

PREAMBLE

This agreement entered into this /th day of August 1995, by and between the Board of Education of the Mercer County Special Services School District (hereinafter the "Board") and the Mercer County Special Services Principals and Vice Principals Association (hereinafter the "Association").

ARTICLE 1
RECOGNITION

1:1 The Board hereby recognizes the Mercer County Special Services Principals and Vice Principals 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
- Vice Principals

but excluding supervisors, 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.

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 unappealed 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 ten (10) 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 ten (10) 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) calendar days of his 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 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 including typewriters, duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. No equipment shall be removed from school property without permission of the immediate supervisor. The Association shall pay for the reasonable costs of all materials 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 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 The Board retains the right to create ten month and twelve month positions and to convert ten month positions to twelve month positions and to convert twelve month positions to ten month positions without negotiations, except that all other terms and conditions of employment must be negotiated with the association.

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.

5:1.2 The Association has the right to reopen this article for negotiations at the completion of the first year of this working agreement 1995-1998.

ARTICLE VI
VACATION/HOLIDAY TIME

6:1 Vacation

6:1.1 Employees shall receive twenty-two (22) vacation days per year. A year is defined as the period of July 1-June 30. 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 forty-four (44) 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 an employee will be compensated for accrued vacation days at their current per diem rate.

6:2 Holidays

6:2.1 Holidays 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 session another day shall be given in lieu of the holiday.

ARTICLE VII
LEAVES OF ABSENCE

7:1 Sick Leave

7:1.1 All employees shall be allowed sick leave with full pay for fourteen (14) days in any school year.

7:1.2 All unused sick leave which an employee has in his/her accumulated sick leave account in other school districts shall be credited to his/her accumulated sick leave account in the Mercer County Special Services School District after certification from the prior employing school district, provided that district certifies that the employee received no terminal compensation based on his/her accumulated sick leave.

7:1.3 The Board shall pay to each employee or his/her estate the amount of \$100.00 per day to a maximum of \$12,000 for unused accumulated sick leave.

7:1.4 Administrators shall be entitled upon retirement to lump sum payment for unused accumulated sick leave days subject to the following conditions:

a. The employee shall have retired from employment with the Mercer County Special Services School District and all employment covered by the New Jersey Teacher Pension Annuity Fund or the New Jersey Public Employees Retirement System.

b. The employee shall have been employed by the Mercer County Special Services School District for at least five full consecutive fiscal years prior to the date of retirement.

c. 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. The employee shall receive 1.16 sick leave days per full month worked.

7:2 Personal Leave

7:2.1 All employees shall be allowed four (4) days personal leave with full pay per year.

7:2.2 Requests for leave are subject to the advance approval of the Superintendent. Personal leave requests for before or after a holiday shall specify the reason for taking the personal day.

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 employee's 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 a 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 causes.

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 teacher.

7:3.10 Any 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 purposes 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.

Child care 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 (1/2) school year or one (1) full school year at the request of the employee and the approval of the Board. Extensions beyond one (1) 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 teachers.

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 9:3.11 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 8:4.3 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 therein:

a. Leaves of absence without the 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: husband, wife, father, mother, brother, sister, son, daughter, spouse's parents and grandparents.

b. Two (2) 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 (1) 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 Procedure

7:7.1 All applications for leave shall be presented in writing on forms provided by the Board, except sick leave and bereavement leave shall be by telephone notice to the Board where the opportunity for prior written application is not feasible.

7:7.2 Reduction of 1/20th of the monthly salary shall be made for each day of unexcused absence.

7:7.3 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 any 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 school center 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 (60) calendar days.

ARTICLE IX
USE OF AUTO

9:1.1 Approve use of personal autos for district business shall be reimbursed at the current IRS rate.

9:1.2 The Board will investigate the feasibility of purchasing a rider to its district insurance policy to cover association members when transporting students, parents, and staff in their personal automobiles. If possible, the policy will go into effect September 1, 1995.

