

AGREEMENT

between

**The Board of Education
of
The Mercer County
Special Services
School District**

and

**The Mercer County
Special Services
Educational and Therapeutic
Association**

**Covering the period
07/01/2006 – 06/30/2009**

TABLE OF CONTENTS

		PAGE
	PREAMBLE	1
ARTICLES		
I	RECOGNITION	1
II	NEGOTIATIONS PROCEDURE	2
III	GRIEVANCE PROCEDURE	2
IV	ARBITRATION	5
V	EMPLOYEE RIGHTS	7
VI	ASSOCIATION RIGHTS	8
VII	EMPLOYEE WORK YEAR	10
VIII	WORK HOURS AND WORK LOAD	11
IX	SALARIES	16
X	LEAVES OF ABSENCE	21
XI	EMPLOYMENT AND PROMOTIONS	28
XII	TEACHER WORK STATIONS	29
XIII	EVALUATION PROCEDURES AND PERSONNEL FILE	29
XIV	SENIORITY AND JOB SECURITY FOR ASSISTANTS	32
XV	PERSONAL AND PROPERTY INTERESTS	33
XVI	INSURANCE PROTECTION	34
XVII	MISCELLANEOUS PROVISIONS	36
XVIII	DURATION OF AGREEMENT	38
Schedule A	TEACHERS' SALARY GUIDES	39
Schedule B	CLASSROOM ASSISTANTS' SALARY GUIDES	41
Schedule C	CERTIFIED OCCUPATIONAL THERAPY ASSISTANTS' AND PHYSICAL THERAPY ASSISTANTS' SALARY GUIDES	43
Schedule D	CRISIS INTERVENTION SPECIALISTS' SALARY GUIDE	44
Schedule E	OVERNIGHT TRIPS	44
Addendum A	MEMORANDUM OF AGREEMENT REGARDING PROFESSIONAL DEVELOPMENT	45
Addendum B	LEAVE OF ABSENCE REQUEST FORM	47

PREAMBLE

This Agreement entered into this 7th day of June 2006, by and between the Board of Education of the Mercer County Special Services School District (hereinafter the "Board") and the Mercer County Special Services Educational and Therapeutic Association (hereinafter the "Association").

ARTICLE I RECOGNITION

1:1 The Board hereby recognizes the Mercer County Special Services Educational and Therapeutic 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:

- Teachers
- Therapists
- Classroom Assistants
- Nurses
- School Counselors
- School Social Workers
- School Psychologists
- Learning Disabilities Teacher Consultants
- Certified Occupational Therapy Assistants
- Physical Therapy Assistants
- Crisis Intervention Specialist
- Case Manager

but excluding supervisory, executive personnel, and all hourly-paid personnel.

1:2 Unless otherwise indicated, the term "employee" when used hereinafter in this 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.

1:3 The term “teacher” when used hereinafter in this Agreement shall refer to all members working in a position requiring a professional certificate, and reference to “teachers” shall be deemed to include both male and female.

ARTICLE II NEGOTIATIONS PROCEDURE

2:1 The Board and the Association agree to commence negotiations for a successor agreement in accordance with the timetable established by the Public Employment Relations Commission pursuant to N.J.S.A. 34:13A-1 et seq.

2:2 The Board shall make available to the Association, upon request, all information of the Mercer County Special Services School District required by law.

2:3 The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

2:4 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III GRIEVANCE PROCEDURE

3:1 Definition

3:1.1 “Grievance” is a claim by an employee based upon an interpretation, application or a violation of this Agreement, Board policies or administrative decisions affecting the terms and conditions of employment of said employee. As used in this Article, the term “employee” shall mean (a) an individual employee, (b) a group of employees having the same grievance, (c) the Association.

3:1.2 A grievance to be considered under this procedure must be initiated by the employee within twenty-five (25) school days of its occurrence.

3:2 Procedure

3:2.1 Failure at any step of 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.

3:2.2 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

3:2.3 Any employee who decides either alone or with the 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 principal or other immediate supervisor, specifying:

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

The principal or 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

3:2.4 The employee no later than ten (10) school days after receipt of the principal's, or immediate supervisor's decision, may appeal the principal's or immediate supervisor's decision to the Superintendent of Schools.

The appeal to the Superintendent of Schools shall be made in writing reciting the matter submitted to the principal as specified above in 3:2.3 and the employee's dissatisfaction with the decision previously rendered and whether a meeting with the Superintendent is desired. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) school days, and the Superintendent shall communicate his/her decision in writing to the employee, the principal 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

3:2.5 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/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 receipt of such grievance by the Board, or within fifteen (15) school days of the date of the hearing with the employee, whichever comes later.

