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AGREEMENT
BETWEEN
BOARD OF EDUCATION
OF THE

NORTHERN BURLINGTON COUNTY
REGIONAL SCHOOL DISTRICT

AND THE

NORTHERN BURLINGTON COUNTY
REGIONAL CHILD STUDY TEAM

1989-90
1990-91
1991-92

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ARTICLE I

RECOGNITION

Unit

The Board of Education of the Northern Burlington County Regional School District hereby recognizes the Northern Burlington County Regional Child Study Team as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified Child Study Team members, with the exception of the Coordinator of the Child Study Team, under contract and on leave, employed by the Board.

ARTICLE II

NEGOTIATION PROCEDURE

A. Deadlines

The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on terms and conditions of Child Study Team members' employment. The Child Study Team Association shall submit a written proposal to the Board by November of the pre-contract year. When agreement is reached on terms and conditions of employment as described, it shall be embodied in writing and signed by the authorized representatives of the Board of Education and the majority representative.

B. Negotiating Committee

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other parties. Each party shall be represented by not more than three representatives. The parties mutually pledge that their representatives shall have all necessary power to make proposals, consider proposals, and make counter-proposals in the course of negotiations. Neither committee shall be restricted in consulting their parent bodies. Final ratification is subject to final approval by both parent bodies.

C. Recorder

A person to serve as recorder shall be present at all meetings to provide accurate minutes of proceedings. One of the members shall be appointed recorder. These minutes shall be signed by the chairmen of the parties attesting to their accuracy.

D. Review

Representatives of the Board and the Child Study Team negotiating committee shall meet, when necessary, upon mutual consent for the purpose of reviewing the administration of the agreement and to resolve any problems that may arise.

E. Modifications

This agreement shall not be modified in whole or in part except by written instrument duly executed by both parties.

F. Continuation of Present Rules

Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this agreement as established by the rules and regulations of the Board in force on said date, shall continue to be as applicable during the term of this agreement. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any Child Study Team member's benefit existing prior to its effective date.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a member of the Child Study Team based upon the interpretation, application, or violation of this Agreement, or administrative decisions affecting an individual or the entire Team. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:
 - a. The failure or refusal of the Board to renew a contract on a non-tenured employee.
 - b. In matters where a method of review or appeal is prescribed by law, or by any rule, regulation or decision of the State Commissioner of Education or the State Board of Education. However, a party shall have the option of processing a grievance at the appropriate level up to Level IV rather than pursue a method of review or appeal as prescribed by law or by rule, regulation, or decision of the State Commissioner of Education or the State Board of Education. If the grievance is not resolved to the party's satisfaction at Level IV, the grievance shall proceed by the method of review or appeal as prescribed by law, or by rule, regulation, or decision of the State Commissioner of Education or the State Board of Education.
 - c. In matters where the Board is without authority to act.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and the person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The term "days" when used in this article shall mean days when school is in session.

B. Purpose

The purpose of this procedure is to secure solutions to problems which arise under this contract.

C. Procedure

1. Failure to file a grievance within thirty (30) days of the occurrence complained of shall be deemed to constitute an abandonment of the grievance.
2. The aggrieved person may be represented by or with a designated representative of the Child Study Team.
3. All grievances must be submitted in writing if taken beyond the first level and decisions regarding this grievance must be committed to writing at all levels beyond the first. Copies of these decisions shall be forwarded to all parties of interest and the Child Study Team Representative.
4. All parties of interest may be present at all hearing regarding a grievance.
5. The total days time allowance at each level of the grievance process are indicated below. These time allowances may be extended by mutual agreement between the parties of interest.

Level I

An individual with a grievance shall first discuss it with the Director of Pupil Personnel Services either directly or through the Child Study Team's one designated representative with the objective of resolving the matter informally. The Director of Pupil Personnel Services shall respond within five (5) days after the discussion is held.

Level II

If the individual is not satisfied with the disposition of the grievance at Level I, the Child Study Team may submit the grievance in writing within five (5) days to the Principal of the Senior High School. The Principal shall hold a hearing within five (5) school days of receipt of same and shall render a decision in writing within five (5) school days following the conference.

Level III

If the Child Study Team is not satisfied with the disposition of the grievance at Level II, the Child Study Team may within five (5) school days submit the grievance in writing to the Superintendent. The Superintendent shall hold a hearing within ten (10) school days of receipt of same and shall render a decision in writing within five (5) school days following the hearing.

Level IV

If the Child Study Team is not satisfied with the disposition of the grievance at Level III, the Child Study Team may within five (5) days of receipt of same appeal the grievance to the Board by so notifying the Superintendent in writing.

