

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF THE

**NORTHERN BURLINGTON COUNTY
REGIONAL SCHOOL DISTRICT**

AND THE

**NORTHERN BURLINGTON COUNTY
REGIONAL CHILD STUDY TEAM**

2010-2013

ARTICLE I
RECOGNITION

Unit

The Board of Education of the Northern Burlington County Regional School District hereby recognizes the Northern Burlington County Regional Child Study Team as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified Child Study Team members.

ARTICLE II
NEGOTIATION PROCEDURE

A. Deadlines

The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on terms and conditions of Child Study Team members' employment. The Child Study Team Association shall submit a written proposal to the Board by November of the pre-contract year.

When agreement is reached on terms and conditions of employment as described, it shall be embodied in writing and signed by the authorized representatives of the Board of Education and the majority representative.

B. Negotiating Committee

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

C. Recorder

A recorder shall be present at all meetings to provide accurate minutes of proceedings. These minutes shall be signed by the chairperson of the parties, attesting to their accuracy. The cost of said recorder shall be shared by both parties. This requirement may be waived upon agreement by both parties.

D. Review

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

E. Modifications

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

F. Continuation of Present Rules

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

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

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

a. The failure or refusal of the Board to renew a contract on a non-tenured employee.

b. In matters where a method of review or appeal is prescribed by law, or by any rule, regulation or decision of the State Commissioner of Education or the State Board of Education. However, a party shall have the option of processing a grievance at the appropriate level up to Level IV rather than pursue a method of review or appeal as prescribed by law or by rule, regulation, or decision of the State Commissioner of Education or the State Board of Education.

If the grievance is not resolved to the party's satisfaction at Level IV, the grievance shall proceed by the method of review or appeal as prescribed by law, or by rule, regulation, or decision of the State Commissioner of Education or the State Board of Education.

c. In matters where the Board is without authority to act.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party of interest" is the person or persons making the claim and the person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. The term "days" when used in this article shall mean days when school is in session.

B. Purpose

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

C. Procedure

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

Level I

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

Level II

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

Level III

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

Level IV

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

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

-3-

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

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

ARTICLE IV CHILD STUDY TEAM EVALUATION

A. Evaluation by Certified Supervisors

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

B. Complaints Regarding Child Study Team

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

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

ARTICLE V WORK YEAR

The Child Study Team work year shall not be more than 210 days for the L.D.T.C., Psychologist and Social Worker.

The work year will begin July 1st and end June 30th.

ARTICLE VI

WORKING HOURS

- A. The Child Study Team in-school work day shall be 7:30 a.m. to 3:30 p.m. for the L.D.T.C., Psychologist, and Social Worker. This shall include a duty-free lunch.

A part-time Child Study Team member may be assigned a prorated percentage of the work year and summer time work. All leave days other than sick days will be prorated.

Part-time employees shall be eligible for health benefits pursuant to the number of qualifying hours in the plan.

-4-

B. Extra Duty

When a full-time Child Study Team Member has been absent from work for 15 consecutive work days, the remaining Middle School or High School team members will assume the duties of case management as scheduled by the Director of Special Services. The case management duties will be split equally between the remaining full-time Middle School or High School team members. Each team member assigned additional case management duties will be compensated at the rate of \$45.00 per day for this additional work.

C. Meetings

1. Child Study Team members may be required to arrive before or remain after the regular work day, without additional compensation for the purpose of attending faculty or other professional meetings three (3) days each month. Such meetings may extend the work day up to 45 minutes without additional compensation. If additional time is needed, by mutual agreement, the time may be extended. Professional meetings include, but are not limited to: departmental, individual or group meetings with the administration. Staff development or in-service days do not constitute a meeting under this provision if held during the normal work hours. Emergency meetings may be called when necessary.

2. Child Study Team Members may be required to attend no more than four (4) evening assignments each school year without additional compensation.

ARTICLE VII
ADDITIONAL CHILD STUDY TEAM DUTIES

Any child Study Team member who is requested to work beyond the established school year or accepts an assignment in excess of the maximum is to have pay calculated by the following formula. In any situation in which a Child Study Team member's pay is to be reduced, it is to be reduced by the following formula:

1. A day's pay shall be 1/210 for all Child Study Team members.
2. Contracted salary shall be the salary entered upon each employment contract to each member of the Child Study Team issued by the Board.

ARTICLE VIII
LEAVES OF ABSENCE

A. Sick Leave

1. Any full-time Child Study Team member shall received eleven (11) sick days each year.

The part-time Child Study Team employee will have ten (10) sick days each year.

-5-

2. Any Child Study Team member who uses three (3) or less sick leave days in any year will accumulate an additional two (2) sick leave days.

3. Anyone who is unable to report to work in time for the start of the work day, or who must leave work before the end of the work day (as outlined in Article IV A-2) shall be charged leave in accordance with the following schedule:

a. present at work at least 7 periods, with an administrative approval due to unforeseen emergent reasons, no charge.

b. present at work less than 7 but at least 5 periods, one-half (1/2) day charge.

c. present at work less than 5 periods, one (1) day charge.