Step IV
ARBITRATION

3:2.6 If the employee is dissatisfied with the decision of the Board at Step III herein and only if the grievance pertains to an interpretation of the terms of this Agreement between the Board and the Association, the employee and the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent of Schools and submitted to the Public Employment Relations Commission by the Association no later than ten (10) school days after the written decision of the Board is made known. An employee in order to process his/her grievance beyond Board level must have his/her request for such action accompanied by the written recommendation of the Association.

3:2.7 No claim by an employee shall constitute a grievable matter beyond Board level or be processed beyond Board level unless its resolution requires a determination as to the interpretation of this Agreement. In addition, no claim by an employee shall constitute a grievable matter beyond Board level or be processed beyond Board level if it pertains to:

- a. Any matter for which a review by arbitration is prohibited by law.
- b. Any matter for which a procedure for review is mandated by law.
- c. Any rule or regulation dealing with the internal matters of the Board of Education or the State Commissioner of Education.
- d. Any act beyond the Board's legal authority to act.
- e. A complaint of a non-tenure teacher, which arises by reason of his/her not being re-employed.
- f. A complaint occasioned by appointment to or lack of retention in any position for which tenure is either not possible or not required.
- g. A complaint by an employee occasioned by the withholding of an increment, discharge, charges relating to the withholding of an increment or discharge, or charges before the Commissioner of Education.

3:2.8 Procedure for securing the services of an Arbitrator.

a. Initial Request

A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator on the dispute in question.

b. Second Request

If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

c. Final Designation

If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

d. Authority of Arbitrator

The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from nor modify any of the terms of the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon the Board, the Association and all employees.

e. Decision of Arbitrator

The arbitrator shall be requested to render his/her decision within thirty (30) days after the case is presented for arbitration.

3:2.9 Costs

- a. Each party shall bear the total costs incurred by their participation. The fees and expenses of the arbitrator and the Public Employment Relations Commission are the only costs, which shall be shared by the two parties, and such costs shall be shared equally.
- b. The time lost by an employee or employees due to arbitrator proceedings must either be unpaid or charged to personal leave except where the employee(s) is appearing at the request of the Board.

3:3 General Regulations

3:3.1 All time limits stated in this Article must be strictly adhered to unless an extension is mutually agreed upon in writing by both parties to this Agreement. If the processing of a grievance extends beyond the end of the school year, all timelines thereafter shall refer to calendar days not including Saturdays, Sundays, or holidays.

3:3.2 The grievant and his/her representatives shall have the right to be present at all meetings or hearings conducted at any step of the grievance procedure, provided however, that the grievant shall be limited to two (2) representatives at any such meetings or hearings.

3:3.3 The right of an employee to attempt to resolve a grievance directly through a normal administrative procedure is not to be abridged in any way.

3:3.4 The employee shall have the right to present his/her own appeal or designate representatives of the Association to appear with him/her or for him/her at any step of his/her appeal under this Article. If the grievant does not designate a representative, the Association shall be informed that a grievance is in process and shall have the right to be present at all hearings pertaining to the grievance unless excluded by law.

3:3.5 In the event that a grievance results from the action of a school official higher than the rank of principal, the grievant may commence his/her grievance with that official specifying:

- a. The nature of the grievance and the date of occurrence.
- b. Relief sought.

**ARTICLE V
EMPLOYEE RIGHTS**

4:1 Employees employed by the Board of Education shall have the right to organize, join and support the Association for the purposes of collective negotiations in accordance with the New Jersey Employer-Employee Relations Act.

4:2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

4:3 Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior notice of reasons for such meeting or interview, to the extent possible, and shall be entitled to have two representatives of the Association present to advise him/her and represent him/her during such meeting or interview.

4:4 Alleged violations of paragraphs 4:1 and 4:2 may be appealed before the Public Employment Relations Commission, the State Commissioner of Education, the State Board of Education, or other such appropriate legal forums and shall not be arbitrable under Article III of this Agreement. Alleged violations of paragraph 4:3 of this Article may be appealed to arbitration under Article III of this Agreement, but shall not be appealable to the Public Employment Relations Commission, the State Commissioner of Education, the State Board of Education or any legal forum.

ARTICLE VI ASSOCIATION RIGHTS

5:1 Information

The Board agrees to furnish to the Association in response to reasonable request from time to time available public information concerning the financial resources of the district and such other information as may be required by law.

5:2 Use of Building

The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings upon approval by the building principal of the Mercer County Special Services School District and as permitted by the lease agreement between the Board and owner of the school building. The principal of the building in question shall be notified in advance of the time and place of all such meetings.

5:3 Use of Equipment

The Association shall have the right to use school facilities and equipment including typewriters, computers, 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 principal. The Association shall pay for the reasonable cost 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.

