

AGREEMENT

between the

**BOARD OF EDUCATION OF THE MERCER COUNTY
SPECIAL SERVICES SCHOOL DISTRICT**

**MERCER COUNTY SPECIAL SERVICES
PRINCIPALS AND SUPERVISORS ASSOCIATION**

Covering the period

July 1, 2019 through June 30, 2022

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PREAMBLE

This Agreement entered into this 1st day of July 2019, by and between the Board of Education of the Mercer County Special Services School District (hereinafter referred to as the "Board") and the Mercer County Special Services Principals, and Supervisors Association (hereinafter referred to as the "Association").

ARTICLE I

- 1.1 The Board hereby recognizes the Mercer County Special Services Principals, and Supervisors Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following personnel under contract by the Board:

Principals Supervisors

but excluding coordinators, directors and other central office administrators.

- 1.2 Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement shall refer to all members included in the unit as defined above and references to "employees" shall be deemed to include both male and female. When the terms "principal(s)", and "supervisor(s)" are used in this Agreement, they shall refer only to the named category of employee.

ARTICLE II GRIEVANCE PROCEDURE

2:1 Definition

- 2:1.1 "Grievance" is a claim by an employee based upon an interpretation, application or violation of this Agreement. Board policies or administrative decisions affecting the terms and conditions of the employment of said employee. As used in the Article, the term "employee" shall mean (a) an individual employee, (b) a group of employees having the same grievance, (c) the Association.

- 2:1.2 A grievance to be considered under this procedure must be initiated by the employee at the discussion level of Step 1 within twenty-five (25) school days of its occurrence.

2:2 Procedure

- 2:2.1 Failure at any step in this procedure to appeal a decision respecting a grievance to the next step within the specified time limits shall be deemed to be acceptance of the un-appealed decision.

2:2.2 It is understood that employees 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 be fully determined.

Step I

2:2.3 Any employee who decides either alone or with assistance of the Association that he/she has a grievance shall discuss it with his/her immediate supervisor in an attempt to resolve the matter informally at that level. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, or no decision is rendered within ten (10) school days of such discussion, the employee shall set forth his/her grievance in writing to his/her immediate supervisor, specifying:

- a. The nature of the grievance and the date of its occurrence.
- b. The results of the previous discussion.
- c. His/her dissatisfaction with the decisions previously rendered.
- d. Relief sought.

The immediate supervisor shall communicate his/her decision to the grievant and his/her representative in writing within seven (7) school days of receipt of the written grievance.

Step II

2:2.4 The employee no later than fifteen (15) school days after the receipt of the immediate supervisor's decision may appeal the immediate supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent of Schools shall be made in writing within a period not to exceed fifteen (15) school days. The Superintendent shall communicate his decision in writing to the employee, immediate supervisor and the Association. If the grievant or the Association requests a meeting at the Superintendent's level, the Superintendent or his/her representative shall conduct a meeting and render a decision within the time limits set forth herein.

Step III

2:2.5 If the grievance is not resolved to the employee's satisfaction, he/she, no later than fifteen (15) school days after receipt of the Superintendent of School's decision, may appeal to the Board by submission in writing through the Superintendent of Schools who shall forward the appeal within seven (7) school days of his/her receipt, to the Board. The Board shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a written decision in any case within fifteen (15) school days of the receipt of such grievance by the Board, or within fifteen (15) school days of the date of the hearing with the employee, whichever comes first.

**ARTICLE III
ASSOCIATION RIGHTS**

3:1 Use of Building

The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings.

3:2 Use of Equipment

The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. No equipment shall be removed from school property without permission of the Superintendent or designee. The Association shall pay for the reasonable costs of all material and supplies incident to such use and shall pay for any damage to, or loss or theft of school property while being used by the Association.

3:3 The Association shall have the right to use district email and interschool mail for Association related purposes only.

**ARTICLE IV
EMPLOYEE WORK YEAR**

4:1.1 When the efficient and effective completion of the regular or assigned responsibilities of an employee necessitate his/her presence on school property, the employee shall be considered engaged in his/her regular or assigned duties.

4:1.2 All positions covered under this contract shall be employed on a twelve (12)-month contractual basis July 1 to June 30.

4:1.3 Twelve month supervisors will receive vacation, sick and personal time equivalent to any other twelve month employee in this contract. Employees working less than twelve months will receive sick and personal time on a pro-rated basis based on the percent of time hired and the number of months working.

