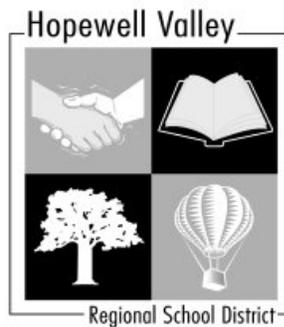


COLLECTIVE BARGAINING AGREEMENT



BY AND BETWEEN THE

HOPEWELL VALLEY REGIONAL
BOARD OF EDUCATION

AND THE

HOPEWELL VALLEY
SUPPORT STAFF ASSOCIATION

FOR 2003-2006

THIS AGREEMENT

entered into this 1st day of July 2003.

By and Between

HOPEWELL VALLEY REGIONAL BOARD OF EDUCATION,
with offices at 425 South Main Street in the Borough of Pennington,
County of Mercer and State of New Jersey,
hereinafter referred to as the "BOARD";

and

HOPEWELL VALLEY SUPPORT STAFF ASSOCIATION,
as Collective Bargaining Representative for those paraprofessionals
of the Hopewell Valley Regional School District as hereinafter specifically designated,
being hereinafter referred to as "PARAPROFESSIONAL".

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ARTICLE I

RECOGNITION

- A. The Hopewell Valley Regional Board hereby recognizes the Hopewell Valley Support Staff Association as the exclusive representative for the purposes of collective negotiations concerning the terms and conditions of employment of all paraprofessionals employed by the Hopewell Valley Regional Board of Education, but excluding all certified paraprofessionals, confidential paraprofessionals, secretaries, and custodians.
- B. Unless otherwise indicated, the term "Paraprofessional(s)", when used hereinafter in this Agreement, shall refer to all paraprofessionals represented by the Association in the negotiating unit as above defined.
- C. The parties affirm their intent, as required by existing statutes, to follow a policy of not discriminating against any paraprofessional on the basis of race, color, creed, national origin, age, religion, sex, disability, political affiliation, marital status, or membership in an association with legal activities of any paraprofessional organization.
- D. The Association accepts the requirement of the New Jersey Employer-Employee Relations Act as amended to represent equally all members of the above-defined unit.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations concerning the terms and conditions of employment for a successor agreement in accordance with the laws of the State of New Jersey. Upon notification of intention to enter into collective negotiations by either party, the Board shall establish a mutually agreeable meeting date with the President of the Association.
- B.
 - 1. The parties agree to commence negotiations no later than February 1. Proposals shall be exchanged at the initial meeting.
 - 2. Proposals not submitted in the original exchange, shall not be a subject for consideration or discussion unless they are counter proposals or substitute proposals.
- C. The Board recognizes the Association as the exclusive representative for purposes of collective negotiation concerning the terms and conditions of employment for the paraprofessionals enumerated in Article I of this agreement. Any change or modification to this Agreement, or any new agreement so negotiated, shall apply to all unit members. This recognition shall not impair the rights of any paraprofessional or group of paraprofessionals under the Constitution of the State of New Jersey, or any applicable law or State administrative regulation now or hereafter enacted or promulgated.
- D. Negotiations shall be conducted in the Board of Education Administrative Office or at any other mutually acceptable location. The Board shall make available to the Association a caucus room in which to meet for separate conferences.
- E. Dates for conducting negotiations shall be fixed by mutual agreement; provided, however, that no negotiating session shall be recessed without having agreed upon a new date upon which said negotiations shall be reconvened, and further provided that in no event shall said negotiations be recessed for a period in excess of thirty (30) calendar days unless extended by mutual agreement.
- F. Times for commencement of negotiating sessions shall be fixed by mutual agreement. Negotiating sessions shall not be conducted during usual school or business hours. A negotiating session conducted during evening hours preceding a school or workday shall be terminated at 11:15 p.m. or as soon thereafter as is reasonable. It is the intent and purpose of this section to permit the parties to preserve continuity and permit recapitulation and confirmation of understandings prior to recessing negotiations.
- G. Neither party shall have any control over the selection of the negotiating representatives of the other party.
- H. One representative for each party shall be the spokesperson-negotiator. Those representatives shall be responsible for all procedural details including fixing dates for negotiating sessions, requesting caucuses, initial presentation of proposals and counter proposals, requesting information and clarification and tentative acceptance of proposals. The spokesperson-negotiators may recognize other members of the negotiating team or call upon resource personnel to present or discuss pertinent data.
- I. Either party shall have the right to call for a caucus or private conference during the course of negotiating sessions; provided, however, that no such caucus or private conference shall be longer than forty-five (45) minutes in duration without mutual agreement.