5:4 The Association shall have the right to use the school mailboxes for Association related purposes only. All Association material placed in school mailboxes shall be on the official stationery of the Association and authorized by the Association. In addition, the Association shall have the exclusive use of a bulletin board in each faculty lounge, if available, unless precluded by the agreement between the Board and the owner/lessor. Copies of all Association materials to be posted on such bulletin boards shall be on official Association stationery, authorized by the Association, and copies thereof shall be given to the building principal on the same date as the material is posted.

**ARTICLE VII
EMPLOYEE WORK YEAR**

6:1 In-School Work Year

6:1.1 The in-school work year for employees employed on a ten-month basis shall not exceed 187 days, except as provided in 6:2.1 and 6:3.1 below.

6:2 Definition of In-School Work Year

6:2.1 The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which employee attendance is required by the Board. It is recognized by the parties that this is the minimum in-school work year. Where the efficient and effective completion of the regular or assigned responsibilities of an employee necessitate his/her presence on school property prior to the start of, or beyond the end of, this minimum in-school work year, the employee shall be considered engaged in his or her regular or assigned duties. The Board encourages employees to provide such additional days of work time if their regular or assigned duties will be more efficiently and effectively completed thereby. Such additional days of work time are not eligible for payment under 6:3.1, as they are not assigned or required by the Superintendent.

6:3 Work Beyond In-School Work Year

6:3.1 Work beyond the 187 days as outlined in 6:1.1 which is assigned by the Superintendent and which is required to be done between September 1 and June 30 and which is a continuation of the employee's regular in-school work year responsibility shall be compensated at the per diem rate of 1/187th of the employee's annual salary.

6:4 Extended School Year

6:4.1 There will be a 210 day student year for some or all students. Staff working the 210 student year will have a total work year of 213 days. They shall be paid 1/187th of their ten-month salary for each of the extra 26 days. The length of the day and all other terms and conditions of employment of the regular school year shall be in effect for these employees except that these employees shall receive one (1) additional sick leave day per year and one (1) additional personal day per year.

6:5 ESY Employment

6:5:1

Every effort will be made to fill ESY positions with bargaining unit employees prior to seeking employees from outside the bargaining unit. All employees in the bargaining unit with previous District ESY experience will be given first preference for openings.

6:5.2 ESY employees working fifty per cent (50%) or more of the ESY school year will receive their pensionable salary at their regular rate of pay. Employees working less than fifty per cent (50%) of the ESY school year will receive a non-pensionable hourly wage at their per diem rate with no extra benefits.

**ARTICLE VIII
WORK HOURS AND WORK LOAD**

7:1 Work Day

7:1.1 It is recognized by the parties that the time periods set forth in this Article describe the minimum in-school work day. Where the efficient and effective completion of the regular or assigned responsibilities of an employee necessitate his/her presence on school property earlier or later than the times set forth in this section, the employee shall be considered engaged in his or her regular or assigned duties. The Board encourages employees to arrive before the start of the minimum school day, and to remain after the end of the minimum school day, if their regular or assigned duties will be more efficiently and effectively completed thereby.

7:1.2 Employees shall record their daily arrival and departure by initialing a daily attendance sheet, which shall be kept at a location designated by the principal or his/her designee.

7:1.3 The arrival and departure times for all employees shall be designated by the Board. Employees' total in-school work day shall consist of not more than seven (7) hours which shall include a duty-free lunch period of one-half (1/2) hour. Any staff working a maximum of 3.5 hours per day shall receive a duty-free break period of fifteen (15) minutes.

7:1.4 Employees shall not be required to work more than a total of ninety (90) minutes more than the length of the pupils' school day, except as otherwise provided in this agreement. The ninety (90) minutes may be flexibly scheduled. However, not more than sixty (60) minutes shall be required before the opening or after the closing of the pupils' school day. This time shall be scheduled on a building wide basis.

7:1.5 Certified staff shall have daily scheduled preparation time of thirty (30) minutes, when they shall not be expected to participate in meetings with their supervisors, parents, students or staff. This shall be in addition to a duty free lunch under section 7:1.3 of this agreement. This time shall be mutually scheduled with the principal with the approval of the Superintendent. If there is no agreement, the time shall be scheduled by the Superintendent. Scheduled preparation time shall not be rescheduled, except as required by Article 7:1.7.

7:1.6 Work Beyond the In-School Work Day
Work, which is assigned by the Superintendent and which is required to be done beyond the regular work day, shall be compensated on an hourly pro-rata of the employee's annual salary.