**ARTICLE V
WORK HOURS AND WORK LOAD**

5:1.1 Compensation for services provided which are separate from contractual obligations shall be based on rates approved by the Board of Education, unless covered by other sections of this agreement.

**ARTICLE VI
VACATION/HOLIDAY TIME**

6:1 Vacation

- 6:1.1 Twelve (12) month employees shall receive twenty-two (22) vacation days per year. A year is defined as the period of July 1-June 30. Twelve (12) month employees who terminate employment prior to June 30, will have their vacation prorated at the rate of 1.83 days per full calendar month worked that year.
- 6:1.2 Vacation days not used may be credited for succeeding years except that no employee may carry more than twenty-two (22) unused vacation days on June 30 of any year.
- 6:1.3 Use of vacation credit shall be subject to the approval of the Superintendent. Scheduling of vacation time shall be subject to the needs of the district, the need for an employee's service and the interrelationship of vacation schedules of all employees.
- 6:1.4 No vacation credit shall be granted for periods of unexcused absence or leave without pay.
- 6:1.5 Upon retirement or death, an employee or the employee's estate will be compensated for accrued vacation days at their current per diem rate.
- 6:1.6 Employees may elect to have the Board purchase accrued vacation time, and must apply in writing by April 30th, on forms provided by the Board. Effective July 1, 2013, the Board may buy back the following vacation days at the current per diem rate:

Employees hired prior to July 1, 2013	
Years in district as a Principal or Supervisor	Number of Days
After two years	10
Employees hired July 1, 2013 or later:	
Years in district as a Principal or Supervisor	Number of Days
After two years	8

6:2 Holidays

- 6:2.1 Holidays for twelve-month employees shall be legal and other holidays declared by the Board of Education. There will be a minimum of sixteen (16) holidays per year.
- 6:2.2 If any of the days described in section 6:2.1 are used for student or teacher sessions, another day shall be given in lieu of the holiday.

**ARTICLE VII
LEAVES OF ABSENCE**

7:1 Sick Leave

7:1.1 All twelve-month employee will receive fourteen (14) sick days each year. Employees working less than twelve months will receive sick time on a pro-rated basis on the percent of time hired and the number of months worked.

7:1.2 Employees hired after July 1, 2007 will not be able to bring unused accumulated sick leave from their previous school district. However, upon beginning in the unit they will receive the prescribed number of sick days, and in the case of a catastrophic illness, will be eligible to receive up to 50 days from the district sick bank. The bank available would be reduced each successive year as the employee is given their contractual sick leave days, until the employee has been given 50 contractual sick leave days.

7:1.3 Employees who work with the District for twelve (12) or more years and who retire with a TPAF or PERS pension shall receive fifty percent (50%) of their accumulated sick leave at their daily rate of pay as follows:

- (a) Employees hired before July 1, 2007 up to a maximum of twenty-two thousand dollars (\$22,000).
- (b) Employees hired on or after July 1, 2007 up to a maximum of fifteen thousand dollars (\$15,000).

7:1.4 Credit for sick leave accumulated during the fiscal year of retirement shall be limited to prorating the number of annual days available versus the number of days employed during the fiscal year. Twelve (12) month employees shall receive 1.16 sick leave days per full month worked.

7:1.5 The Board shall pay to each employee or his/her estate an amount of pay for unused accumulated sick leave under the conditions of 7:1.3 and 7:1.4

7:2 Personal Leave

7:2.1 All twelve (12) month employees shall be allowed four (4) days personal leave with full pay per year. Employees working less than twelve months will receive personal days on a pro-rated basis based on the percent of time hired and the number of months worked.

7:2.2 Requests for leave are subject to the advance approval of the superintendent.

7:2.3 All personal leave days which are not used by the employee during that year, will be converted to sick leave and added to the employees accumulated sick leave account.

