten (10) days of the hearing at Level Three.

At this point of the grievance procedure, if the grievance has been initiated by a paraprofessional or group of paraprofessionals, the Association shall determine the merit of the grievance. If the grievance is determined to be valid, the Association continues with the procedure for appeals. If the Association determines that the grievance is without merit, the grievant will personally continue with the procedure for appeals.

Level Four: Board of Education

If the decision of the Superintendent is not satisfactory to the grievant, it may be appealed to the Board of Education within ten (10) days.

The process for appealing a grievance to the Board of Education shall be a written statement summarizing the points at issue and the reasons for the appeal.

The Board of Education shall review the Superintendent's decision and the written appeal and render a decision within thirty (30) days. During that period, a hearing with a committee of the Board or the full Board shall be held.

All meetings and hearings under this procedure shall not be conducted in public and shall include only the interested parties and their designated or selected representatives.

The aggrieved party may have a legal representative and/or witnesses in attendance at the hearing before the Board.

X. DISABILITY, CHILDBEARING AND CHILDREARING

1. Disability

- (a) Disability leave shall be defined in NJSA 18A:30-1 to mean leave taken by a person steadily employed by the district who is absent "from his or her post of duty...because of personal disability due to illness or injury...", or for other sufficient reasons.
- (b) All employees who anticipate disability in a specific future event, such as childbirth, pending surgery or other medical procedures, shall report that status to the district as soon as possible, and shall submit a physician's statement to certify their continuing fitness.

- (c) An employee who claims disability leave of more than ten (10) consecutive days shall submit a physician's statement indicating the reason he or she cannot perform the duties of his/her position and the anticipated duration of his/her disability.

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Staff members on such disability leave shall submit a statement from a physician certifying that they are physically able to return to duty before they will be allowed to return to their position in the school district.

- (d) The employee must notify the Superintendent by April 15 of the school year in which his/her leave terminates as to his/her intention to resume or resign his/her position.

2. Child-Bearing Leave

Child-Bearing leaves are designed to provide a period of leave immediately before and after childbirth.

- (a) A staff member shall notify the Superintendent, in writing, of her pregnancy at least three (3) months prior to the anticipated date of leave. The employee should indicate the approximate date she would like the leave to begin.
- (b) Staff members may utilize the sick leave provision for absences during the Child-Bearing Leaves up to a maximum of eight (8) weeks; i.e. staff members can use up to a maximum of forty (40) days (eight weeks) from accumulated sick leave during the Child-Bearing Leave. Whenever the sick leave provision is utilized for Child-Bearing Leaves, it is a paid leave of absence, and corresponding health benefits are paid by the Board.
- (c) Staff members who have fewer than forty (40) accumulated sick days may apply for a Child-Rearing Leave of Absence at that point.
- (d) The staff member must present medical certification if the period of disability associated with childbirth is longer than an eight (8) week period.
- (e) A staff member may request a Child-Rearing Leave (non-paid Leave of Absence) following a Child-Bearing Leave. Health benefits are not paid by the Board during non-paid leaves of absence. A staff member who wishes to take a Child-Rearing Leave should follow the procedures outlined in the child-rearing provision of this contract.

3. Child-Rearing Leaves

- (a) The intent of this provision is to provide a period of leave for child-rearing during the first year after childbirth or after adoption of a child. On the request of employees and approval by the Board of Education, a leave of absence for the purpose of child-rearing shall be granted in accordance with the provisions listed below.

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In considering such requests, the Board will take into account the interest of the district in maintaining continuity of instruction and the maintenance of a qualified, competent staff.

- (b) Child-Rearing Leaves shall be without pay and, therefore, health benefits will not be paid by the Board. An employee may request the child-rearing leave be granted under the provisions of the Family Leave Act, which would provide paid health benefits by the Board for a period not to exceed three (3) months.
- (c) Staff members shall notify the Superintendent in writing to request a child-rearing leave at least eight (8) weeks before the anticipated start of the leave. Exceptions may be granted for the adoption of a child or in other unanticipated situations if the employee has notified the Superintendent of the intention to adopt and to request a child-rearing leave.
- (d) Leaves for child-rearing purposes shall be granted upon the birth or adoption of a child.
- (e) Child-rearing leaves shall expire on June 30 of the year for which they are granted.
- (f) Leaves of absence granted to paraprofessionals may be extended for one (1) school year beyond the initial period of leave on the written request of the staff member to the Superintendent and approval by the Board of Education.
- (g) Staff members shall retain their regular employment status during child-rearing leave approved within the limits of this policy; however, time spent on such leave will not be used as experience credit for advancement on the salary guide or for the calculation of seniority.

XI. FAMILY ILLNESS/DEATH OF RELATION

For absence due to serious illness or death of any relative in the employee's immediate family, or a person for whom one is responsible, full pay will be granted for not more than seven (7) days in each year. Immediate family shall

include father, mother, spouse, spouse's father or mother, child, brother, sister, or any relative residing in the immediate household. Family Illness/Death Leave is not cumulative. No more than six (6) days, with pay, may be taken for either reason in one school year.

XII. TRAVEL

Employees whose schedules require them to travel between buildings during the day shall be reimbursed for the mileage incurred at the standard rate recognized by the IRS for reimbursement.