7:1.7 Pay for a Lost Preparation Period

In the event a teacher is required to cover the class of an absent teacher, or in the event of a physical or medical crisis of a student in which the teacher participates at the direction of the principal, and the teacher consequently loses a preparation period, the teacher will be paid for the lost preparation period as follows: effective July 1, 2006 - \$35.00; effective July 1, 2007 - \$37.00; effective July 1, 2008 - \$39.00. There shall be no early release for the teacher.

7:1.8 Inclement Weather

Employee attendance shall not be required whenever student attendance is not required due to inclement weather. If students are dismissed during the school day because of inclement weather, employees shall be permitted to depart after all vehicles transporting students have departed and they have been notified by the principal that they may leave. In cases of delayed openings, teachers shall report one half hour before the students.

If it is necessary to have a pre-school session make-up day(s), the day(s) will be scheduled to start at the regular morning commencement time for that grade and employees will be compensated one half (1/2) an additional personal day.

7:2 Leaving the Building

7:2.1 Employees may leave the building during their scheduled duty-free periods without requesting permission after initialing the sign-out sheet located in the main office.

7:3 Meetings

7:3.1 Employees may be required to work up to seven and one half hours for the purpose of attending faculty or other professional meetings, not exceeding four (4) days each month. One (1) of the four (4) meetings shall be set aside exclusively for Association business.

7:3.2 An Association representative may meet with employees at the meeting referred to in 7:3.1 subject to the Board of Education's right to utilize the building at the time such meeting is to be held and provided twenty-four (24) hours notice is given to the Superintendent or his/her designee.

7:3.3 The notice of an agenda for any meeting to be held after the regular in-school work day shall be given to the employees involved at least one (1) day prior to the meeting.

7:3.4 Employees may be required to attend not more than four (4) evening assignments or meetings each school year without additional compensation as designated by the Superintendent. An evening assignment, other than parent/teacher conferences, shall be limited to two (2) consecutive hours. Parent/teacher conferences shall be limited to two (2) and one quarter consecutive hours.

7:4 Parent Conferences

Twice per year, a four-hour student day shall be scheduled, and parent conferences shall be scheduled between the time of student dismissal and the end of the normal in-school day. Additional time for parent conferences shall be scheduled during the evenings as deemed necessary by the administration, and in accordance with 7:3.4. Teachers may request additional release time from student contact time to schedule and/or conduct parent conferences where special circumstances, such as large class load, warrant. Such additional release time may be granted at the approval of the principal.

7:5 Alternative Proficiency Assessment

7:5.1 Teachers who participate in the Alternate Proficiency Assessment and are responsible for the compilation of all the materials resulting in the final product shall be provided additional compensation of one-hundred dollars (\$100.00) per student plus release time.

7:5.2 Physical therapists, occupational therapists and speech therapists/correctionists who substantively contribute to the final product shall receive twenty-five dollars (\$25.00) per student.

7:5.3 Special area teachers and CST members who substantively contribute to the final product will receive twenty-five dollars (\$25.00) for the first student with a maximum of fifty dollars (\$50.00) for two students or more in the same class.

7:5.4 Payment shall be made by the District within 30 days of when the assessment is turned into the State of N. J. but no later than the last paycheck in June of each year.

7:6 Training Days

Crisis Intervention Specialists shall receive three (3) professional days per school year. The selection of training shall focus on behavioral issues and be with the approval of the supervisor. Cost of training shall be paid by the Board of Education.

**ARTICLE IX
SALARIES**

8:1 The salaries of all employees covered by this Agreement are set forth in schedules A, B, C, D and E which are attached hereto and made a part hereof.

8:2 General requirements for credits on the salary guide in degree-plus categories for positions for which a certificate is required shall be as follows:

B.A.+15 15 hours (6 of which shall be directly related to assigned instructional or service responsibilities)

B.A.+30 30 hours (12 of which shall be directly related to assigned instructional or service responsibilities)

M.A.+15 15 hours (6 of which shall be directly related to assigned instructional or service responsibilities)

M.A.+30 30 hours (12 of which shall be directly related to assigned instructional or service responsibilities)

M.A.+45 45 hours (18 of which shall be directly related to assigned instructional or service responsibilities)

“Credits” shall be defined as credits for courses successfully completed at an accredited institution of higher learning. As of July 1, 1983, credit shall also include credit for participation in training programs by physical, occupational or speech therapists, school social workers, and school counselors which are equivalent to the type of instruction normally offered at accredited institutions or those offered by professional associations. To be eligible, one must have received advanced approval from the Superintendent prior to enrollment in the program, and proof of successful completion must be provided.

One (1) credit on the salary guide for said training programs shall be approved for each fifteen (15) hours of participation, and shall be accumulative in units of not less than one-half (1/2) credit.