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 for 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 judgement 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 The Board shall provide health care, prescription and dental insurance protection as described hereinafter to employees, their spouses and their dependents, where employees elect to receive, and are eligible for, such protection. Employees hired effective July 1, 1995 shall receive single coverage for their first three (3) years of employment. They may purchase dependent coverage.

11:1.2 The Board shall be required to provide health insurance at a benefit level comparable to the benefit level in effect in 1994-95 modified as follows:

- a. In 1995-96 deductibles shall be \$200 single/\$400 family.
- b. In 1996-97 co-insurance shall be 20% of \$4000.00.
- c. In 1997-98 mandatory second surgical opinion shall be added.

11:1.3 The Board shall provide a prescription drug plan, with contraceptives, to employees and their dependents. The co-pay shall be \$5.00 generic/\$10.00 name brand.

11.1.4 The Board will continue to provide individual and family dental insurance and will pay the premiums for such insurance up to a limit of the premium rates in effect on June 30, 1995. It is understood that those dollar limits will remain in effect upon the expiration of this contract.

11.1.5 The Board agrees to pay the full cost of Washington National Disability and The Sick Leave Coordinated Disability Insurance Plan.

11:1.6 The parties agree to reopen negotiations on this article in the event that any other unionized employees modify any of their negotiated insurance benefits.

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 provision (s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

- a. If by the Association to Board:
Mercer County Special Services School District
1050 Old Trenton Road
Trenton, N.J. 08690
- b. If by Board to Association:
Home address of the 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. Placement on the salary guides upon initial employment shall be subject to the discretion of the Superintendent and approved by the Board of Education.

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

13:3 Employees will be reimbursed for the cost of tuition for courses, workshops, seminars or conferences for professional development. The course, workshop, seminar or conference must be approved by the Superintendent (and Board of Education when applicable), prior to attendance. Tuition reimbursement shall be at the rate per credit at Rutgers, The State University. Total costs will not exceed \$5000.00 in any contract year.

13:4 Employees shall be entitled to one incremental step for experience on salary guides for each full year of satisfactory performance of duties as determined by the Superintendent based on established evaluation procedures and upon approval of the Board.

13:5 Employees may individually elect to have up to ten (10%) percent of their monthly salary deducted from their pay to be deposited in the Mercer County Teachers' Credit Union.

13:6 The Board of Education will pay the professional membership fee of each principal and vice principal to the New Jersey Principal and Supervisor Association.

13:7 Longevity

13:7.1 A longevity factor of 1% of the Principal or Vice Principal annual salary shall be paid to the employees with fifteen (15) years or more in education and upon receiving tenure or successful completion of two (2) years within the Mercer County Special Services School District as a Principal or Vice Principal.

SALARY GUIDE JULY 1, 1995-JUNE 30, 1998

PRINCIPALS

STEP	1995-96	1996-97	1997-98
1	64,931	67,431	69,931
2	68,160	70,660	73,160
3	71,390	73,890	76,390
4	74,619	77,119	79,619
5	77,848	80,348	82,848

VICE PRINCIPALS

STEP	1995-96	1996-97	1997-98
1	60,476	62,826	65,176
2	63,705	66,055	68,405
3	66,934	69,284	71,634
4	70,163	72,513	74,863
5	73,392	75,742	78,092

(Based on \$2500.00 per principal per year, 2350.00 per year per vice principal)

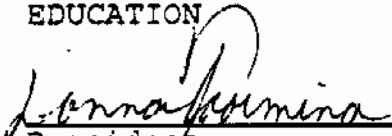
ARTICLE XIV


DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1995 and shall continue until June 30, 1998.

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

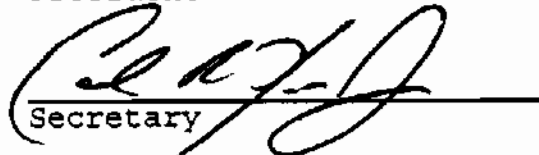
MERCER COUNTY
SPECIAL SERVICES
BOARD OF
EDUCATION


President


Secretary

MERCER COUNTY
SPECIAL SERVICES
PRINCIPALS/VICE PRINCIPALS
ASSOCIATION


President


Secretary

Date: 9/20/95