XIII. AUTOMATIC PAYROLL DEDUCTION

- A. The Board agrees to deduct from the salaries of its Paraprofessionals: dues for the Association, the Morris County Education Association, the New Jersey Education Association, and the National Education Association, or any one or combination of such associations as said Paraprofessionals voluntarily and individually authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public laws of 1967 (N.J.S.A. 52:14-16.9e) and under rules established by the State Department of Education.
- B. Said monies and a report shall be forwarded from the Business Office to the appropriate association or associations.
- C. Each employee may choose one of the following options for the payment of salary under the following conditions: the employee's decision to enter plans (1) or (2) must be made prior to September 1st and will continue for the duration of the current year. Continuation in the plan will be automatic from year to year unless the employee requests termination in writing:
 - 1. Salary is divided into 20 equal installments payable on the 15th and on the last day of the month.
 - 2. Any employee may choose to have ten percent (10%) of his/her net pay withheld and saved by the Board, with no earned interest, from his/her twenty (20) paychecks. This money will be distributed to him/her in four (4) equal semi-monthly payments in the months of July and August.
 - 3. A designated percent of the gross monthly earnings will be forwarded by the Board to the bank of the employee's choice

and/or Tri-Co Federal Teachers' Credit Union. The employee will designate this percent prior to September 1st of each school year. All other arrangements with the bank must be made with the employee. If an employee involved in this plan requests termination of the deduction during the school year, he or she may not re-enter the plan until the following September.

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4. Upon the request of the employee, the employee's net monthly earnings will be forwarded by the Board to his/her choice of bank and/or credit union.

XIV. REPRESENTATION FEE

1. Purpose of Fee

If an employee represented by this contract 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 this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

3. Deduction and Transmission of Fee

(a) Notification

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

(b) Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in the Recognition Clause of the contract, the full amount of the yearly

representation fee in equal installments beginning with the first paycheck in February.

(c) 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.

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(d) Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

(e) Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 3a above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

(f) New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

XV. HEALTH CARE INSURANCE BENEFITS

1. The Board will provide one-hundred percent (100%) of the cost of medical insurance benefits of the district's Point of Service (POS) Managed Health Plan for all employees.
2. These employees shall have the option to contribute on a monthly basis the cost differential between the POS and the PPO if they choose to select different coverage.
3. The percentage of premium cost to be borne by the employee for the cost of dependent medical coverage of the plan in which the employee is enrolled shall be as follows:

MEDICAL PLAN TYPE DENTAL

POS	PPO	Annual Contribution
7.5%*	8.5%*	\$75

***Contributions for dependents only.**

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4. If employees covered by this contract choose to waive their health insurance benefits because they are covered by health insurance through some other source (and they can offer proof of such coverage), they will be given a cash incentive equal to twenty-five percent (25%) of the premium by which they were covered during the previous year's employment in Chatham.
5. The Board will provide one-hundred percent (100%) of the cost of dental insurance for all employees and their dependents, except that each employee shall pay seventy-five (\$75.00) per year, which shall be deducted proportionately from each paycheck.
6. Medical and dental coverage will be provided by the following carriers:
 - Delta Dental Plan of New Jersey
 - Horizon Blue Cross and Blue Shield
 - Benefits to be equivalent to those specified within these plans should the Board seek coverage with another provider.
7. Each employee will be provided a copy of these insurance plans.
8. FSA (Flexible Spending Account)

The Board will provide a Flexible Spending Account and will provide each employee with a copy of the services covered by the account.

Chatham Paraprofessionals Salary Guides

FULL TIME PARAPROFESSIONALS

2006-07

<u>Step</u>	<u>III No Degree</u>	<u>II Associates</u>	<u>I BA</u>	<u>Guide Placement</u>	
1	\$22,242.00	\$25,104.00	\$27,436.00	Step 1	0 – 2 Years
2	\$23,315.00	\$26,208.00	\$28,961.00	Step 2	3 – 5 Years
3	\$24,387.00	\$27,311.00	\$30,066.00	Step 3	6 – 10 Years
4	\$25,459.00	\$27,691.00	\$31,170.00	Step 4	11+

2007-08

1	\$22,688.00	\$26,183.00	\$28,360.00
2	\$23,782.00	\$27,335.00	\$29,936.00
3	\$24,876.00	\$28,485.00	\$31,078.00
4	\$25,969.00	\$28,500.00	\$32,220.00

2008-09

1	\$23,188.00	\$26,683.00	\$28,860.00
2	\$24,781.00	\$27,888.00	\$30,774.00
3	\$25,921.00	\$28,500.00	\$31,948.00
4	\$27,060.00	\$29,076.00	\$33,122.00

To move from Step 1 to Step 2, an employee must have three complete years of experience in district.

To move from Step 2 to Step 3, an employee must have six complete years of experience in district.

To move from Step 3 to Step 4, an employee must have eleven complete years of experience in district.

Summer rates based on step 1 of the No degree guide (III) (divided by 1,316 hours.)

PART TIME PARAPROFESSIONALS

SUMMER TIME PARAPROFESSIONALS

	<u>Hourly Rate</u>	<u>Hourly Rate</u>
2006-07	\$15.61	\$16.90
2007-08	\$16.28	\$17.24
2008-09	\$16.96	\$17.62

School District of the Chathams

By: _____
Eileen Miele Coppola, President

Date:

ATTEST:

Ralph H. Goodwin, Secretary

CHATHAM PARAPROFESSIONAL
ASSOCIATION

By: _____
Judith Chait, Co-President

ATTEST:

Fran Haimowitz,
Co-President