8:3 New teachers shall be granted credit on the salary guide (Schedule A) for educational courses satisfying the requirements specified in 8:2. Credit for experience on the salary guide (Schedule A) for new teachers shall be subject to the discretion of the Superintendent and approval by the Board.

8:4 New employees shall move up on the salary guides who have begun work in the district no later than January 31st of the preceding school year.

8:5 Tuition Reimbursement

Employees will be reimbursed for the cost of tuition for courses or training programs related to their job duties, subject to the prior written approval of the Superintendent, up to the limit of the tuition rates prevailing at The College of New Jersey, for a maximum of nine (9) credits for any one employee in any contract year, up to a maximum of \$55,000 per year for certified employees and \$20,000 per year for non-certified employees effective July 1, 2006. Any funds not committed by December 31 of each year for non-certified employees shall be allocated for certified employees for the remainder of the school year ending the following June 30. Any funds not utilized by June 30 of each year shall not be carried over to the following school year. To be eligible to apply, employees must have completed one full year of service with the district at the time of application.

To obtain reimbursement, employees must receive no less than a grade of C in the courses taken. Part-time employees shall be eligible for a pro-rated amount of reimbursement per credit, based on their salary as a percentage of a full-time salary. Employees receiving reimbursement shall agree in writing to remain in the employ of the district for one year after receiving reimbursement, or shall repay the district in full for the reimbursement received in the year prior to their resignation. Such repayment shall be made before the last paycheck is issued.

8:6 Employees shall be entitled to one incremental step for experience on salary guides each year for satisfactory performance of duties as determined by the Superintendent based on established evaluation procedures and upon approval of the Board, except as modified by Schedules A, B, C and D.

8:7 The Board upon the Superintendent's recommendation shall designate the appropriate location upon the salary guide of new employees.

8:8 Paydays shall be every other Friday, but when a payday falls on or during a school holiday, employees shall receive their paychecks on the last previous working day. Payments shall be as equal as possible.

8:9 Employees may elect to have a designated amount deducted from their checks to be deposited in the Mercer County Teachers' Credit Union.

8:10 The Board agrees to deduct dues of the Association and its affiliates from the salaries of its employees as said employees individually and voluntarily authorize the Board to deduct in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the designated official of the Association by the 15th of each month following the monthly pay period in which deductions were made.

8:11 Representation Fee

8:11.1 Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

8:11.2 Amount of Fee

a. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five (85%) percent of that amount as the maximum presently allowed by law.

8:11.3 Deduction and Transmission of Fee

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the current membership year. The Board will deduct from the salaries of such employees in accordance with paragraph b. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee of the aforesaid list during the remainder of the membership year in question.

c. Termination of Employment

If an employee who is required to pay a representation fee terminated his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

8:11.4 Indemnification

The Association will indemnify and hold the Board harmless for all claims and liabilities, including reasonable legal fees, arising from its actions in compliance with this representation fee provision.

8:12 Whenever classroom assistants must cover classes on days when no teacher is present, they will receive additional compensation for such coverage at the rate of \$44.00 per day. The amount paid for such coverage shall be increased as follows: effective July 1, 2002-\$45.00; effective July 1, 2003-\$48.00; and effective July 1, 2004-\$50.00.

The Board may assign assistants to serve as substitute teachers up to five (5) days per year if they work 187 days, and up to six (6) days per year if they work 213 days. These assistants may volunteer for additional assignments. Assistants, voluntary or not, who cover assignments shall be paid. Assignments, voluntary or not, shall be within the building to which the assistant is regularly assigned. Assistants will be paid the negotiated stipend for each day of substitute teaching. Effective July 1, 2002, the Assistant designated by the Principal, who performs the instructional and educational duties when the teacher is at meetings or otherwise absent from the classroom during the student day, shall be compensated at the prorated hourly rate for a time period of thirty (30) consecutive minutes.

8:13 Effective July 1, 2002 employees under contract who present a workshop in or out of the District shall be compensated for preparation as follows:

Full day workshop (5 hours)	\$100.00
Half day workshop (2 1/2 hours)	\$50.00
Special presentation (1 hour)	\$25.00

8:14 Effective July 1, 2002, an employee who performs the duties of an interpreter at an IEP meeting or for students and/or parents with the approval of the principal or his/her designee shall be compensated at the rate of \$15.00 per day during the school day and \$25.00 per day after the school day, in addition to his/her contractual salary.

8:15 Work, which is assigned by the Superintendent and which is required to be done beyond the regular work day, shall be compensated on a hourly pro-rata of the employee's annual salary. There may be times when such work can only be completed during the work day, due to the student's availability, at the forfeiture of the employee's contracted time. This work shall be compensated at the curriculum rate:

High School Play – Director – Maximum 40 hours

Interscholastic Athletic Coaches:

Soft Ball – Maximum 20 hours

Soccer - Maximum 20 hours

Basketball - Maximum 30 hours

ARTICLE X LEAVES OF ABSENCE

9:1 Sick Leave

9:1.1 All employees shall be allowed sick leave with full pay for ten (10) school days in any school year.

