

AGREEMENT

BETWEEN THE

**NORTHERN BURLINGTON COUNTY
REGIONAL
PARA-PROFESSIONAL/
INSTRUCTIONAL AIDES ASSOCIATION**

AND THE

**NORTHERN BURLINGTON COUNTY
REGIONAL
BOARD OF EDUCATION**

2005-2008

PURPOSE

The Board of Education and the Northern Burlington County Regional Paraprofessional/Instructional Aide Association have entered into this Agreement for the purpose of establishing terms and conditions of employment.

ARTICLE I RECOGNITION

The Board of Education of the Northern Burlington County Regional School District hereby recognizes the Northern Burlington County Regional Paraprofessional/Instructional Aid Association as the exclusive and sole representatives for collective negotiations for the below stated Paraprofessional/Instructional Aide personnel:

10 – Month paraprofessional/Instructional Aide
(Includes Media Center Aide)

ARTICLE II NEGOTIATION PROCEDURE

A. Available Data

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association for inspection all public records of the Northern Burlington County Regional School District as per Board Policy. Said request shall be in writing to the Superintendent.

B. Successor Agreements

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 employment.

The Paraprofessional/Instructional Aide Association shall submit a contract proposal to the Board of Education no later than November 30 of the calendar year prior to the expiration of this agreement.

The Board shall present its proposals to the Association no later than December 15. Formal negotiations shall begin not later than the first week in February, unless a date other than the first week in February is mutually acceptable.

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C. Negotiations Committee

Neither party in any negotiations shall have any control over the selection of the negotiating representative for the other party. The parties mutually pledge that their representatives shall have necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. Neither committee shall be restricted to consulting their parent bodies. Final ratification is subject to final approval by both parent bodies.

ARTICLE III HOURS OF WORK

A. The normal work week is thirty-five (35) hours.

The normal work day is seven (7) hours per day which is a total of thirty-five (35) hours per week.

Each employee shall receive one period a day for lunch which is included in the thirty-five (35) hour work week.

Each employee shall work one hundred eighty-six (186) days. The work year shall include days when pupils are in attendance, orientation days, and any other days when attendance is required.

All newly hired employees shall work one hundred and ninety two days(192) which shall include five (5) additional work days to be scheduled during the last two (2) weeks of August in addition to the above delineated work year. There shall be no additional compensation for these days.

B. Part-Time Position

Employees working less than twenty-five (25) hours a week will be assigned to a part-time status.

Part-time employees will be assigned an appropriate step on the pay scale and then appropriate pay will be based on the percentage of time worked based on a 35 hour work week.

Part-time employees receive no benefits.

C. Meetings

Employees may be required to arrive before or remain after the regular work day, without additional compensation for the purpose of attending faculty/department or other professional meetings three (3) days each month.

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Employees may be required to attend no more than four (4) evening assignments each school year without additional compensation.

ARTICLE IV

PARAPROFESSIONAL/INSTRUCTIONAL AID ASSIGNMENT

- A. By May 15th the Administration/Supervisor will survey the staff as to their intentions for employment for the coming year.
- B. The Administration/Supervisor at this time will give to all returning staff the opportunity to make known their preference for their assignment or student one-on-one situation, in writing, for the coming year. Assignment is at the prerogative of the administration.
- C. Tentative assignments and schedules will be distributed not later than June 30th.
- D. In the event that changes in such assignments are made after June 30th, the Paraprofessional/Instructional Aides affected shall be notified in writing and given the opportunity to confer with the Administration/Supervisor about the changes.
- E. Paraprofessional/Instructional Aides assignments as a one-on-one aide shall remain as such, designated instruction should concern such student and no other students in the classroom without prior approval of the administration. In the event such one-on-one student is absent, then the Paraprofessional/Instructional Aide may be assigned other duties.
- F. Paraprofessional/Instructional Aides assigned to both the high school and the middle school:
 - 1. Will not be required to travel during lunch periods.

2. Said individuals will be compensated for mileage at the established mileage rate for one (1) mile per school day. This compensation will be paid at the end of the school year, no later than June 30th of said year.
- G. In the event a Paraprofessionals/Instructional Aides is absent, the administration can reassign a paraprofessional/instructional aide to cover regardless of the assignment. Any coverage that lasts more than five (5) consecutive days shall constitute a change of assignment and the paraprofessional/instructional aid shall receive the appropriate stipend associated with the new assignment for the days served in that assignment. This adjustment will commence on the sixth day of service.

ARTICLE V EVALUATION

The probationary period for newly hired employees shall be one hundred and twenty days (120). The administration may terminate an employee during the probationary period and such termination is not subject to review under the grievance procedure.

