

AGREEMENT  
BETWEEN  
THE MOUNT EPHRAIM PARAPROFESSIONALS ASSOCIATION AND  
THE MOUNT EPHRAIM BOARD OF EDUCATION July 1,  
2017 - June 30, 2020

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## PREAMBLE

This Agreement entered into this 1st day of June 2017, by and between the Board of Education of the Borough of Mount Ephraim, New Jersey, hereinafter called the "Board," and the Mount Ephraim Paraprofessionals Association, hereinafter called the "Association."

## ARTICLE 1 RECOGNITION

A. Pursuant to N.J.S.A. 34:13A.-1 et seq., known as the "New Jersey Employer-Employee Relations Act," the Board recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all regularly employed Paraprofessionals, but excluding

1. All administrators, including but not limited to Chief School Administrator, Supervisor of Curriculum and Instruction, Business Administrator/Board Secretary

2. Administrative Secretaries

3. Per Diem Substitutes

4. Long-term Substitutes

5. All other employees of the Board not enumerated in Paragraphs A-1, 2 and 3 above. All references to the female gender shall apply equally to the male gender.

## ARTICLE 2 NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:131A et seq., in good faith effort to reach agreement on matters concerning the terms and conditions of paraprofessional employment. Any Agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, be ratified by the Association, and be adopted by the Board.

B. During the negotiations, the Board and the Association shall present relevant data, exchange points of view, and may make proposals and counterproposals.

C. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, including whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. Pursuant to N.J.S.A. 34:13A-1 et. seq., and decisions rendered by PERC and the Courts, modifications of terms and conditions of employment shall be negotiated with the majority representative.

F. 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.

### ARTICLE 3 GRIEVANCE PROCEDURE

#### A. Definition

1. A "grievance" shall mean a claim by a paraprofessional that there has been a misinterpretation, misapplication or a violation of Board Policy, this Agreement, or an administrative decision adversely affecting the terms and conditions of employment. A grievance, to be considered under this procedure, must be initiated by the paraprofessional within fifteen (15) school days of the time that he/she knew or should have known of its occurrence.
2. These proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
4. Paraprofessionals shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

#### B. Rights of Paraprofessionals to Representation

1. Any aggrieved paraprofessionals may be represented at all formal stages of grievance procedure by herself, or at her option, by representatives selected by the Association.
2. When a paraprofessional is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at Level Two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the paraprofessional held concerning the grievance, and shall receive a copy of all decisions rendered.

#### C. Procedure

1. Level One - Any paraprofessional who has a grievance shall discuss it first with the Chief School Administrator in an attempt to resolve the matter informally at this level.
2. Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved paraprofessional, within fifteen (15) school days, she may set forth her grievance, in writing, to the Chief School Administrator on the grievance forms provided. Either the Chief School Administrator or aggrieved paraprofessional may request a conference. The Chief School Administrator shall communicate his decision to the aggrieved paraprofessional in writing within thirty (30) calendar days of receipt of the written grievance.

An aggrieved paraprofessional, in order to process her grievance beyond Level Two, must have her request for such action accompanied by the written recommendation for such action by the Association.

3. Level Three - If the grievance is not resolved to the grievant's satisfaction, the grievant may request a review by the Board of Education. Such a request shall be made no later than ten (10) calendar days after the receipt of the Chief School Administrator's decision. The request shall be made in writing through the Chief School Administrator, with a copy to the Secretary of the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant at the next regularly scheduled Board meeting or within thirty (30) calendar days of receipt of the grievance by the Board Secretary.

No claim by a paraprofessional shall constitute a grievable matter beyond Level Three if it pertains to:

- a. Any matter for which a detailed method of review is prescribed by law;
  - b. Any rule or regulation of the State Commissioner of Education;
  - c. Any policy of the Board of Education except for misinterpretation, misapplication or violation of a policy directly affecting a paraprofessional's terms and conditions of employment;
  - d. Any matter which according to law is beyond the scope of Board authority or limited to Board action alone;
  - e. Any complaint of a paraprofessional which arises by reason of his not being employed
  - f. Any midyear termination or non-renewal of a paraprofessional.
4. Level Four - If the aggrieved paraprofessional is dissatisfied with the Board's decision at Level Three, and if the grievance pertains to a violation of this Agreement between the Board and the Association, the aggrieved paraprofessional may request the appointment of an arbitrator. Such requests shall be forwarded to the Chief School Administrator no later than fourteen (14) calendar days after the decision in writing by the Board of Education or committee thereof.

D. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names.
3. If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
4. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtracting anything from, the Agreement between the two parties or any Policy of the Board. The findings of the arbitrator shall be non-binding to the parties. Only the Board and the Aggrieved and her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

**E. Contents of Forms**

Grievance forms shall be available in the office of each school and shall contain:

1. The nature of the grievance with specific reference to the contract clause, policy or administrative decision which has been violated;
2. The approximate date of the occurrence;
3. The results of previous discussions;
4. Her dissatisfaction with decisions previously rendered; and
5. Relief sought

**ARTICLE 4**  
**ASSOCIATION RIGHTS and PRIVILEGES**

A. The Board agrees to make available to the Association minutes of all public Board meetings.

B. The Association and its representatives may use school buildings at all reasonable hours for meetings provided that the permission of the Chief School Administrator is obtained prior to such use. Such permission shall not be withheld unreasonably. The Association's use of school buildings may not interfere with school operations.

C. The Association shall have access to use school facilities and equipment, including but not limited to computers, typewriters, copying machines, calculating machines and all types of technology and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Permission of the Principal or his designee shall be required. No such equipment shall be removed from school property, The Association will pay for any damage incurred and for the supplies used.

D. The Association's use of school facilities and equipment shall be limited to Association business of a non-adversarial nature. Association business of a non-adversarial shall include collective bargaining up to the mediation stage.

**ARTICLE 5**  
**EMPLOYEE RIGHTS**

A. Whenever an employee is required to attend any investigative interview with the Superintendent or any other supervisory staff in which the employee reasonably believes might result in disciplinary action, the employee shall have the right to request union representation. Upon such request, the Superintendent or supervisor shall either grant union representation or discontinue the interview.

B. No paraprofessional shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure set forth herein. Withholding of an increment or raise on a non-disciplinary basis shall not be determined arbitrarily or capriciously. Mid-year terminations and non-renewals of employment shall not be considered disciplinary and are not subject to the just cause standard and the grievance procedure herein beyond Step 3.

ARTICLE 6  
EVALUATION

A. Upon reasonable request and upon notice to the Superintendent or his designee, a paraprofessional shall be permitted to examine evaluation reports in her personnel folder as maintained in the office of the Superintendent.

ARTICLE 7  
EMPLOYMENT NOTIFICATION

Paraprofessionals will receive notice of their future employment status no later than May 15th.

ARTICLE 8  
SALARIES

A. The salary guides are attached hereto and made part hereof in Appendix "A" and are mutually agreed upon by the Association and the Board.

1. There will be no advancement via steps on this guide, all employees will remain in their current step throughout the duration of this agreement.
2. A yearly salary increase is reflected in the current step on this salary guide, in the agreed upon amounts. The current step of each employee is increased in this step guide as follows:
  - 2017-2018 \$1.25 per hour
  - 2018-2019 \$0.75 per hour
  - 2019-2020 \$0.75 per hour

B. Regular pay days will be the fifteenth and thirtieth of the month.

C. Paraprofessionals will receive their full daily rate of pay for all scheduled half days as well as delayed openings and emergency early dismissals.

D. A paraprofessional may individually elect to have an interest bearing account opened in his name with the South Jersey Federal Credit Union. The Board agrees to make automatic payroll deductions from each pay to be deposited into such account. A fixed dollar amount must be designated.

E. When payday falls on or during a school holiday, vacation, or weekend paraprofessionals shall receive their paychecks on the last previous working day.

F. The Board will directly deposit a paraprofessional's paycheck into the account(s) designated by the paraprofessional. Participation in direct deposit is mandatory.

G. A onetime one thousand dollar (\$1,000.00) seniority payment shall be made (non-accumulative) to a paraprofessional who has completed 20 years of continuous service. The one time, lump sum seniority payment is not pensionable.

ARTICLE 9  
LEAVES OF ABSENCE

A. All paraprofessionals shall be entitled to ten days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

1. All paraprofessionals employed as of September 1, 2007 shall be granted 10 sick days per school year of

employment retroactive to the 1999-2000 school year for each school year in which sick leave was not granted. Paraprofessionals who worked less than a full school year shall be prorated. Sick days granted pursuant to this provision shall not be eligible for any payment of unused sick time at separation of employment.