- J. During negotiations the Board and the Association shall present data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- K. It is acknowledged and understood that the negotiation teams representing the Association and the Board have been empowered and authorized to discuss all terms and conditions of employment subject to negotiation. It is also understood that the negotiation representatives of the Association and the Board are authorized to reach tentative agreement on the terms and conditions of employment. A tentative agreement shall be reduced to writing. The Board shall complete a draft of the agreement and shall submit it to the Association for ratification. Upon ratification by the Association, the agreement shall be presented to the full Board for ratification at its next public meeting. No agreement shall become effective and binding until it is formally ratified by both parties.
- L. Any issue pertaining to procedures not outlined by this agreement shall be resolved by the mutual agreement of the parties.
- M. All subjects, items and matters proposed or discussed during these negotiations which are not ultimately contained or provided for in the final agreement shall in no way be binding upon either party. With the exception of their use as parole evidence, all subjects, items and matters so discussed shall be without prejudice to either party.
- N. This agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" shall mean a claim by a paraprofessional or the Association that there has been a misinterpretation, misapplication or a violation of any of the provisions of this agreement. It is agreed that binding arbitration, as provided for in this Article, does not apply to a misinterpretation or misapplication of Board Policy or Administrative Regulation; provided, however, that no claim shall constitute a grievance to be processed in accordance with the following procedure, which pertains to:

- (i) any matter for which a detailed method of review is prescribed by law;
- (ii) any rule or regulation of the State Commissioner of Education unless the Commissioner of Education shall first specifically determine that the Board has exclusive jurisdiction therein;
- (iii) any policy or by-law of the Board or administrative decision;
- (iv) any matter which according to law is beyond the scope of the legal authority of the Board;
- (v) any matter for which a grievance has been filed under a special purpose grievance procedure provided by Board policy.

Further provided: for a grievance to be considered under this procedure, Step One must be commenced by the grievant within thirty (30) calendar days of either its occurrence or when the grievant could or should have reasonably known of the occurrence. Failure to act shall constitute abandonment.

B. PROCEDURE

Any paraprofessional who has a grievance shall discuss it first with the principal or immediate supervisor in an attempt to resolve the matter informally.

Step One: If, as a result of the discussion with the principal or immediate supervisor, the matter is not resolved to the satisfaction of the grievant, the grievant may set forth the grievance in writing to the principal or immediate supervisor on the grievance forms provided. The grievant shall have the right to request an informal hearing before the principal or immediate supervisor upon the form provided. If an informal hearing is not requested by the grievant, the principal or immediate supervisor may conduct such a hearing to assist in the consideration of the grievance. The immediate supervisor shall communicate the decision to the grievant in writing, with reasons, not later than ten (10) school days from the receipt of the written grievance.

Step Two: Not later than ten (10) school days after receipt of the Step One decision, the grievant may appeal the decision to the Superintendent or his/her designee. That appeal must be in writing upon the grievance forms provided, specifying the nature of the grievance, the nature of the injury, loss or inconvenience claimed the results of prior discussions with the immediate supervisor and the grievant's dissatisfaction with the decision previously rendered. On the grievance form, a hearing may be requested before the Superintendent or his/her designee. If a hearing is not requested by the grievant, the Superintendent or his/her designee may conduct such a hearing to assist in the consideration of the grievance. The Superintendent or his/her designee shall render a written decision not later than fifteen (15) school days from the receipt of the appeal. The written decision shall be sent, with reasons, to the grievant, the principal or immediate supervisor, and the president of the Association.

Step Three: If, as a result of Step Two, the matter is not resolved to the satisfaction of the grievant, the grievant may request a review by the Board of Education. This request shall be submitted on a grievance form provided through the Superintendent. All related papers shall be attached and forwarded to the Board Secretary. Any grievance appeal to the Board of Education must be filed with the Board Secretary not later than ten (10) school days or fourteen (14) calendar days, whichever is less, from the receipt of the Step Two decision. The grievant may request a hearing before the Board of Education on the form provided. The Board of Education shall render a written decision, with reasons, not later than sixty (60) calendar days following its receipt of the grievance. The Association may move the grievance to Step Four after forty-five (45) days if the Board has not rendered a decision. Copies of the Board's written decision shall be forwarded to the aggrieved, the principal or immediate supervisor and the president of the Association.

Step Four: If the grievant is not satisfied with the Step Three decision, a request for the appointment of an Arbitrator may be made by the Association within five (5) calendar days of receipt of the Board's decision. A copy of the request shall be forwarded to the Board Secretary at the same time. The Board and the Association agree to adhere to the rules of the American Arbitration Association or the Public Employment Commission in the selection and the performance of the Arbitrator. The selection of AAA or PERC is to be decided by the moving party. The Arbitrator shall be limited to the issues submitted by both parties and shall consider nothing else; he/she can add nothing to nor subtract anything from, nor modify in any way, this Agreement between the parties. All proceedings shall be conducted in the Board of Education Administrative Office or at any other mutually agreeable location.

C. GENERAL PROVISIONS

1. Time Periods

- a. All time periods specified shall be strictly adhered to unless both parties mutually consent, in writing, to an extension or waiver.
- b. If the grievant fails to proceed to the next level within the time period specified, the grievance shall be deemed abandoned and the most recent decision shall be considered binding. If a decision is not rendered within the prescribed period of time at Steps One or Two, the grievance may automatically proceed to the next step. If the Board fails to render a decision within the prescribed period of time, the grievance shall be deemed decided in favor of the grievant and shall be binding.
- c. When the grievance procedure extends into or occurs during the summer, 'school day' shall be construed to be 'calendar days' exclusive of Saturday, Sunday, and holidays.