The written appeal to the Board must include the basis for dissatisfaction with the Superintendent's decision.

The Board may consider the appeal on the basis of the written documentation submitted, may request the submission of additional written material and/or may request a hearing with the Child Study Team.

The Board shall render the final decision on all matters other than those which are subject to further review by the Commissioner or State Board of Education. The Board shall respond in writing to the Child Study Team within thirty (30) days of receipt of the appeal.

ARTICLE IV

CHILD STUDY TEAM EVALUATION

A. Evaluation by Certified Supervisors

Child Study Team members shall be evaluated by certified administrative personnel.

B. Complaints Regarding Child Study Team

Any complaints regarding a Child Study Team member made to any member of the administration or Board, by any parent, student, or other person, must be made in writing, called to the attention of the Child Study Team member, and promptly investigated. The Child Study Team member shall be given the opportunity to respond to and/or rebut each complaint, and shall have the right to be represented by the Child Study Team and Child Study Team Director or legal counsel at any meetings or conferences regarding such complaint.

No tenured Child Study Team member shall be reduced in rank, reprimanded, disciplined, deprived of or reduced in compensation without just cause.

ARTICLE V

WORK YEAR

The Child Study Team work year shall commence July 1 and conclude on June 30.

ARTICLE VI

WORKING HOURS

A. The Child Study Team shall work eight (8) hours per working day and such evening hours as are necessary to complete their professional responsibilities.

B. Extra Duty

When a member of the basic Child Study Team (Psychologist, Learning Consultant, Social Worker) has been absent from work for 15 consecutive work days, the remaining team members who assume the missing members work load shall receive compensation. Such compensation shall be at a daily rate of 1/240 of that salary rate established for Step 1 of the current Child Study Team Hiring Guide, and such compensation shall be split equally between remaining Team members.

ARTICLE VII

LEAVES OF ABSENCE

A. Sick Leave

1. All Child Study Team members of the Northern Burlington Regional School District shall be entitled to twelve (12) sick leave days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Any Child Study Team member who uses three (3) or less sick leave days in any year will accumulate an additional two (2) sick leave days.
3. Any Child Study Team member who is absent for two (2) or less hours during the work day and who makes up the time within one (1) week shall not be charged for the use of sick leave. Any Child Study Team member who is absent more than two (2) hours shall be charged 1/2 day sick leave.

4. All Child Study Team Members, upon retirement, will be paid for unused sick days using the following schedule:

Prior to July 1, 1989	\$15.00 per unused sick day
After July 1, 1989	\$25.00 per unused sick day

Said payment will be made in one lump sum.

It is agreed that in the event of illness, the days accumulated after July 1, 1989 will be used first until that bank is exhausted.

5. All Child Study Team members shall be given written accounting of accumulated sick leave days no later than July 15 of each school year.

B. Jury Duty

The Board wholeheartedly supports requests for jury service when submitted with court request. The salary paid to such employee shall be the difference between jury pay and the average daily earnings of such employee.

C. Temporary Leaves of Absence

Temporary accumulative leaves of absence with full pay shall be granted by the Board with the approval of the administration as follows:

1. Three (3) days for personal, legal, religious, business, household, or family matters which require absence during school hours. Application to the administration shall be made twenty-four (24) hours in advance, except in case of emergency, and the reason for taking such leave other than it is being taken under this category shall not be stated.
 - a. Except in the case of an emergency, no personal leave shall be granted the day before or the day after a holiday. If an emergency does occur the day before or the day after a holiday, the circumstances of the emergency must be stated.
2. Unused personal days shall be accumulated from year to year. Maximum personal days in any given year will be five (5).
3. Other leaves of absence may be granted by the Board for good reasons.

Temporary non-accumulative leaves of absence with full pay shall be granted by the Board with the approval of the administration as follows:

1. Three (3) days at any one time and per occurrence in the event of death of spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents.

D. Extended Leaves of Absence

1. Military leave without pay shall be granted to any Child Study Team member who is inducted or enlists in any branch of the armed forces of the United States for the period of the induction or initial enlistment.
2. Pregnancy leaves will be granted in adherence to the guidelines set forth by the New Jersey Division of Civil Rights.
3. Other leaves of absence without pay may be granted by the Board for good reason. All extensions or renewals shall be applied for and granted or rejected in writing.

E. Vacation

All Child Study Team members will receive three (3) weeks paid vacation beginning in the 1990-91 contract year.