Yearly evaluations shall be made by supervisory employees and there shall be a minimum of one (1) written evaluation each year.

Any evaluation that is to be placed in the personnel folder of the employee shall be reduced to writing, and a copy furnished to the employee. The copy to be placed in the personnel folder shall be signed by the employee. The signature is not intended as an indication of total agreement concerning contents, but as verification of the fact that a copy of the report was received by the employee.

ARTICLE VI GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a member of the Paraprofessional/Instructional Aide Group based upon the interpretation, application, or violation of this Agreement, or administrative decisions affecting an individual or the entire group. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

The failure or refusal of the Board to renew a contract.

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. 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.

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 ten (10) 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 Paraprofessional/Instructional Aide Group.
 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 .
 4. All parties of interest shall be present at all hearings regarding a grievance.
 5. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
 6. 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.
 7. There shall be no reprisals toward aggrieved person or persons and their representatives for following this procedure.

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Level One

An individual with a grievance shall first discuss it with the immediate supervisor directly. The immediate supervisor shall respond within five days after the discussion is held. A designated representative of the Paraprofessional -Instructional Aide group may also be present if the individual with the grievance requests.

Level Two

If the individual is not satisfied with the disposition of the grievance at Level I, the Paraprofessional/Instructional Aide Group may submit the grievance in writing within five days to the Principal.* The Principal shall hold a hearing within ten (10) school days of receipt of same and shall render a decision in writing within ten (10) school days following the conference.

Level Three

If the Association is not satisfied with the disposition of the grievance at Level II, the Association may, within five school days, submit the grievance in writing to the Superintendent. The Superintendent shall hold a hearing within fifteen (15) school days of receipt of same and shall render a decision in writing within fifteen (15) school days following the hearing.

Level Four

If the Association is not satisfied with the disposition of the grievance at Level III, the Association may, within five 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 materials and/or may request a hearing with the Paraprofessional/Instructional Aide Group.

The Board shall respond, in writing, to the Association within thirty (30) days of receipt of the appeal.

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 Secretarial Group within thirty work days of receipt of the appeal.

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Level Five

If the Association is not satisfied with the decision of the Board, they may within ten (10) days of receipt of the Board's decision appeal the grievance to binding arbitration through PERC. The procedure of such shall be under the rules of PERC. Only alleged violations of the express language of this agreement may proceed to arbitration.

D. Class Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing directly to the Principal,* and the processing of such grievance shall be commenced at Level II.

*Class grievances which include Central Office personnel will commence at Level III.

ARTICLE VII LEAVES OF ABSENCE

A. Sick Leave

1. Each employee on a ten-month contract shall be entitled to ten (10) days leave for personal disability each school year as of the first work day of said year, whether or not he reports for duty that day. Unused disability leave days shall be accumulated from year to year without limit.
2. Any employee who uses three or less sick days in any year will accumulate an additional two sick leave days.

3. Upon retirement after fifteen (15) years of consecutive service, employees will be reimbursed at the rate of one-half the per diem rate for each day of accumulated sick leave, not to exceed \$6,000.00.
4. Accumulation of sick leave allowance shall be based on consecutive years of service. An employee shall be considered as rendering consecutive service as long as the Board does not terminate his service.

A leave of absence does not constitute an interruption of service, but during a leave of absence there shall be no accumulation of sick leave.

5. All employees absent for three (3) consecutive days must present a doctor's note.

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6. All employees absent the day before or after a holiday must present a doctor's certificate. Such statements may not be presumed to establish the employee's disability conclusively.
7. Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee has engaged in or prepared for other gainful employment or has participated in a concerted work stoppage.
8. A sick leave absence shall commence when the employee (or his agent, if the employee is sufficiently disabled) calls in to report his absence. A sick leave day, once commenced, may be reinstated as a working day only with the approval of the Superintendent or his designee.
9. Pregnancy leaves will be granted in adherence with Board Policy and pursuant to law.
10. Upon administrative approval, an employee who must be absent for a part of the day will not be charged for sick leave or personal leave if employee completes at least five (5) periods of work. Employees present for less than five (5) periods will be charged one-half (1/2) day.

B. Jury Duty

The Board wholeheartedly supports request for jury duty when submitted with a court request. The salary paid to such employee shall be the difference between jury pay and the average daily earnings of such employees. The employee must present the completed form which is proof of jury attendance. This form is obtained from the County at the time of service.

C. Personal Leave

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 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 for approval, except in the case of emergency, and the reason for taking such leave other than it is being taken under this category shall not be stated.