2. Procedures

- a. No paraprofessional shall have the right to refuse to follow an administrative directive or Board policy upon the grounds that a grievance has been filed. All paraprofessionals shall continue to comply with directives or Board policies as requested by the Superintendent and/or administrators until the grievance is properly and finally determined.
- b. Forms for filing grievances and requests for review are referenced in this Agreement, and no grievance shall be processed unless the forms are utilized. See Schedule A.
- c. All hearings conducted under this grievance procedure shall be conducted in private and in confidence. Details of these proceedings shall be available only to persons needing such information in the performance of official duties.
- d. In the event that a grievance involves more than one paraprofessional and only one supervisor, those paraprofessionals processing the grievance shall comply with the grievance procedure as outlined above.
- e. If a grievance involves a group of paraprofessionals who do not have a common principal or immediate supervisor or one paraprofessional with more than one immediate supervisor, the grievance shall be processed in accordance with Step One before one of the principals or immediate supervisors involved selected by the Superintendent.
- f. If the Association files a grievance, it shall comply with the grievance procedure as outlined above.
- g. No reprisals shall be taken by the Board or Administration against any party in interest in the grievance procedure by reason of such participation.
- h. All documents, communications and records original to the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Representation

- a. Following the filing of a written grievance at Step One, a paraprofessional may be represented at all stages of the procedure by him/her self or a representative of his/her choosing.
- b. The grievant shall have the right to legal counsel at all stages of the grievance procedure as outlined above. Legal counsel for the Board of Education may be in attendance at any stage of the grievance procedure.
- c. The Association may have a representative present at grievance hearings held in accordance with Step One herein. The Association shall have a representative present at grievance hearings held in accordance with Steps Two through Four herein.

4. Costs

- a. Each party will bear the total cost incurred by themselves.
- b. The fees and expenses of the arbitration are the only costs to be shared equally by the parties.

ARTICLE IV

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights; subject, however, to the provisions of this agreement and the policies as formally established and promulgated by the Board.

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its Paraprofessionals in the performance of their employment;
2. To hire, direct, promote, transfer, assign and retain Paraprofessionals in positions within the school district, and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to relieve Paraprofessionals from duties because of lack of work or for other legitimate reasons pursuant to rules and regulations of the Board;
3. To maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted;
4. To decide upon the forms and methods of work;
5. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE V

PARAPROFESSIONALS' RIGHTS

- A. Pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Law of 1974, the parties agree that every paraprofessional of the Board shall have the right freely to organize, join and support the Association, the New Jersey Education Association, and the National Education Association for the purpose of engaging in collective negotiations concerning the terms and conditions of their employment.

- B. Nothing contained herein shall be construed to deprive any Paraprofessional in the Hopewell Valley Regional School District of any rights now enjoyed by Paraprofessionals as conferred and guaranteed by the Constitution of the State of New Jersey and of the United States, and all duly enacted laws of the State of New Jersey pursuant thereto, including but not by way of limitation Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Law of 1974, commonly known as the New Jersey Employer-Employee Relations Act.

- C. Whenever any Paraprofessional is required to appear before the Board of Education, or any Committee or member thereof, concerning any matter which could adversely affect the continuation of that Paraprofessional in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.

- D. A Paraprofessional must have at least 48 hours to read over his/her observation or evaluation before the conference is held.

- E. No material derogatory to a Paraprofessional's conduct, character or personality shall be placed in his/her personnel file unless the assistant has had an opportunity to review the material. Paraprofessionals shall also have the right to submit a written answer to such material within ten (10) days following the conference. His/her answer shall be reviewed by the Superintendent and attached to the file copy. This material may be removed from the assistant's file after three (3) years.

ARTICLE VI

ASSOCIATION RIGHTS

A. During negotiations, the Board and the Association shall present data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.

B. The Association shall have the right before the opening of school or after the close of school on school days, to use school and office equipment as may be in each school upon reasonable notice to and approval by the building principal or his designee, which approval shall not be withheld unless such equipment as is desired is in use, or about to be used for other authorized purposes. The approval may be revoked if the equipment is required for school use after the Association has begun using it. No equipment shall be removed from the school building. All use of computer equipment shall be subject to and consistent with district policies governing the use of such equipment as a means of communication.

Such equipment shall be operated only by members of the Association experienced in its use, and the Association shall bear full financial responsibility for its misuse or damage while so being used. In the event of damage to school equipment occurring during the time that said equipment is in use by the Association, the Association agrees to reimburse the Board of Education for costs of repair or replacement of said equipment. The Association shall inventory and, upon request, pay for the reasonable cost of all materials and supplies incidental to such use.