2. Employment in the Board's Extended School Year (ESY) Program shall not count for purposes of accrual of sick leave and paid sick days may not be used during ESY.
- B. All paraprofessionals shall be entitled to three (3) days per year for the purpose of personal business that cannot be scheduled outside of normal working hours. Unused personal leave days shall accumulate for the purpose of sick leave from year to year.
- C. Paraprofessionals shall be entitled to leave for maternity and / or child rearing purposes pursuant to relevant provisions of the Federal Family Medical Leave Act and the New Jersey Family Medical Leave Act.
- D. Paraprofessionals shall be entitled to leave for Jury Service and shall receive his / her normal compensation from the Board for each day the employee is present for jury service, pursuant to N.J.S.A.2B:20 -16.
- E. Paraprofessionals shall be entitled to Bereavement Leave for family members.
1. Five (5) days shall be granted in the event of the death of an immediate member of the family (husband, wife, child, parent, sister or brother).
  2. Three (3) days shall be granted in the event of the death of an extended family member (grandparents, and immediate family in-laws).
- F. Payment for Accumulated Sick Leave
1. Any paraprofessional who actively retires according to the provisions of the PERS and is entitled to receive immediate, rather than "deferred" benefits, and who has a minimum of twenty five (25) continuous years of service in the Mount Ephraim School District shall be eligible for payment of unused sick leave. Any approved leave of absence shall not be considered a disruption of service.
  2. Payment shall be made on or about July 1 following the school year in which the paraprofessional retires; provided, however, the paraprofessional has notified the Board of his/her intention to retire by December 1 of the school year in which he/she retires. Failure to comply with the above cited procedures shall result in delay of said payment for one additional school year until July 1 of the subsequent school year, following the school year in which payment normally would have been made. The retiring paraprofessional may choose to defer payment of unused sick leave at retirement until July 1 of the subsequent school year.
  3. The Board shall compensate the paraprofessional's accumulated sick leave according to the following schedule:

2017-2020	\$50/day for a maximum of \$5,000
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## ARTICLE 10 WORKING CONDITIONS

- A. Paraprofessionals shall work 6 hours per day inclusive of a half hour duty free lunch. No paraprofessional shall work more than 29.5 hours per week. Working schedule will be determined by the Superintendent or his/her designee.
- B. The work year shall consist of 186 work days to be delineated as follows: 183 Student Days  
2 Professional Development Days  
1 Orientation Day
- C. Voluntary Transfers and Reassignments

Paraprofessionals who desire to transfer to another position may file a written statement of such desire with the Superintendent or designee. Such statement shall include the position(s) to which a transfer is desired, in order of

preference.

**D. Involuntary Transfers**

1. Absent disciplinary action by the Board, the involuntary transfer or reassignment of a paraprofessional shall not involve a reduction in job classification or compensation.
2. Notice of an involuntary transfer or reassignment shall be given to paraprofessionals as soon as practicable.

**E. Vacancies**

1. Notice of vacancies shall be forwarded to the Association president and posted for five school days in the main office of all buildings.
2. Paraprofessionals may forward their application in writing to the Superintendent.
3. When school is not in session, notices of vacancies will be mailed to the Association President.
4. All vacancies shall be posted internally for 5 school days, before being advertised externally.

**F. Property Damage and Insurance**

Paraprofessionals shall be compensated for any damage or loss of personal property while on-the-job, which shall be provided through the Board of Education policies for such liabilities.

**ARTICLE 11**  
**INSURANCE**

Members of the Association shall have the option to enroll in the District's Health, Prescription and Dental plans with the member paying 100% of the cost.

**ARTICLE 12**  
**PROFESSIONAL DEVELOPMENT**

**A.** The Board shall compensate paraprofessional wishing to enroll in further education at the rate of one (1) Camden County Community College course or any other pre-approved accredited college course at the Camden County Community College rate.

**B.** There shall be a cap of \$2,000 per year to be shared by all of the paraprofessionals for further education and professional development.

**C.** All requirements for professional development and tuition reimbursement must be met in order to qualify for reimbursement of course work. Payment shall be paid in each school year to paraprofessionals upon successful completion, i.e. a grade of "B" or "A" or a passing grade in a pass/fail course, of courses for educational improvement. Such payment shall be made in accordance with the following conditions:

1. The Chief School Administrator must approve the course, or courses, prior to registration;
2. The course is offered by an accredited educational institution;
3. The course directly relates to the paraprofessional's classroom duties and responsibilities;
4. Courses required as part of a graduate program which has been approved by the Board of Education shall be



exempt from the requirement set forth in Subsection 2c herein above.