• approval will not be unreasonably withheld.

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

for days 1 to 200: forty dollars (\$40) per day

for days 201+: one hundred dollars (\$100) per day

The maximum pay out to any one member shall be capped at fifteen thousand dollars (\$15,000).

The payout shall be made in two (2) equal installments over a two (2) year period according to the following schedule:

First payment: within thirty (30) days of actual retirement;

Second payment: on January 15th of the next calendar year following retirement.

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

B. Jury Duty

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

C. Temporary Leaves of Absence

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

a. Three (3) days for personal, legal, religious, business, household, or family matters which

require absence during school hours.

Application to the administration shall be made twenty-four (24) hours in advance, except in case of emergency, and the reason for taking such leave other than it is being taken under this category shall not be stated.

-6-

Except in the case of an emergency, no personal leave shall be granted the day before or the day after a holiday. If an emergency does occur the day before or the day after a holiday, the circumstances of the emergency must be stated.

b. Unused personal days shall be accumulated from year to year. Maximum personal days in any given year will be five (5).

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

a. Five (5) days at any one time and per occurrence in the event of death of spouse, child, parent, or sibling.

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

b. Three (3) days per year in the event of serious illness of the spouse, child, parents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren for which the C.S.T. member is legal guardian.

3. Other leaves of absence may be granted by the Board for good reasons.

D. Extended Leaves of Absence

1. Military leave without pay shall be granted to any Child Study Team member who is inducted or enlists in any branch of the armed forces of the United States for the period of the induction or initial employment.

2. Pregnancy leaves will be granted in adherence to the guidelines set forth by the New Jersey Division of Civil Rights.

3. Other leaves of absence without pay may be granted by the Board for good reason. All extensions or renewals shall be applied for and granted or rejected in writing.

E. Administrative Leave

One (1) paid administrative leave day will be granted after six (6) months of service. All administrative leave day

requests are subject to approval by the immediate supervisor and the Superintendent of Schools. Administrative leave days will not be accumulated from year to year.

-7-

ARTICLE IX
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 Child Study Team. 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 teach year of this agreement, bargaining unit members, who are eligible for levels of coverage in the health insurance program 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 received 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 insurance program. The date of reimbursement shall be June 30. The employee's opt-out form is available through the Business Office.

B. Dental Insurance

1. The Board will pay the premium of the New Jersey Blue Shield Dental program, at the going family rate, for the complete "100+ Program." This program includes Preventive/Diagnostic Services and Treatment/Therapy Services and the following

riders: Treatment Services Plus, Prosthodontics, Periodontics, Orthodontics, Inlays/Crowns, and Oral Surgery. Effective July 1, 1997, the yearly maximum under the dental plan shall increase to \$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.

-8-

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. 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.

- D. The health benefit medical and prescription plans shall be changed by July 1, 2010, or as soon as possible thereafter, to the School Employees Health Benefit Program.

- E. Effective July 1, 2010, each employee shall contribute 1.50% of pensionable salary annually towards the cost of health benefits through payroll deduction.

F. Disability

For Child Study Team members who have completed ten(10) years of service to the District and have exhausted accumulated sick leave, the Board agrees to pay for present medical and dental insurance for one (1) month. For each additional year of service to the district, the Board will pay an additional one (1) month for a maximum of one (1) year.

G. Medical and Dental After Retirement

1. The Board of Education agrees that any Child Study Team member after fifteen (15) years of continuous employment within the district and who retires from the teaching profession, said Board of Education will pay for the Blue Cross/Blue Shield, Rider "J", Major Medical, Dental Program, and Prescription Plan for a five (5) year period provided that the employee is not eligible to be enrolled in the New Jersey State Health Benefits Program as part of his/her retirement benefits.

2. The Board of Education further agrees to allow any Child Study Team member the right to reimburse the Board of Education for all medical and dental insurance paid on their behalf for a total of five (5) additional years or for a period of time until he/she reaches 65 years of age after retirement.

H. Tuition Reimbursement for Graduate Credits

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

1. Graduate school courses must be within the field of education and have relevance to the curriculum of the Northern Burlington County Regional School District.
2. The Superintendent shall deem the relevance of the graduate school course prior to recommending tuition reimbursement.

Child Study Team members become eligible for tuition reimbursement after completing their first year of service to the district.