7:3 Disability Due to Pregnancy

- 7:3.1 Pregnant employees shall apply for a disability leave of absence. Such leave may be granted commencing with the period of actual disability and terminating with the end of disability. The following conditions shall apply to pregnancy disability leaves.
- 7:3.2 The employee shall notify the Superintendent of her pregnancy as soon as possible after medical confirmation.
- 7:3.3 Upon request of the Board, request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
- 7:3.4 Exact dates of leave will be arranged with consideration of both medical evidence and administrative feasibility. The Board of Education reserves the right to regulate the termination dates of anticipated disability leaves in order to preserve educational continuity. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave during the period of actual disability.
- 7:3.5 A statement from a physician certifying that an employee is physically able to return to duty may be required by the Board before the employee is permitted to return from maternity leave.
- 7:3.6 An employee's return date to employment may be extended for a reasonable period of time at her request and upon approval by the Board for reasons associated with pregnancy, birth or related medical issues.
- 7:3.7 A disability leave of absence may not be extended beyond the end of the school year in which the leave is obtained.
- 7:3.8 Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely because there has not been a certain time lapse between the birth and her desired date of return.
- 7:3.9 No employee shall be removed from her duties during pregnancy except upon the following reasons:
- a. The Board has found that her performance has noticeably declined.
 - b. The pregnant employee is found to be medically unable to continue working by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board of Education and the employee.
- 7:3.10 An employee granted disability leave may, at her discretion, elect to use all or part of her accumulated sick leave during the period of actual disability and receive full pay and benefits.

7:4 Childcare Leave

7:4.1 The Board shall grant voluntary unpaid leaves of absence for the purpose of childcare of an infant to those employees who fulfill the requirements set out below. Approval is conditioned upon adequate staffing as determined by the Board of Education.

7:4.2 Childcare leaves shall begin either:

- a. At the beginning of a school year and prior to the beginning of the actual disability;
- b. Immediately following the pregnancy disability period; or
- c. At a date during the school year, upon request of the employee and with the approval of the administration to minimize disruptions in the continuity of the educational program.

Childcare leaves shall normally terminate at the end of the school year in which they begin. An earlier termination date may be established at the request of the employee and with the approval of the administration; such date shall be set by the administration to minimize disruptions in the continuity of the educational program.

7:4.3 Extensions of childcare leave may be for one-half school year or one full school year at the request of the employee and the approval of the Board. Extensions beyond one full year will only be granted in extreme emergencies at the discretion of the Board. Commencement and termination dates shall be agreed upon between the Board and the employee, and shall be set to minimize disruptions to the continuity of the educational program. Such extensions shall be available only to tenured employees.

7:4.4 An employee desiring unpaid leave of absence shall apply no less than ninety (90) calendar days before the anticipated delivery date of the infant. Said application shall not constitute a waiver of the rights outlined in 7:3.10 above.

7:4.5 In the case of an adoption, notice shall be given to the employee's supervisor when the employee is approved by the adopting agency. In cases of adoption, application shall be made for a specific leave period as soon as the employee is informed of the anticipated date of physical custody of the child.

7:4.6 To be eligible for a salary increment, an employee must work at least ninety (90) days in the school year that the leave commences or terminates.

7:4.7 An employee, on a voluntary unpaid leave of absence, shall not be eligible to receive or accrue benefits except as statutorily required.

7:4.8 Employees on childcare leave shall notify the Board of their intent to return following their leave no later than seventy-five (75) calendar days prior to the scheduled end of their leave.

Tenured administrators requesting an extension under 7:4.3 above, shall submit their request no later than seventy-five (75) calendar days prior to the scheduled end of their leave.

7:5 Bereavement Leave

7:5.1 Leave of absence without loss of pay not exceeding ten (10) days per year shall be granted for the following purposes subject to the limitations per category stated herein.

- a. Leaves of absence without loss of pay not to exceed eight (8) days per year with no more than five (5) for a single occurrence shall be granted when a death occurs in the immediate family. Immediate family is defined to mean: spouse, civil union partner, parent, step-parent, parent-in-law, child, step-child, son/daughter-in-law, sibling, sibling-in-law, grandparent, grandchild, and/or any other member of the employee's immediate household.
- b. Two days leave of absence per year without loss of pay to attend a funeral of a close friend or relative not a member of the "immediate family" shall be granted upon request, not to exceed more than one day per occurrence.
- c. Additional days with pay may be granted by the Superintendent when unfortunate circumstances may warrant additional days. Decisions rendered by the Superintendent under this section shall be final and binding.

7:6 An employee may request leave without pay, but the Board determination shall be final and binding.

7:7 All employees shall be granted two (2) family illness days with full pay in any fiscal year for the employee to care for a sick spouse, civil union partner, parent, step-parent, parent-in-law, child, step-child, son/daughter-in-law, sibling, sibling-in-law, grandchild, grandparent, and/or any other member of the employee's immediate household. Upon request, the employee shall furnish appropriate documentation to demonstrate the need for the employee's use of family illness leave. Family illness days accumulate to a maximum of five (5) and are not payable as accumulated sick leave to the estate of a deceased employee or upon the employee's termination, retirement or disability.