C. The Association and its representatives shall have the right to use school buildings for professional meetings upon request after the close of school on school days, provided that all requests for such building use shall conform to existing applicable rules and regulations of the Board. Any requests by the Association for the use of a school building for a professional meeting shall be made in advance, in writing, to the business administrator, who shall have the authority to approve a reasonable time and place for such meeting within the building so as not to interfere with other regularly scheduled meetings and activities being held therein; provided, however, that if the use of the said school building by the Association results in any expense to the Board for utilities, custodial services or any other service, the Association shall, upon request, reimburse the Board for such expense, and further provided that the Association shall leave any premises so used by it in a suitable condition for the next user thereof.

D. No meeting, hearing or conference as defined, specified or provided for in the within agreement shall be held or conducted during normal school hours except in emergency situations by mutual agreement.

E. The Association shall be provided access to the use of one bulletin board in each district building for the purpose of posting official Association notices.

- F. The Association may distribute to Paraprofessionals within the school buildings by use of the existing school mailbox facilities materials dealing with appropriate and legitimate business of the Association; provided, however, that in no case shall the Board be liable for any loss or damage, which may result to any materials so distributed by the Association.
- G. At all times in its exercise of the foregoing rights and privileges, the Association agrees that it will in no way involve members of the student body in any Association organizational efforts nor will the Association permit the use of students as couriers either inside or outside of school buildings.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the paraprofessionals, and to no other organizations.
- I. Representation Fee - If a paraprofessional 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 paraprofessional 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 paraprofessional's per-capita cost of services rendered by the Association as majority representative.
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 members for that membership year. The representation fee to be paid by nonmembers up to 85% of the regular dues will be determined by the Association in accordance with the law and the change(s) therefore being brought to the attention of the Board for verification by the Association.

Deduction and Transmission of Fee

1. Notification - Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those paraprofessionals who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such paraprofessionals the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
2. Payroll Deduction Schedule - The Board will deduct the representation fee 30 days after the paraprofessional begins his/her employment.
3. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees will follow the NJEA guidelines and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
4. Changes - The Association will notify the Board in writing of any changes in the list provided for in paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

5. New Paraprofessionals - 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 paraprofessionals who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such paraprofessionals.

ARTICLE VII

WORK YEAR/WORK DAY

- A. The regular workday for full-time Paraprofessionals shall not exceed seven (7) hours per day, Monday through Friday, excluding a duty-free lunch period.

Starting times for Paraprofessionals in the school buildings shall be scheduled by the immediate supervisors.

All work time over a Paraprofessional's regularly scheduled work day/year, approved by the immediate supervisor, shall be compensated at the regular hourly rate. Time over 40 hours in any full work week shall be compensated at time and a half. Portions of an hour shall be pro-rated.

Paraprofessionals who work more than four (4) hours per day shall have a duty-free lunch period (to be the length of the period in the building), pursuant to the first paragraph of this section.

- B. Paraprofessionals' work year shall be those days that school is in session.

ARTICLE VIII

EMPLOYMENT

- A. The salaries of all Paraprofessionals covered by this Agreement are set forth in Appendix A of this Agreement, which are attached hereto and made a part hereof.
- B. Salary checks will be issued on the fifteenth (15) and last day of the month unless the fifteenth (15) or the last day falls on a Saturday, Sunday or holiday, in which case the checks will be issued on the preceding school day.
- C. Unit members will have the option of having direct deposit of their checks to the bank of their choice.
- D. The Board Secretary will make deductions from salary for those Paraprofessionals desiring participation in the tax-sheltered annuity programs administered by the New Jersey Division of Pensions and Siracusa, Metropolitan Life Insurance Company, Valic Insurance Company, Primerica, Copeland Company, and Vanguard, upon authorization by the Paraprofessionals. This procedure is intended solely as a convenience for the Paraprofessionals and implies no liability for the Board of Education beyond the proper performance of the deductions.
- E. The Board Secretary will make deductions from the salary for those Paraprofessionals desiring participation in the Mercer County Credit Union. This procedure is intended solely as a convenience for the Paraprofessionals and implies no liability for the Board beyond the proper performance of the deductions.
- F. The district shall be responsible to provide each new paraprofessional with a copy of the Collective Bargaining Agreement and materials describing the Health Benefits offerings provided for in this Agreement.
- G. Paraprofessionals will be reimbursed for travel expenditures for official school business at the rate established by the Board of Education for use of a personal auto. For out of district travel, they will also be reimbursed for tolls, parking charges, meals, or other direct travel expenses, if any, subject to approval of the Superintendent.
- H. Paraprofessionals employed by the district are eligible for tuition reimbursement for professional improvement courses provided that:
 - 1. Courses are related to the Paraprofessional's field, but need not be college accredited.
 - 2. The Superintendent shall review any proposed course reimbursement in light of the professional development needs of the paraprofessional and the district, and shall approve reimbursement for such courses as he/she determines will serve both such needs.
 - 3. Courses must be successfully completed. Where grades are provided, a grade of "B" or higher must be attained.
 - 4. Not more than six (6) credits or the equivalent of two (2) courses per year shall be reimbursed.