-9-

3. The Board of Education is held save-harmless in all matters related to the pursuit of graduate school courses.
4. The Board of Education shall reimburse the Child Study Team member for expended tuition in the following manner:
 - a. for an earned grade of "A" 100%
 - b. for an earned grade of "B" 75%
 - c. No reimbursement for an earned grade of "c" or less.
 - d. A one-time \$500.00 award for the attainment of a Master's and/or Doctoral Degree in Education, earned after July 1, 1989.
 - e. All requests for tuition reimbursement or award(s) must be accompanied by an official transcript from the university or college attended and verification of payment for the course.
 - f. Ungraded courses will be paid at an earned grade of "B".
 - g. Correspondence or video courses shall not be deemed acceptable.
 - h. Distance learning courses will be acceptable for reimbursement and movement on the guide if approved by the Superintendent pursuant to this provision and only if the distance learning course is at a graduate level.
 - i. Child Study Team members shall be reimbursed pursuant to the following timetable, provided that the Child Study Team member is still in the employ of the Board on the date reimbursement is due.

All requests for reimbursement are due the preceding July 1st. Late requests will not be honored.

5. The maximum expenditure by the Board of Education for tuition reimbursement in any one school year shall be \$3,500. The following formula will apply:

- a. Total Board Funds/Total Cost of Tuition = Tuition Rate of Reimbursement. (e.g. If 4 members complete 5 courses from July 1, 2006 through June 30, 2007 and the total tuition dollars spent equaled \$7,350, the rate of reimbursement would be \$3,500/\$7,350 or .476%)
- b. No member will receive more reimbursement than the prorated amount due.

APPENDIX "A"

<u>Child Study Team</u>								
2010-2011			2011-2012			2012-2013		
Step	MA	MA+15	Step	MA	MA+15	Step	MA	MA+15
A - 1	\$ 68,787	\$ 69,537	A - 1	\$ 70,655	\$ 71,405	A - 1	\$ 72,666	\$ 73,416
B - 2	\$ 69,287	\$ 70,037	B - 2	\$ 71,155	\$ 71,905	B - 2	\$ 73,166	\$ 73,916
C - 3	\$ 69,809	\$ 70,559	C - 3	\$ 71,677	\$ 72,427	C - 3	\$ 73,688	\$ 74,438
D - 4	\$ 70,331	\$ 71,081	D - 4	\$ 72,199	\$ 72,949	D - 4	\$ 74,210	\$ 74,960
E - 5	\$ 70,853	\$ 71,603	E - 5	\$ 72,721	\$ 73,471	E - 5	\$ 74,732	\$ 75,482
F - 6	\$ 71,982	\$ 72,732	F - 6	\$ 73,850	\$ 74,600	F - 6	\$ 75,861	\$ 76,611
G - 7	\$ 73,185	\$ 73,935	G - 7	\$ 75,053	\$ 75,803	G - 7	\$ 77,064	\$ 77,814
H - 8	\$ 74,185	\$ 74,935	H - 8	\$ 76,053	\$ 76,803	H - 8	\$ 78,064	\$ 78,814
I - 9	\$ 75,186	\$ 75,936	I - 9	\$ 77,054	\$ 77,804	I - 9	\$ 79,065	\$ 79,815
J - 10	\$ 76,186	\$ 76,936	J - 10	\$ 78,054	\$ 78,804	J - 10	\$ 80,065	\$ 80,815
K - 11	\$ 77,186	\$ 77,936	K - 11	\$ 79,054	\$ 79,804	K - 11	\$ 81,065	\$ 81,815
L - 12	\$ 78,221	\$ 78,971	L - 12	\$ 80,089	\$ 80,839	L - 12	\$ 82,100	\$ 82,850
M - 13	\$ 79,367	\$ 80,117	M - 13	\$ 81,235	\$ 81,985	M - 13	\$ 83,246	\$ 83,996
N - 14	\$ 80,627	\$ 81,377	N - 14	\$ 82,495	\$ 83,245	N - 14	\$ 84,506	\$ 85,256
O - 15	\$ 81,887	\$ 82,637	O - 15	\$ 83,755	\$ 84,505	O - 15	\$ 85,766	\$ 86,516
P - 16	\$ 83,148	\$ 83,898	P - 16	\$ 85,016	\$ 85,766	P - 16	\$ 87,027	\$ 87,777
Q - 17	\$ 84,408	\$ 85,158	Q - 17	\$ 86,276	\$ 87,026	Q - 17	\$ 88,287	\$ 89,037
R - 18	\$ 85,859	\$ 86,609	R - 18	\$ 87,727	\$ 88,477	R - 18	\$ 89,738	\$ 90,488
OG	\$ 84,378		OG	\$ 85,628		OG	\$ 86,628	
OG		\$ 93,123	OG		\$ 94,373	OG		\$ 95,373

NOTE: All employees move up one (1) step on the guide each year except those employees on an Off-Guide (OG) step. No employees move to the Off-Guide steps.

- B. Full credit for United State Military Service up to but not exceeding four (4) years.
- C. A Child Study Team member will receive an additional three hundred dollars (\$300) for earning a Master's degree plus thirty (30) credits.

RATIFICATION

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

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

By: _____ Date:

NORTHERN BURLINGTON COUNTY REGIONAL CHILD STUDY TEAM

By: _____ Date:

Meghan Brennan

April Hayes

Helen LaSorda

Robert Platt

Brenda Sutter

Amelia Tahaney