7:8 Procedure

7:8.1 All applications for leave shall be presented on-line using the Aesop attendance system or other attendance system approved by the Board. Additionally, sick leave and bereavement leave shall also be made by telephone notice to the Superintendent's office prior to the start of the day where the opportunity for prior written application is not feasible.

7:8.2 Reduction of 1/20th of the monthly salary shall be made for each day of unexcused absence.

7:8.3 Abuse of sick leave and other absences shall be subject to disciplinary action.

ARTICLE VIII EMPLOYMENT AND PROMOTIONS

- 8:1. Opportunity will be given to an employee to apply for available positions in the district by posting notices in the district's school buildings.
- 8:2 Notice of any vacancies shall be posted in each Main Office of each building used by the District at least ten (10) days before the final date by which applications must be submitted. Any copy of said notice shall be mailed to the Association President.
- 8:3 All contracts for professional staff shall contain a mutual severance notice clause of sixty calendar days.

ARTICLE IX USE OF AUTO

- 9:1.1 Approved use of personal autos for district business shall be reimbursed at the current State approved rate.

ARTICLE X PERSONNEL AND PROPERTY INTERESTS

- 10:1 The Board of Education and the Association recognize the mutual rights and responsibilities of the Board and its employees pursuant to N.J.S.A. 18A:6-1.
- 10:2 The Board shall reimburse employees for the costs of replacement or repair of any clothing, eyeglasses, contact lenses or other personal property on the person damaged or destroyed by a student or stolen by a student or other person while the employee was acting in the discharge of his/her duties within the scope of his/her employment but such reimbursement shall not exceed \$400.00 per occurrence. No reimbursement shall be made for stolen money or jewelry other than watches. In order to claim reimbursement for stolen property, an employee must have:
- a. submitted a police report, and
 - b. submitted an insurance claim.

Reimbursement for stolen property will be limited to \$200.00. Employees shall exercise good judgment in the choice of clothing and other personal property worn during professional activities. Vandalism against employee automobiles caused by district students when the automobile is in a parking lot designated for district use or parked in the street when no lot is available, is also reimbursable under this section to the maximum of \$400.00 per occurrence or to the amount of the deductible under the employee's auto insurance, whichever is less. An incident report indicating the place, date, time, witnesses, and other individual(s) responsible must be filed along with the request for any reimbursement under this section.

ARTICLE XI INSURANCE PROTECTION

11:1 Insurance Protection

- 11:1.1** Consistent with applicable law and regulations, employees who are eligible for and elect to receive Benefits shall contribute toward the cost of the premium for such Benefits as required by law. Consistent with applicable law and regulations, the Board will pay for the remainder of the cost of the premium for such Benefits as allowed under a plan or its equivalent.
- 11:1.2** Consistent with applicable law and regulations, the Board shall offer a flexible spending account plan ("FSA Plan") for participation by all employees. The terms and conditions of the FSA Plan will be determined by the designated FSA Plan administrator/provider.
- 11:1.3** The Board shall provide health insurance benefits through the School Employee Health Benefits Program (SEHBP) of Direct Ten or its equivalent, and current HMO choices or their equivalent and NJ Direct High Deductible Plans.
- 11:1.4** The Board shall provide a prescription drug plan, with contraceptives, to employees and their dependents. The co-pay shall be \$10.00 generic, \$5.00 mail order and \$15.00 name brand.
- 11:1.5** The Board shall pay all dental premiums for all employees. The dental rider regarding the maximum annual benefit shall be Fifteen Hundred (\$1,500.00) Dollars.
- 11:1.6** The Board agrees to continue to pay the full cost of Disability Income Protection. It is understood that the plan benefits and rates shall be at least equal to that provided under the New Jersey Temporary Disability Benefits Law as mandated by

N.J.S.A. 43-21-42.

11:1.7 Health Insurance Waiver Incentive Payments

Subject to restrictions involving multiple coverages pursuant to applicable law and regulations, the Board will make the following payments to employees who voluntarily waive their medical, prescription and/or dental insurance coverage.