5. Tuition reimbursement shall not exceed the prevailing rates at the College of New Jersey for a three (3) credit course. It is understood that reimbursement shall be for course registration, required books, workbooks, etc. to meet course proficiencies. Supplemental materials, vehicle registration, mileage and parking, and student fees are non-refundable items. Documentation is needed for all reimbursements.
- I. Paraprofessionals who were employed on or before December 13, 1995 and who had previously received compensation for successful completion of courses under the provisions of Article VIII. Paragraph I. of collective bargaining agreements preceding this Agreement shall continue to receive such additional compensation. Paraprofessionals who received approval from the Superintendent on or before December 13, 1995 to take courses compassable under the provisions of Article VIII. Paragraph I. of collective bargaining agreements preceding this Agreement, shall receive such additional compensation upon successful completion of such courses pursuant to the terms of the predecessor Article VIII. Paragraph I. No present or new paraprofessional shall otherwise be eligible for such additional compensation under the prior Article VIII. Paragraph I. program, which is eliminated subject to the payments required by this paragraph.
 - J. A lay off shall be deemed to have taken place when the Board through the Superintendent, has determined that the number of paraprofessionals covered by this agreement shall be reduced.
 1. In the event of any reduction in force (R.I.F.), district-wide seniority (the Board appointment date of employment within this paraprofessional group) shall apply, along with the overall needs of the district. Any reduction shall be accomplished in accordance with the following procedure:
 - a. The unit members affected by such a reduction shall have seniority rights over the last hired unit members.
 - b. Seniority is defined as the paraprofessional's total length of service with the employer, beginning with his/her original date of hire within the unit.
 - c. A paraprofessional with service interrupted by voluntary resignation, termination or leaves of absence in excess of three (3) months shall have the amount of time not worked deducted from his/her seniority. A paraprofessional shall not lose seniority time for an approved leave of absence without pay for up to three (3) months and time lost for this reason shall accrue toward continuous service. Time lost due to cases of injury involving workers' compensation shall not be part of this provision and time lost for this reason shall accrue toward continuous service.
 - d. If a question arises concerning two or more paraprofessionals hired on the same date, the seniority preference shall be determined by the Superintendent.

- e. In all cases of reduction in force (R.I.F.), recall shall begin with the paraprofessional with the greatest amount of seniority in this unit. Names of those terminated due to a reduction in force shall be placed on a "recall list" for a period of two (2) years beyond the termination date. Unit members on this list shall be given preference for any future vacancies. The affected unit members shall be notified by mail when a vacancy or new position becomes available. He/she then has two (2) weeks to accept the position and to commence work within three (3) weeks from the date of acceptance, or forfeits his/her right to the position. If the affected paraprofessional refuses employment in a position equal to the position held at the time of the R.I.F., the paraprofessional's name shall be removed from the recall list.
2. If a lay off is scheduled by the Board, the Association shall be so notified in writing by the Superintendent.
 3. A list of paraprofessionals who may be affected by the lay off shall be provided to the Association.
 4. Upon rehire, paraprofessionals shall have prior service credit restored.
- K. The Board shall establish a tax qualified salary reduction plan, under the terms of which each paraprofessional may, by affirmative election, choose to apply cash compensation to fund an individual medical expense spending account and/or a dependent care spending account. The Association shall designate a representative to consult with the Board on the preparation and implementation of the plan.
- L. In addition to the salary specified in section A of this Article, the Board may pay a stipend of up to 10% of said salary when an paraprofessional of the unit (a) has special training as defined herein and (b) utilizes such training and the resultant skills to satisfy the specific requirement of an IEP of a special education student or students on assignment by the Director of Pupil Services. No Paraprofessional shall be required to undertake such training or an assignment requiring such training. The obligation to pay such stipend shall extend only so long as the paraprofessional is assigned by the Director to satisfy such requirement, but the paraprofessional shall be paid the stipend through the end of the pay period succeeding the pay period during which the assignment is terminated when such an assignment terminates for reasons other than the paraprofessional's resignation from such assignment. Special training shall mean the completion of an IEP required course of study at (1) the Katzenbach School of dealing with hearing- impaired students, (2) the Eden Institute for behavioral management of autistic students, (3) the Douglas Development Center for behavioral management of autistic students, (4) Mercer County Special Services School District for behavior management, intervention training and dealing with significantly disabled children in an inclusive setting, or (5) such other institution and course as may from time to time be proposed by the Director and agreed to by the Association in writing.

ARTICLE IX

SICK LEAVE

- A. A Paraprofessional is entitled to one sick day per month for the length of his/her contract without loss of pay. All days not used shall be cumulative. The Board of Education may require a physician's certificate to be filed with the Board Secretary in the case of sick leave claimed.
- B. If a Paraprofessional should suffer an extended illness and has exhausted all current and accumulated sick leave time, he/she may request additional sick leave which request shall be considered by the Board of Education on a case-by-case basis.
- C. When a Paraprofessional is retired from active duty in accordance with the Public Employees Retirement System requirements after fifteen (15) years of continuous service in this school district, the Board of Education will pay the Paraprofessional for unused sick days at the following rates and to the following maximums:

During the term of this contract, \$8.00 per hour to a maximum of \$5,600.00.