- a. No more than one (1) Paraprofessional/Instructional Aide employee from the high school and one (1) from the middle school will be granted personal leave on any one day. In the event that more than one employee applies for personal leave on any one day, leave shall be granted to the employee whose application was first received. This maximum shall not apply on religious holidays.
 - b. No personal leave shall be granted the day before or the day after a holiday.
 - c. Unused personal days shall be allowed to accumulate from year to year. Maximum available personal days in any given year will be five (5).
2. Five (5) days at any one time and per occurrence in the event of death of the spouse, child, parent, or sibling.

Three (3) per year in the event of the death of father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren.
 3. Three (3) days per year in the event of serious illness of the spouse, child, parent, brother, sister, father-in-law, mother-in-law.
 4. Other leaves of absence may be granted by the Board.
- D. Leave Without Pay
1. Leave without pay must be applied for in writing and approved by the administration and the Board of Education. All extensions or renewals shall be applied for and granted or rejected in writing.
 2. Anyone taking unauthorized leave will cause breach of contract.
 3. All request for leave without pay must be submitted in writing at least thirty (30) days prior to the commencement date of the leave.

ARTICLE VIII ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of Buildings

The Association and its members shall have the right to use school buildings as long as the proper forms have been initiated and approved in accordance with Board policy. The approval shall be granted by the building Principal within the framework of building availability.

B. Use of Equipment

The Association may have the right to use school duplicating and typing equipment in the faculty rooms at reasonable times when such equipment is not otherwise being used by teachers.

ARTICLE IX PROMOTIONS, NEW POSITIONS, AND VACANCIES

A. Notice

1. All promotional positions, new positions, and vacancies shall be adequately publicized by the Superintendent. A notice shall be posted in each school at least five (5) days before the final date when applications must be submitted. The qualifications for the position, its duties, and the rate of compensation shall be clearly set forth in the notice.

2. Definitions

- a. Promotion - A position paying a salary differential.
- b. New Position - A position for which a contract has not been previously issued.
- c. Vacancy - An existing position to which no one has been assigned.

ARTICLE X MISCELLANEOUS PROVISIONS

A. Placement on Salary Guide

Anyone employed prior to February 1 (10 month employee) of the school year shall be given credit for one (1) year of service toward the next increment step for the following year.

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B. Credit for Experience

For the purpose of initial placement of prospective Paraprofessional/Instructional Aide employees on the appropriate salary guide, credit for prior comparable or equivalent service may be granted upon recommendation of the Superintendent.

C. Salary Guide

The Board of Education agrees to revise the salary guides of the Paraprofessional/Instructional Aides using the following schedule:

In 2005 – 2006: 4.9%

In 2006 – 2007: 4.9%

In 2007-2008: 4.85%

2005-2006

Step	Para-Certified	60 Credit Certification	120 Credits	One on One
1	\$12,396	\$13,396	\$13,896	\$14,146
2	\$12,779	\$13,779	\$14,279	\$14,529
3	\$13,175	\$14,175	\$14,675	\$14,925
4	\$13,570	\$14,570	\$15,070	\$15,320
5	\$13,965	\$14,965	\$15,465	\$15,715
6	\$14,360	\$15,360	\$15,860	\$16,110

7	\$14,808	\$15,808	\$16,308	\$16,558
8	\$15,256	\$16,256	\$16,756	\$17,006
9	\$15,704	\$16,704	\$17,204	\$17,454
10	\$16,152	\$17,152	\$17,652	\$17,902
11	\$16,600	\$17,600	\$18,100	\$18,350
12	\$17,074	\$18,074	\$18,574	\$18,824
13	\$17,548	\$18,548	\$19,048	\$19,298
14	\$18,023	\$19,023	\$19,523	\$19,773
15	\$18,497	\$19,497	\$19,997	\$20,247
Max	\$18,971	\$19,971	\$20,471	\$20,721

2006-2007

Step	Para-Certified	60 Credit Certification	120 Credits	One on One
1	\$12,674	\$13,674	\$14,174	\$14,424
2	\$13,066	\$14,066	\$14,566	\$14,820
3	\$13,470	\$14,470	\$14,970	\$15,220
4	\$13,874	\$14,874	\$15,374	\$15,624
5	\$14,279	\$15,279	\$15,779	\$16,029
6	\$14,683	\$15,683	\$16,183	\$16,433
7	\$15,141	\$16,141	\$16,641	\$16,891
8	\$15,599	\$16,599	\$17,099	\$17,349
9	\$16,057	\$17,057	\$17,557	\$17,807
10	\$16,515	\$17,515	\$18,015	\$18,265
11	\$16,973	\$17,973	\$18,473	\$18,723
12	\$17,458	\$18,458	\$18,958	\$19,208
13	\$17,942	\$18,942	\$19,442	\$19,692
14	\$18,427	\$19,427	\$19,927	\$20,177
15	\$18,912	\$19,912	\$20,412	\$20,662
Max	\$19,672	\$20,671	\$21,171	\$21,421