9:1.2 Any employee who exhausts his/her cumulative sick leave may make a request to the Board for consideration of additional sick days, and/or differential remuneration between his contract salary and that of a replacement as allowed by law. Such judgment by the Board shall be based upon the circumstances of each individual case, shall be final, and not subject to the grievance procedure.

9:1.3 All unused sick leave days, 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. In the event the District adopts a policy in compliance with N.J.S.A. 18A:30-3.2 then this Article 9:1.3 shall be void.

9:1.4 Effective July 1, 2006, the Board shall pay to each employee or his/her estate for unused accumulated sick leave \$65.00 per day for teachers and \$35.00 per day for assistants, for up to one hundred seventy five (175) days of unused accumulated sick leave. Effective July 1, 2007, the Board shall pay to each employee or his/her estate for unused accumulated sick leave \$67.00 per day for teachers and \$37.00 pr day for assistants, for up to one hundred seventy five (175) days of unused accumulated sick leave. Effective July 1, 2008, the Board shall pay to each employee or his/her estate for unused accumulated sick leave \$69.00 per day for teachers and \$39.00 per day for assistants, for up to one hundred seventy five (175) days of unused accumulated sick leave. Payment shall be made upon retirement and entering into TPAF, PERS, death or disability. Under exceptional circumstances, payment upon retiring without entering into TPAF or PERS may be granted by the Board of Education. Decisions rendered by the Board of Education under this section shall be final and binding.

9:2 Family Illness Leave

9:2.1 All employees shall be granted two (2) family illness days with full pay in any school year. Family illness days accumulate to a maximum of ten (10) and are not payable as accumulated sick leave under 9:1.4 of the article.

9:3 Personal Leave

9:3.1 All employees shall be allowed three (3) days leave with full pay in any school year for personal business that cannot be handled outside of school hours. It is the intention of the parties that leave under this Article shall be available for reasons of hardship or other pressing need and not merely for personal convenience. Such personal days shall not be accumulated from year to year.

9:3.2 Requests for leave must be made five (5) work days prior to the date requested off, except in cases of emergency.

9:3.3 The Superintendent has discretion in all cases to approve or disapprove the leave requests when, in his/her judgment, granting the leave request would be detrimental to the best interests of the district's educational program.

No requests shall be denied arbitrarily or capriciously.

9:3.4 All personal leave days accrued during the 1994-95 school year and after which are not used by an employee during that year will be converted to sick leave and added to the employee's accumulated sick leave account.

9:4 Disability Due to Pregnancy

9:4.1 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 the period of actual disability. The following conditions shall apply to pregnancy disability leaves.

9:4.2 The employee shall notify the Superintendent of her pregnancy as soon as possible after medical confirmation.

9:4.3 Upon request of the Board, request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

9:4.4 Exact dates of leave will be arranged in 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.

9:4.5 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.

9:4.6 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 cause.

9:4.7 A disability leave of absence may not be extended beyond the end of the school year in which the leave is obtained.

9:4.8 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.

9:4.9 No employee shall be removed from her duties during pregnancy except upon one of 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 and the employee.

9:4.10 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.

9:5 Childcare Leaves

9:5.1 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.

9:5.2 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 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. 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.

9:5.3 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.

9:5.4 An employee desiring an unpaid leave 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 9:4.1 above.

9:5.5 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.

9:5.6 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.

9:5.7 An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.

9:5.8 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 teachers requesting an extension under 9:5.3 above shall submit their request no later than seventy-five (75) calendar days prior to the scheduled end of their leave.

9:6 Bereavement Leave

9:6.1 Leave of absence without loss of pay not exceeding a total of ten (10) days per school year shall be granted for the following purposes subject to the limitations per category stated therein:

- 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, son-in-law, daughter-in-law, grandparents, grandchild, spouse's parents, and any other member of the employee's immediate household.
- b. Two (2) days leave of absence per year without loss of pay to attend the 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) per occurrence.
- c. Additional days with pay may be granted at the discretion of the Superintendent when unfortunate circumstances may warrant additional days. Decisions rendered by the Superintendent under this section shall be final and binding.

9:7 An employee may request leave without pay but the Board determination shall be final and binding.

9:8 Procedure

9:8.1 All applications for leave shall be presented in writing on forms provided by the Board, except sick leave, family illness, and bereavement leave shall be by telephone notice to the Board where the opportunity for prior written application is not feasible.