A Paraprofessional must have one hundred and fifty hours or more of unused sick-leave time to qualify for this benefit. The paraprofessional has the option of receiving such payment after January 1st of the year following retirement.

ARTICLE X

PERSONAL LEAVE

Personal leave with pay not to exceed a total of six days per year (three additional days per year for each death in the immediate family) may be granted by the Superintendent of Schools for the following reasons:

1. Serious illness in immediate family. Immediate family shall mean spouse, child, mother, father, or a relative who lives within the household of the staff member.
2. Absence due to death in non-immediate family. Non-immediate family shall mean grandparents, grandchild, niece, nephew, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter or son-in-law not living in the household of the staff member. Absence in such cases shall be allowed with pay for the day of the funeral.
3. Death in the immediate family. Immediate family shall mean spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, or a relative who lives within the household. The absence may precede, include, or follow the death of a member of the immediate family.
4. Legal Request - Absence from school by reason of subpoena or legal process required by law shall be allowed.
5. Personal Reasons:
 - a. Non-Cumulative:
 - (1) Marriage of employee (3 days)
 - (2) Graduation - the day of graduation of the employee, spouse or their children (one day per year).
 - (3) Final examination for a degree.
 - (4) Marriage in immediate family (one day per year).

b. Cumulative:

An employee contracted for 182 days can request three days leave for a reason other than those listed above and this request should be submitted through the principal to the Superintendent three school days prior to the date requested. Three (3) personal leave days may be applied for through the principal to the Superintendent without reason. The number shall be limited to 5% of the eligible employees on any given day. These days shall not be granted immediately before or immediately after a long weekend, holiday or vacation unless the days are being used for religious observance. If unused, these days shall accumulate as sick leave at the end of the school year.

ARTICLE XI

EMPLOYMENT NOTIFICATION PROCEDURES

- A. **Vacancies** - All Paraprofessionals covered by this Agreement shall be notified of any Paraprofessional vacancy within the district. Such notice shall set forth the location and level of the position and will indicate the closing date for receiving applications from within the school system. All candidates meeting basic requirements will be eligible to apply for the position-vacancy and will be given an opportunity for an interview. In filling such vacancies, consideration shall be given to qualified Paraprofessionals employed by the Board of Education.

- B. **Resignation** - Paraprofessionals who are resigning from their position shall give the normal two-weeks notice.

ARTICLE XII

INSURANCE AND HEALTH

The sidebar agreement memorializing existing practices regarding the calculation of premium contributions previously executed by the parties shall remain in effect.

A. **Health Insurance**: The Board shall arrange for group health insurance coverage to be available to members of this bargaining unit in accordance with the following terms.

1. Coverage shall be made available and premiums quoted for the categories: individual, husband and wife, parent and child and family.
2. Coverages will be available in at least one point of service managed care program and two health maintenance organizations (HMO). The BC/BS Blue Choice Plan the AETNA/U.S. Healthcare/New Jersey and Pennsylvania (individual practice HMO), are approved for use in satisfaction of this coverage requirement for the term of the Agreement. Out-of-State residents presently enrolled in BC/BS Select Plan will be permitted to remain in such plan until the Blue Choice is available in their state of residence. Any change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association. In no case, will the Board of Education pay more for coverage under this paragraph than it would be required to pay for coverage under paragraph 1.
3. Major medical coverage under the point of service plan shall contain a \$10,000 stop loss, which will provide a maximum out of pocket medical expense cost per year.
4. All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursements, which shall be authorized by each employee at the time coverage, is selected.
5. The premium cost of individual or extended family medical insurance coverage shall be borne ninety-five (95%) percent by the Board and five (5%) by the employee, with the board paying for one hundred (100%) percent of individual major medical coverage and the employee for any balance due on coverages selected by the employee, all in accordance with current practice.

B. **Prescription Drug Insurance**: The Board shall arrange for group drug insurance coverage to be available to members of this bargaining unit in accordance with the following terms:

1. Coverage shall be made available and premiums quoted for the categories: individual, husband and wife, parent and child, and family.
2. The co-pay for each prescription covered shall be \$10 brand name/ \$5 generic/ \$0 Mail-order. The Blue Cross Prescription Plan is approved for use in satisfaction of this coverage requirement for the term of the Agreement. Any change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.