	<u>Medical</u>	<u>Prescription</u>	<u>Dental</u>
Single	\$1,000	\$ 400	\$ 150
Parent/Child	\$1,500	\$ 600	\$ 250
Husband/Wife	\$2,000	\$ 800	\$ 350
Family	\$3,000	\$1,000	\$ 350

Payments will be made in two (2) equal parts in December and in May, based on proof of alternate coverage. The December payment will reflect any eligible months from July 1st through December 31st. The May payment will reflect any eligible months from January 1st through June 30th. Re-enrollments in any of the plans will be governed by the rules of the carrier. Employees that choose the cash option must reapply each year. Proof of other coverage must be submitted with each request for the cash option. Employees will be eligible for immediate re-enrollment due to life circumstance changes.

The Board will create and maintain Section 125 programs for participants. Requests for payment will be made in accordance with the rules set forth by the Board of Education.

ARTICLE XII MISCELLANEOUS PROVISIONS

12:1 Separability

12:1.1 If any provision of this agreement or any application of this Agreement is held to be contrary to 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.

12:2 Compliance Between Individual Contract and Master Agreement

12:2.1 Any individual contract between the Board and any individual employee heretofore or hereinafter 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 shall be controlling.

12:3 Printing Agreement

12:3.1 Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within sixty (60) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, or hereinafter employed.

12:4 Notice

12:4.1 Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions(s) of this Agreement, either party shall do so by email or registered letter at the following addresses:

- a. If by the Association to Board;
Mercer County Special Services School District
1020 Old Trenton Road, Second Floor
Hamilton, New Jersey 08690
- b. If by Board to Association;
Home address of the MCSSPSA President

**ARTICLE XIII
SALARIES**

13:1 The salaries of all employees covered by this agreement are set forth in the schedules and are attached hereto and made part hereof. Salary determination upon initial employment shall be subject to the discretion of the Superintendent and approved by the Board of Education. Salary determination upon initial employment shall be within the minimum and maximum salary schedules contained in the agreement.

13:2 Employees hired (i.e. on the payroll) before February 1st, shall receive one year of credit for movement the following year. Employees hired on or after February 1st, do not receive any credit for movement the following year.

13:3 Each unit member shall be reimbursed up to the listed yearly dollar contained herein for the cost of tuition for courses, workshops, seminars or conferences, or for the purchase of computers (one per contract cycle) and related tech equipment for professional growth or discharge of duties.

Expenditures must have written approval of the Business Administrator. Purchase orders may be submitted twice per school year (October 1 and March 1) and cannot be open-ended "blanket" purchase orders. Purchase orders will be issued within 45 days of submission. Requisitions are required for specific items

and registrations.

2019-2020	\$1,800
2020-2021	\$2,000
2021-2022	\$2,000

Expenditures described herein must be approved by the Business Administrator (and Board of Education when applicable), prior to attendance or purchase.

Tuition reimbursement shall be at the rate per credit at The College of New Jersey.

For equipment purchased on or after July 1, 2016, an administrator who desires to keep the equipment must pay fair market value, which is computed as follows:

- After one year of use - Full purchase price;
- After two years of use - Two-thirds of purchase price;
- After three years of use - One third of purchase price;
- After four years of use - No charge.

All district information will be cleaned from the technology by the district technology staff at the time of technology replacement or separation from the district.

13:4 The Board of Education will pay one hundred (100%) of the New Jersey Principal and Supervisor Association dues for all bargaining unit members of the New Jersey Principal and Supervisor Association.

13:5 Longevity

All unit employees shall receive annually the listed non- cumulative pensionable amounts in addition to base salary:

5 Years as Administrator in the district	\$1,500
10 Years as Administrator in the District	\$2,400
15 Years as Administrator in the District	\$2,550
20 Years as Administrator in the District	\$2,800

13:6 Employees shall receive a non-pensionable stipend for chaperoning student activities as follows:

\$150 for overnight

The base salary for each member of the unit shall be increased as follows:

2019-2020: 3.50% plus an additional \$10,000 for salary adjustments
2020-2021: 3.50%
2021-2022: 3.50%

SALARY RANGES

2019/2020	Principals	Supervisors
Minimum	\$106,000	\$ 89,500
Maximum	\$160,000	\$136,500
2020/2021	Principals	Supervisors
Minimum	\$108,000	\$ 90,500
Maximum	\$160,000	\$137,750
2021/2022	Principals	Supervisors
Minimum	\$110,00	\$ 91,500
Maximum	\$160,000	\$139,000

**ARTICLE XIV
DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2019 und shall continue until June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the duly authorized officers.

**Mercer County Special Services
Board of Education**

**Mercer County Special Services
Principals/Supervisors Association**




President



President



Secretary



Vice President

Dated: 2/11/2020

Dated: 2/19/2020