9:8.2 All benefits to which an employee was entitled at the time the approved leave of absence commenced shall be restored upon his/her return, and he/she shall be assigned to an equivalent position to that held at the time the leave commenced.

9:9 Professional Leaves of Absence

9:9.1 Teachers may apply for leave with pay to attend professional conferences, workshops and seminars that have a direct relationship to the employee's responsibilities in the district. Leave under this section shall not exceed one (1) day per year. Additional days may be taken for such conferences, seminars and workshops from those days available to the employee under 9:3.1 above, subject to the procedures for their use established in 9:3.2 through 9:3.3.

9:9.2 Requests for leave must be made five (5) work days prior to that requested off, and shall include sufficient background information on the conference, workshop or seminar so that the Superintendent can evaluate the value of the conference to the employee's responsibilities in the district. Requests directly related to the goals designated in an employee's Professional Improvement Plan shall receive precedence over other requests. Employees shall be responsible for all costs associated with any conference attended under this clause.

9:9.3 The Superintendent has discretion in all cases to approve or disapprove such requests when in his/her judgment, granting the leave request would be detrimental to the best interests of the district's educational program. No requests shall be denied arbitrarily or capriciously.

9:9.4 Upon the recommendation of the Superintendent and the approval of the Board, leaves under this section may exceed one (1) day.

9:10 Military Leave

9:10.1 Brief leaves of absence with pay will be granted annually to personnel required to perform short periods of military duty annually, pursuant to Section 38:23-1 of the New Jersey Statutes. A copy of the military orders shall be filed with the Secretary of the Board.

9:10.2 Leaves of absence for military duty for an extended period of time without pay may be granted upon request and upon filing a copy of the military orders with the Secretary of the Board. An extended leave must be renewed annually if it extends beyond the end of one school year. An extended period is defined as any period longer than ninety (90) days.

9:11 Educational Furloughs

9:11.1 Employees may receive a half-year leave with full health insurance benefits, or a full year with benefits paid fifty percent (50%) by the Board and fifty percent (50%) by the employee. Such leaves shall be for study only at the equivalent of at least twelve (12) college credits per semester, subject to the prior written approval of the Superintendent. Tuition reimbursement shall be available per the terms of Article 8:5 of this Agreement. Employees on educational furloughs shall agree in writing to return to employment in the district for a period of two (2) years immediately following the leave; failure to return shall obligate the employee to repay to the Board the cost of benefits and tuition borne by the Board during the leave.

**ARTICLE XI
EMPLOYMENT AND PROMOTIONS**

10:1 Opportunity will be given to any employee to apply for available positions in the district by posting notices in the district's school buildings.

10:2 Notice of any vacancies shall be posted in each school/center of each building used by the District at least ten (10) calendar days before the final date by which applications must be submitted. Any copy of said notice shall be mailed to the Association President.

**ARTICLE XII
TEACHER WORK STATIONS**

11:1 Procedure

11:1.1 The Superintendent of Schools will use his/her best efforts to give written notice not later than June 30 of each year to employees then employed of their tentative class and building assignments for the forthcoming school year. The Superintendent will use his/her best efforts to give such notice to employees hired after June 30 by the first days of the school year. A list of said classes and building stations shall be simultaneously sent to the Association.

11:1.2 The Superintendent of Schools retains the discretion to make such changes in class and building assignments as may be determined to be necessary notwithstanding any other provision of the Agreement. In the event that changes in such class and/or building stations are made, the Association and any teacher affected shall be notified promptly in writing.

11:1.3 Employees who may be required to use their own automobiles in the performance of their duties and/or employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel for all driving done between arrival at their first location at the beginning of their workday and last location at the conclusion of the workday.

**ARTICLE XIII
EVALUATION PROCEDURES AND
PERSONNEL FILE**

12:1 Teachers

12:1.1 All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, cameras, audio systems, and similar surveillance devices shall be prohibited except any teacher may voluntarily agree to the use of such devices.

12:1.2 Non-tenured teachers (excluding classroom assistants) shall be evaluated at least three (3) times in each school year with each evaluation equal in time to a subject

lesson or therapy session. Such evaluations shall be scheduled at various times by the Superintendent of Schools and a written evaluation report shall be prepared after each evaluation.

12:1.3 A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it, and no more than ten (10) school days following the scheduled observation. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without opportunity provided to the teacher for a prior conference.

12:1.4 A teacher shall be required to sign the evaluation form, after the conference referred to in 12:1.3 with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. No teacher shall be asked to sign a blank or incomplete evaluation form.

12:1.5 Policies and procedures for the evaluation of tenured teaching staff members shall be distributed to each tenured teaching staff member no later than October 1.