ARTICLE VIII

FRINGE BENEFITS

A. Medical Insurance

1. The Board will pay the premium of the New Jersey Blue Cross and Blue Shield (Rider "J" inclusive) as required by the plan in force Usual Customary Rates (UCR). Prevailing Fee, and Comprehensive Plan 365 (per admission, all conditions) under the laws of the State of New Jersey, at the going family rate.
2. The Board will pay the premium of the New Jersey Blue Cross and Blue Shield Major Medical Program as provided by Hospital Service Plan of New Jersey (NJBC Plan) and Medical-Surgical Plan of New Jersey (NJBS Plan), at the going family rate.
3. The terms, conditions, rules and limitations as provided for by the contracts of the insurance and underwriting companies will govern.

B. Dental Insurance

1. The Board will pay the premium of the New Jersey Blue Shield Dental Program, at the going family rate, for the complete "100+ Program." This Program includes Preventive/Diagnostic Services and Treatment/Therapy Services and the following riders: Treatment Services Plus, Prosthodontics, Periodontics, Orthodontics, Inlays/Crowns, and Oral Surgery.
2. The terms, conditions, rules, and limitations as provided for by the contracts of insurance and the underwriting companies will govern.

C. Disability

For Child Study Team members who have completed ten (10) years of service to the district and have exhausted accumulated sick leave, the Board agrees to pay for present medical and dental insurances for one month. For each additional year of service to the district, the Board will pay an additional one month for a maximum of one year.

D. Medical and Dental After Retirement

1. The Board of Education agrees that any Child Study Team Member after fifteen (15) years of continuous employment within the district and who retires from the teaching profession, said Board of Education will pay for the Blue Cross/Blue Shield, Rider "J", Major Medical, Dental Program, and Prescription Plan for a five (5) year period.
2. The Board of Education further agrees to allow any Child Study Team Member the right to reimburse the Board of Education for all medical and dental insurance paid on their behalf for a total of five (5) additional years or for a period of time until he/she reaches 65 years of age after retirement.
3. If a Child Study Team Member chooses to enroll in the State benefits program, the Board of Education will pay for the Dental and Prescription Program for a fifteen (15) year period.

E. Prescription Plan

The Board will pay the premium of the New Jersey Blue Cross one dollar (\$1.00) co-payment Prescription Plan for the employee and family.

F. Tuition Reimbursement for Graduate Credits

The Board of Education agrees to reimburse Child Study Team Members for the partial cost of tuition with the following conditions:

1. Graduate School courses must be within the field of education, and have relevance to the curriculum of the Northern Burlington County Regional School District.
2. The Superintendent shall deem the relevance of the graduate school course prior to recommending tuition reimbursement.
3. The Board of Education is held save-harmless in all matters related to the pursuit of graduate school courses.

4. The Board of Education shall reimburse the Child Study Team Member for expended tuition in the following manner:

	<u>89-90</u>	<u>90-91</u>
a. for an earned grade of "A"	60%	75%
b. for an earned grade of "B"	50%	60%
c. no reimbursement for an earned grade of "C" or less.		
d. A one time \$500.00 award for the attainment of a Master's and/or Doctoral Degree in Education, earned after July 1, 1989.		
e. All requests for tuition reimbursement or award(s) must be accompanied by an official transcript from the University or College attended.		

APPENDIX "A"

A. For hiring purposes, the following salary range will be used:

<u>89-90</u>	<u>90-91</u>	<u>91-92</u>
\$34,000-\$53,915	\$36,000-\$57,315	\$38,000-\$60,415

B. Salary for Present Members

	<u>Social Worker</u>	<u>L.D.T.C.</u>	<u>Psychologist</u>
1989-90	\$35,235.00	\$53,915.00	\$39,500.00
1990-91	\$38,635.00	\$57,315.00	\$42,900.00
1991-92	\$41,735.00	\$60,415.00	\$46,000.00

C. An additional \$300 shall be paid annually to any Child Study Team member who has completed ten (10) years of service to the district.

D. An additional \$300 shall be paid annually to any Child Study Team member who has completed fifteen (15) years of service to the district.

RATIFICATION

The Board of Education and the Association have caused this agreement to be signed by their respective Presidents and included in the official minutes of the Board of Education Proceedings.

THE BOARD OF EDUCATION OF THE NORTHERN BURLINGTON COUNTY REGIONAL SCHOOL DISTRICT.

By: _____ Date: _____

NORTHERN BURLINGTON COUNTY REGIONAL CHILD STUDY TEAM.

By: _____ Date: _____

Ratified by the Board of Education :

June 19, 1989