3. All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursements, which shall be authorized by each employee at the time coverage, is selected.
 4. The premium cost of the prescription drug insurance shall be borne ninety-five (95%) percent by the Board and five (5%) percent by the employee.
- C. **Dental Insurance**: The Board shall arrange for full family group dental insurance coverage to be available to members of this bargaining unit in accordance with the following terms:
1. Coverage will be available under the current Blue Cross/Blue Shield Dental Program, a “traditional” plan known as Direct Dental Network. In addition, coverage shall be made available under the Blue Cross/Blue Shield plan known as “managed Dental Care,” a preferred provider style plan, and under the Blue Cross/Blue Shield plan known as “Total Care”, a facility based HMO style plan. These plans are approved for use in satisfaction of this coverage requirement for the term of the Agreement. Any change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.
 2. Services covered under the Direct Dental Network and heretofore reimbursed at 70% shall for the duration of this Agreement be reimbursed at 80%.
 3. Orthodontia shall be covered as provided in this Managed Dental Care and Total Care plans providing for 50% and 100% coverage respectively.
 4. All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursements, which shall be authorized by each employee at the time coverage, is selected. Employees may select the particular plan desired during open enrollment periods by filling out appropriate enrollment forms. An employee must be employed by contract for 20 hours or more per week to be considered eligible for this dental insurance coverage.
 5. The premium cost of the dental insurance plan shall be borne ninety-five (95%) percent by the Board and five (5%) percent by the employee.
- D. **Retired Employees**: Any employee who retires from the district may continue any of the above health insurance benefits if available from the carrier. Employees shall be responsible for payment premium costs at the available group rate.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual Paraprofessional covered by this Agreement, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. Copies of this Agreement shall be duplicated, the Board and the Association sharing the expenses incurred, within thirty (30) days after the Agreement is signed. It will be presented to all paraprofessionals now employed or hereafter employed during the duration of this contract.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter or certified mail at the following addresses:

If by Association, to the Board at 425 South Main Street, Pennington, NJ 08534.
If by Board, to the Association at the President's home address.
- D. Currently enrolled children, and children enrolled during the 2001-2002 school year, of presently incumbent paraprofessionals of this unit may be allowed to attend school within the Hopewell Valley Regional School District upon the payment of tuition in the amount of ten percent (10%) of the established tuition rate within the Hopewell Valley Regional School District. Any children of presently incumbent paraprofessionals enrolled on or before 9/1/93 may continue on the same basis as provided in previous collective bargaining agreements. In all cases where tuition is paid, such payment must be made by payroll deduction authorized by the district paraprofessional. Children of presently incumbent or future paraprofessionals, not enrolled prior to the end of the 2001-2002 school year under this program, may be accepted in accordance with the district's normal practices for enrollment out of district residents, but in no event shall the district be responsible for any portion of the tuition or transportation costs of such students. This paragraph shall not be subject to the arbitration provision of this Agreement.
- E. This Agreement constitutes the entire understanding between the parties, and the parties hereto agree that no parole or oral promises not incorporated herein are to be binding upon the parties, and, further, that this Agreement may only be modified, altered or supplemented by written agreement between the parties.
- F. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIV

DURATION

- A. This Agreement shall be effective on and as of July 1, 2003 and shall remain in effect until June 30, 2006, superceding any and all previous agreements between the parties, except as otherwise provided for herein.
- B. This Agreement shall not be extended orally and it is expressly understood and agreed that it shall expire on the date indicated.

ARTICLE XV

SIGNATURES

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed by its duly authorized corporate officers and has caused its corporate seal to be hereunto affixed to the within Agreement, consisting of 30 pages, on and as of the 1st day of July, 2003.

HOPEWELL VALLEY REGIONAL BOARD OF EDUCATION

By _____
William F. Hills, President

ATTEST:

John Nemeth, Board Secretary

HOPEWELL VALLEY SUPPORT STAFF ASSOCIATION

By _____
Sandra Porter, Co- President

Roselia Lake, Co- President

ATTEST:

Janet Johnson, Secretary

APPENDIX A

PARAPROFESSIONALS' SALARY GUIDES

2003-2004			2004-2005			2005-2006		
Step	7 hours	6 hours	Step	7 hours	6 hours	Step	7 hours	6 hours
1	14,721	12,618	1	14,965	12,827	1	15,297	13,112
2	15,267	13,086	2	15,511	13,295	2	15,843	13,580
3	15,840	13,577	3	16,084	13,786	3	16,416	14,071
4	16,439	14,091	4	16,683	14,300	4	17,015	14,584
5	17,067	14,629	5	17,311	14,838	5	17,643	15,123
6	17,725	15,193	6	17,969	15,402	6	18,301	15,687
7	18,413	15,783	7	18,657	15,992	7	18,989	16,276
8	19,135	16,401	8	19,379	16,611	8	19,711	16,895
9	19,891	17,049	9	20,135	17,259	9	20,467	17,543
10	20,683	17,728	10	20,927	17,937	10	21,259	18,222
11	21,512	18,439	11	21,756	18,648	11	22,088	18,933
12	22,381	19,184	12	22,625	19,393	12	22,957	19,677
13	23,291	19,964	13	23,535	20,173	13	23,867	20,457
14	24,245	20,781	14	24,489	20,991	14	24,821	21,275

All positions in the unit shall be compensated according to the above guide. All full time paraprofessionals in the unit, whether 7 or 6 hours, who have had 15 years of continuous service in the district as a Paraprofessional, calculated from the date of employment, shall be eligible for annual longevity compensation in the amount of \$366 during the 2003-2004 school year, \$461 during the 2004-2005 school year, and \$532 during the 2005-2006 school year.