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2007-2008

Step	Para-Certified	60 Credit Certification	120 Credits	One on One
1	\$12,954	\$13,954	\$14,454	\$14,704
2	\$13,355	\$14,355	\$14,855	\$15,105
3	\$13,768	\$14,768	\$15,268	\$15,518
4	\$14,181	\$15,181	\$15,681	\$15,931
5	\$14,594	\$15,594	\$16,094	\$16,344
6	\$15,007	\$16,007	\$16,507	\$16,757
7	\$15,476	\$16,476	\$16,976	\$17,226
8	\$15,944	\$16,944	\$17,444	\$17,694
9	\$16,412	\$17,412	\$17,912	\$18,162
10	\$16,880	\$17,880	\$18,380	\$18,630
11	\$17,348	\$18,348	\$18,848	\$19,098
12	\$17,844	\$18,844	\$19,344	\$19,594
13	\$18,339	\$19,339	\$19,839	\$20,089
14	\$18,835	\$19,835	\$20,335	\$20,585
15	\$19,331	\$20,331	\$20,831	\$21,081
Max	\$20,421	\$21,421	\$21,921	\$22,171

2006-2007 – Increase after Max step is \$700

2007-2008 – Increase after Max step is \$750

D. Overtime:

No employee is required to work overtime.

E. Fringe Benefits

See Attachment "B"

F. The Board agrees that it shall not discriminate against any employee due to her/his race, creed, religion, or for her/his seeking rights she/he may have under this Agreement.

G. Duration of Agreement

This Agreement shall be effective from July 1, 2005 and shall continue in effect for three (3) years to midnight, June 30, 2008 at which time it shall expire unless extended by mutual consent in writing.

**ARTICLE XI
EMPLOYEE RIGHTS**

Whenever an employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in her/his office, position or employment or the salary or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise her/him and represent her/him during such meeting of interview.

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A covered employee shall not be subject to disciplinary action or formal reprimand, be reduced in rank or compensation without just cause.

**ATTACHMENT "B"
FRINGE BENEFITS**

A. Medical Insurance

1. The Board will pay the premium of the New Jersey Blue Cross and Blue Shield *Blue Select* health program, which shall be the base health plan for the district. Said plan shall have the following provisions effective July 1, 2006:
 - ▶ a fifteen dollar (\$15) office co-pay, and shall include well baby care and adult physicals.
 - ▶ an out-of-network deductible of \$200 single and \$400 family.
 - ▶ A fifty dollar (\$50) emergency room co-pay
 - ▶ out-patient therapy (e.g. speech, physical or occupational) limited to 60 visits per benefit period.
 - ▶ chiropractic visits limited to 60 visits per benefit period.
 - ▶ in patient, non-biological based mental health visits limited to 45 days in-patient per benefit period. (biological mental health remains unchanged)
2. The terms, conditions, rules, and limitations as provided for by the contracts of the insurance and underwriting companies will govern.
3. The medical program shall include a mandatory second surgical opinion with a 50% penalty.
4. During each year of this agreement, bargaining unit members, who are eligible for levels of coverage in the health insurance programs beyond single coverage, may voluntarily waive their enrollment in any or all of these programs by submitting proof that they are covered in

another insurance program. Employees who waive such coverage shall receive from the Board one-half (1/2) of the premium cost(s) that the Board would have paid on their behalf if they had remained in the District's health insurance program. The date of reimbursement shall be June 30. The employee's opt-out from is available through the Business Office.

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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 Preventative/Diagnostic Services and Treatment/Therapy Services and the following riders: Treatment Services Plus, Prosthodontics, Periodontics, Orthodontics, Inlays/Crowns, and Oral Surgery. Effective July 1, 1997, the yearly maximum under the dental plan shall be \$2,000. Effective at the same time, the Board shall implement a passive PPO overlay on the dental plan.
2. The terms, conditions, rules, and limitations as provided for by the contracts of insurance and the underwriting companies will govern.

C. Prescription Plan

The Board of Education will pay the premium of the New Jersey Blue Cross Prescription Plan for the employee and family. The prescription co-payment will be twenty dollars (\$20) for brand name and ten dollars (\$10) for generic drugs. Chronic illness prescriptions can be obtained through a mail order program with a one time for each mail order supply co-pay of twenty dollars (\$20) brand name and ten dollars (\$10) generic drugs.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement to be signed by their respective representatives

School Board

By: _____ Date: _____

Paraprofessionals

By: _____ Date: _____