

**AGREEMENT**

**between the**

**MERCER COUNTY SPECIAL SERVICES SCHOOL DISTRICT**

**and the**

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

**covering the period**

**July 1, 2004 through June 30, 2007**

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## **PREAMBLE**

This Agreement, entered into this 1<sup>st</sup> day of July, 2004, 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 Vice Principals Association, (hereinafter referred to as the "Association").

## **ARTICLE I**

- 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  
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)", "vice-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 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 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 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 determine time base, i.e. percent of year and percent of day, for positions covered under this contract. Positions may be converted to twelve months or less than a twelve month time base without negotiations. If a position is converted, either to a twelve month or less than twelve month time base, all other terms and conditions must be negotiated with the Association if not already addressed in this agreement.

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 based on the percent of time hired, (working less than one hundred percent time daily as supervisor), and in accordance with Article VII where sick and personal time are specified. Total number of days to be worked for ten month employees are: two-hundred (200); eleven month employees: two-hundred twenty (220); and twelve month employees: two-hundred forty (240).

**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 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 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 30<sup>th</sup>, on forms provided by the Board. Effective July 1, 2001, the Board may buy back the following vacation days at the current per diem rate:

Years in District as a Principal, Vice-Principal Or Supervisor	Number of Days
1 to 9	7
10 and more	10

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 employees shall be allowed sick leave with full pay for fourteen (14) days in any school year. All eleven (11) month employees shall be allowed sick leave with full pay for thirteen (13) days in any school year. All ten months employees shall be allowed sick leave full pay for twelve (12) days in any school year. Percentage employees, those working fifty (50) percent time daily (or above) as supervisor, will receive the same number of days based on the months they are hired, i.e. ten month, fifty (50) percent and above staff will receive twelve (12) days at their daily percentage. Percentage employees working less than fifty (50) percent will receive that percentage times the number of days for the months they are hired. (Thirty (30) percent supervisors will receive thirty (30) percent times 12 or 3.6 days at their rate of pay for ten (10) months, etc.)

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 for unused accumulated sick leave if the conditions of 7:1.4 have been met for those employees retiring at the following maximum amounts:

July 1, 2004-June 30, 2005	\$18,000.00
July 1, 2005-June 30, 2006	\$19,000.00
July 1, 2006-June 30, 2007	\$20,000.00

The Board shall also pay to each supervisor or his/her estate, the amount of \$55.00 per day for all days accumulated as of June 30, 1995, and \$100.00 per day for all days accumulated after June 30, 1995 for unused accumulated sick leave, if the conditions of 7:1.4 have been met at the same maximum amounts set forth above.

7:1.4 Employees 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. Twelve (12) month employees shall receive 1.16 sick leave days per full month worked. Ten (10) month employees shall receive 1.2 sick leave days per full month worked.

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. All ten (10) month employees shall be allowed three (3) days personal leave with full pay per year. All eleven (11) month employees shall be allowed 3.5 days personal leave with full pay per year. Percentage employees, those working a fifty percent time daily (or above), will received the same number of days based on the months they are hired, i.e. ten (10) month, fifty percent and above staff will receive three days at their daily percentage. Percentage employees working less than fifty percent will receive that percentage times the number of days for the months they are hired. (Thirty percent supervisors will receive thirty percent times three or one day at their rate of pay for ten months, etc.)

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 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 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.

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 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 (76) 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 state 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: husband, wife, father, mother, brother, sister, son, daughter, spouse's parents, grandparents, grandchild and 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 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 1/20<sup>th</sup> 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 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 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 calendar days.

**ARTICLE IX  
USE OF AUTO**

9:1.1 Approved use of personal autos for district business shall be reimbursed at the current IRS 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 The board shall provide health insurance, prescription coverage and dental insurance as described hereinafter to employees, their spouses and their dependents, where employees elect to receive, and are eligible for, such coverage. New employees hired after July 1, 2001, shall have the option to select any health insurance plan offered by the Board, except that the employee may never select the Blue Cross/Blue Shield Traditional Indemnity or comparable successor plan.

11:1.2 The Board shall be required to provide health insurance at a benefit level comparable to the benefit level in effect in 1994-1995 modified as follows:

- a. Deductibles shall be \$200 singles/\$400 family.
- b. Coinsurance shall be 20% of \$4,000.00
- c. 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. Effective September 1, 2004, the co-pay shall be Five Dollars \$5.00 generic or mail order and \$15.00 name brand.

11:1.4 Effective September 1, 2004, the Board shall pay all dental premiums for all employees and the dental rider regarding the maximum annual benefit shall increase to Fifteen Hundred (\$1,500.00) Dollars.

11:1.5 The Board agrees to continue to pay the full cost of the Washington National Disability Insurance Plan in effect on June 30, 1995.

11:1.6 Health Insurance Waiver Incentive Payments:

	Medical	Prescription	Dental
Single	\$ 800	\$200	\$100
Parent/Child	\$1000	\$250	\$200
Husband/Wife	\$1,500	\$300	\$300
Family	\$2000	\$400	\$300

Payments will be made one-half in December and one-half in May. Proof of alternative coverage is required. Re-enrollment outside of the open enrollment period is subject to "Cobra" life circumstances change. The Board will create and pay for Sec. 125 accounts for participants. Requests for payment will be

made in accordance with the rules set forth by the Board of Education effective July 1, 1999.

**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 telegram or registered letter at the following addresses:

- a. If by the Association to Board;  
Mercer County Special Services School District  
3705 Quakerbridge Road, Suite 216  
Hamilton, New Jersey 08619
- 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 of 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<sup>st</sup>, shall receive one year of credit for movement on the salary guide. Employees hired on or after January 1<sup>st</sup>, 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. Supervisors shall be entitled to participate in this benefit for courses completed after ratification of this Agreement. Total costs will not exceed \$5,000.00 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 Effective July 1, 2004 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.

13:6 Longevity

Effective July 1, 2001, all employees who have completed the listed number of years by June 30 of the preceding year in the Mercer County Special Services School District shall receive an additional amount per year which shall be a percentage factor of the employee's annual salary as listed below:

YEARS	PERCENTAGE FACTOR
12	.0075

Effective July 1, 2002, all employees who have completed the listed number of years by June 30 of the preceding year in the Mercer County Special Services School District shall receive an additional amount per year which shall be a percentage factor of the employee's annual salary as listed below:

YEARS	PERCENTAGE FACTOR
12	.0075
15 (including at least 8 years in a supervisor + position)	.005
20 (including at least 12 years in a supervisor + position)	.005

**SALARY RANGES**

<b>2004--05</b>	<b>Principals</b>	<b>Vice Principals</b>	<b>Supervisors (12 month)</b>
Minimum	88,246	82,917	74,000
Maximum	113,292	105,731	95,859
<b>2005-06</b>	<b>Principals</b>	<b>Vice Principals</b>	<b>Supervisors (12 month)</b>
Minimum	92,041	86,482	77,182
Maximum	118,163	110,277	99,981
<b>2006-07</b>	<b>Principals</b>	<b>Vice Principals</b>	<b>Supervisors (12 month)</b>
Minimum	96,000	90,200	80,500
Maximum	123,244	115,019	104,280

Staff below maximum will receive salary increases of:

2004-05	4.70%
2005-06	4.30%
2006-07	4.30%

The range for 220 day supervisors shall be 11/12 of these figures. The range for 200 day supervisors shall be 10/12 of these figures.

**ARTICLE XIV  
DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2004 and shall continue until June 30, 2007.

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/Vice Principals  
Association**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Secretary**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_