Part-time Paraprofessionals shall be compensated on the above 7 hour schedules on a pro rata basis by time worked, and are eligible for longevity on a pro rata basis by time; provided, however, that part-time assistants who were employed on or before May 6, 1998, working a 5 hour schedule shall be eligible for full longevity without pro ration if they otherwise satisfy the continuous service requirement.

HOPEWELL VALLEY REGIONAL SCHOOL DISTRICT
GRIEVANCE REPORT

- 1. Distribution of form: a. Superintendent b. Principal c. HVSS President d.
- 2. If additional space is needed, attach additional sheets.

Name of Grievant: _____ **Assignment:** _____
Building: _____ **Date filed:** _____

Step I

- A. Date Cause of Grievance Occurred: _____
- B. 1. Statement of Grievance: _____
 2. Relief Sought: _____
 Signature: _____
- C. Disposition by Principal: _____ Date: _____
 Signature: _____
- D. Position of Grievant: _____ Date: _____
 Signature: _____

Step II

- A. Date Received by Superintendent or Designee: _____
- B. Disposition of Superintendent or Designee: _____

 Signature: _____
- C. Position of Grievant: _____ Date: _____
 Signature: _____

Step III

- A. Date Received by President of Board or Designee: _____
- B. Disposition of Board: _____

 Signature: _____
- C. Position of Grievant: _____ Date: _____
 Signature: _____

Step IV

- A. Date Submitted to Arbitration: _____
- b. Disposition and Award of Arbitrator: _____

**Memorandum of Understanding Regarding
Health Insurance Premiums**

1. The Board and the Hopewell Valley Support Staff Association (HVSSA) are parties to a “Memorandum of Settlement” dated June 22, 2001 and are desirous of putting in place certain covenants and understandings as an Appendix to their collective bargaining agreement.
2. The Board and the HVSSA have engaged in collective bargaining and have reached agreement with respect to all issues outstanding between them. This memorandum is intended to memorialize the current practice relating to calculation of the paraprofessionals share of health insurance premiums, for purposes of implementing Article XII, Section A5 of the Collective Bargaining Agreement (CBA) between them.
3. Major medical insurance coverage was previously written and invoiced as an integral part of each plan offered to paraprofessionals under paragraphs A3 and A2 of Article XII of the CBA. The present method of calculating each paraprofessional’s share of premium and the Board’s share, pursuant to paragraph A5 of Article XII of the CBA, is set forth below, and shall continue during the term of the CBA.

Individual Coverage under BC/BS Managed Care Plan

- A. The total annual premium rate for a single individual’s coverage under the managed care program (to become the BC/BS Direct Access Program during the term of the CBA) offered under paragraph A, Article XII of the CBA shall be allocated as follows: 22.2% to major medical coverage, and 77.8% to basic hospitalization coverage.
- B. The paraprofessional contribution for single individual coverage shall be 5% of the amount allocated to basic hospitalization coverage under the above subparagraph a.
- C. The Board’s contribution for single individual coverage shall be the sum of (i) 95% of the amount allocated to basic hospitalization coverage under subparagraph a., and (ii) 100% of the amount allocated to major medical coverage under the above subparagraph a.

Other Coverages Under the BC/BS Managed Care Plan

- D. The total amount premium rate for each other coverage (h/w, parent & child, family) under the managed care program (to become the BC/BS Direct Access Program during the term of the CBA) offered under paragraph A of Article XII of the CBA shall be allocated as follows: 22.2% to major medical coverage, and 77.8% to basic hospitalization coverage.

- E. The paraprofessional contribution for each such selected coverage shall be the sum of (i) 5% of the amount allocated to basic hospitalization coverage under the above subparagraph d and (ii) the difference between the amounts allocated to major medical coverage under paragraphs a and d (i.e., the paraprofessional pays nothing toward the amount equivalent to individual major medical coverage, but does pay any premium charged above individual major medical for more extensive major medical coverages.)
- F. The Board's contribution for each such selected coverage shall be the sum of (i) 95% of the amount allocated to basic hospitalization coverage under subparagraph d and (ii) 100% of the amount allocated to major medical coverage under the above subparagraph a.

Coverages Under the HMO Plans

- G. The total annual premium rate for each coverage selected (single, h/w, parent & child, or family) under either of the HMO plans shall be compared with the amount of the Board's contribution for the equivalent coverage (single, h/w, parent & child, or family) under the BC/BS managed care plan, as determined by the above subparagraphs a through f.
- H. The paraprofessional contribution for the selected HMO coverage shall be required only where the HMO total annual premium rate exceeds the amount of the Board's contribution for equivalent coverage under the BC/CS managed care plan, and the amount of the paraprofessional's contribution shall be equal to the amount of such excess cost.
- I. The Board's contribution for the selected HMO coverage shall be equal to the lesser of (i) the amount of the total annual premium for such coverage or (ii) the amount of the Board's contribution for equivalent coverage under the BC/CS managed care plan. The amount of the Board's contribution shall not exceed the amount of the Board's contribution for equivalent coverage under the BC/CS managed care plan.