5. Reimbursement shall be made provided that proof of registration and official verification of grade is presented to the Chief School Administrator within thirty (30) days after receipt by the paraprofessional from the educational institutions. Said payment will be made within thirty (30) days following the submission of the required paperwork

D. Pre-approved professional development workshops/training in-district or out-of-district, as pre-approved by the Administration, shall be provided as a professional day of absence and compensated as a workday.

ARTICLE 13  
AGENCY FEE

A. Any paraprofessional shall be made aware of the right to join the Association. If the paraprofessional chooses not to become a member of the Association, a fee not to exceed 85% of the total Association dues shall be required for representation.

ARTICLE 14  
PROTECTION OF PARAPROFESSIONALS

A. Paraprofessionals shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

ARTICLE 15  
PARAPROFESSIONAL/ ADMINISTRATION LIAISON

A. A Liaison Committee for each school building shall meet with the principal at least once a month, upon need, after student dismissal, to review and discuss local school issues and to play an active role in the revision or development of building policies. Said committee is to be jointly selected by Administration and the Association. An agenda shall be submitted by both parties at least one (1) day in advance.

B. The Association's representatives shall meet with the Superintendent upon need to review and discuss current school issues and the administration of this Agreement.

ARTICLE 16  
MISCELLANEOUS


A. Employees will be provided with the Hepatitis Vaccine.

ARTICLE 17  
DURATION OF AGREEMENT

A. This contract shall commence on July 1, 2017 and shall expire on June 30, 2020.

MT. EPHRAIM BOARD OF EDUCATION

MT. EPHRAIM PARAPROFESSIONAL ASSOCIATION



Patricia Blaylock, Board President



Robin Zettlemoyer, MEPA President

Appendix A: Salary Guides

2016-2017		2017-2018			2018-2019			2019-2020		
Step	Without Certification	Step	Without Certificatio		Step	Without Certificatio		Step	Without Certification	
1	12006	1	13284	1278	1	14051	767	1	14818	767
2	12202	2	13480	1278	2	14247	767	2	15014	767
3	12487	3	13765	1278	3	14532	767	3	15299	767
4	12645	4	13923	1278	4	14690	767	4	15457	767
5	12836	5	14114	1278	5	14881	767	5	15648	767
6	13149	6	14427	1278	6	15194	767	6	15961	767
7	13522	7	14800	1278	7	15567	767	7	16334	767
8	13950	8	15228	1278	8	15995	767	8	16762	767
9	14297	9	15575	1278	9	16342	767	9	17109	767
10	14582	10	15860	1278	10	16627	767	10	17394	767
11	15052	11	16330	1278	11	17097	767	11	17864	767
12	15585	12	16863	1278	12	17630	767	12	18397	767
13	16003	13	17281	1278	13	18048	767	13	18815	767
13A	16800	13A	18078	1278	13A	18845	767	13A	19612	767
14	17604	14	18882	1278	14	19649	767	14	20416	767
MAX	17935	MAX	19213	1278	MAX	19980	767	MAX	20747	767
OG		OG			OG			OG		
FY08	20120	FY08	21398	1278	FY08	22165	767	FY08	22932	767
FY05	21740	FY05	23018	1278	FY05	23785	767	FY05	24552	767
FY04	22735	FY04	24013	1278	FY04	24780	767	FY04	25547	767
Step	With Certification	Step	With Certificatio		Step	With Certificatio		Step	With Certification	
1	12891	1	14169	1278	1	14936	767	1	15703	767
2	13104	2	14382	1278	2	15149	767	2	15916	767
3	13215	3	14493	1278	3	15260	767	3	16027	767
4	13595	4	14873	1278	4	15640	767	4	16407	767
5	13830	5	15108	1278	5	15875	767	5	16642	767
6	14100	6	15378	1278	6	16145	767	6	16912	767
7	14474	7	15752	1278	7	16519	767	7	17286	767
8	14890	8	16168	1278	8	16935	767	8	17702	767
9	15196	9	16474	1278	9	17241	767	9	18008	767
10	15533	10	16811	1278	10	17578	767	10	18345	767
11	16003	11	17281	1278	11	18048	767	11	18815	767
12	16485	12	17763	1278	12	18530	767	12	19297	767
13	16966	13	18244	1278	13	19011	767	13	19778	767
14	17435	14	18713	1278	14	19480	767	14	20247	767

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