12:2 Classroom Assistants

12:2.1 Classroom assistants shall be evaluated at least once each school year in accordance with policies of the Board.

12:2.2 Prior to the annual evaluation conference, the assistant may request the presence of the teacher in charge of the assistant during the evaluation conference.

12:2.3 A classroom assistant shall be required to sign an evaluation form, after the conference with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. No classroom assistant shall be asked to sign a blank or incomplete evaluation form.

12:2.4 A classroom assistant shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it and no more than ten (10) school days following the scheduled observation. No such report shall be submitted to the central office, placed in the assistant's file

or otherwise acted upon without opportunity provided to the assistant for a prior conference.

12:3 Personnel File

12:3.1 An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him/her during such review.

12:3.2 No material pertaining to any employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has been offered an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, which shall be attached to the file copy. A response may be filed to the employee's written response and included in the employee's file. In all cases, the employee shall be provided copies of such materials.

12:3.3 At least once every three (3) years, an employee shall have the right to indicate those documents and/or other materials in the file, other than written evaluation reports, which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent and if, in his/her judgment, they are obsolete or otherwise inappropriate to retain, they will be destroyed. Said decision of the Superintendent shall not be subject to the grievance procedure.

12:4 Mentoring

The District shall provide each mentor as defined in the N.J.A.C. four (4) release periods each of which shall be equal in time to the subject lesson or therapy session for observation of the mentee. Each mentor/mentee pair shall be released from all duties for a period not to exceed thirty (30) minutes following each observation for the purpose of discussing the observation. All release periods shall be approved by the building administrator(s).

**ARTICLE XIV
SENIORITY AND JOB SECURITY FOR
ASSISTANTS**

13:1 This Article becomes effective on July 1, 1999. Seniority earned prior to that date will apply to each employee employed as of that date.

13:2 Seniority becomes effective on the first day of the thirty-seventh month of employment.

13:3 This Article shall apply to all assistants. Part-time assistants shall earn seniority on a prorated basis. "One to One" assistants shall earn seniority only in the category of "One to One" assistants, but they shall carry their seniority with them if they move into a classroom assistant position, retroactive to their first day of employment as a "One to One" assistant.

13:4 Recall rights under this Article shall exist for eighteen (18) months from the last calendar day of the last month of employment.

13:5 School district seniority is defined as service by assistants in the school district in the collective bargaining unit covered by this Agreement.

13:6 Any reduction of positions shall only be accomplished in the following manner: classroom assistants affected by such a reduction shall have seniority rights over the most junior classroom assistant staff member. Those classroom assistants thus affected shall retain the same rights in replacing the most junior classroom assistants.

13:7 In the event that a vacancy occurs, a laid-off Assistant shall be entitled to recall thereto in the order of his/her seniority.

13:8 Notice of recall to work shall be addressed to the assistant's last address appearing on the records of the school district, by certified mail, return receipt requested. Within thirty (30) days from receipt of such notice of recall, the assistant staff member shall notify the Board of Education, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply or he/she indicates that he/she does not desire to

return to such work, he/she forfeits all of his/her seniority and all rights to recall.

13:9 Seniority shall not accumulate during the period of lay-off. Upon recall the Assistant member shall have his/her accumulated seniority and benefits restored to the date of lay-off.

13:10 An assistant shall lose all accumulated school district seniority only if he/she resigns or is discharged for just cause, irrespective of whether he/she is subsequently rehired by the school district.

13:11 All currently employed Assistants shall be placed on a seniority list from their date of employment.

ARTICLE XV PERSONAL AND PROPERTY INTERESTS

14:1 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.

14.2 The Board shall reimburse employees for the reasonable cost of replacement or repair of 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 per occurrence. No reimbursement will 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 judgment in the choice of clothing and other personal property worn during classroom or 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 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 student(s) responsible must be filed along with the request for any reimbursement under this section.

ARTICLE XVI INSURANCE PROTECTION

15:1 Insurance Protection

15:1.1 The Board shall provide health care insurance protection as described hereinafter to employees where employees elect to receive, and are eligible for, such protection. Single coverage insurance will be provided for all new employees who are eligible for insurance benefits for their first three years of continuous service. Any staff who was previously employed by the Board and resumes employment after a resignation or termination shall be deemed a "new employee." A new employee may purchase dependent coverage during the first three years of continuous employment. After completion of the third year of continuous employment, the Board shall provide protection to the employees, their spouse and their dependents. Employees hired and receiving health benefits prior to July 1, 1995, shall be entitled to full family coverage regardless of their years of service.

15:1.2 The Board shall be required to provide health insurance at a level equal to that in effect on June 30, 1995 with the following exceptions:

- a. The deductible shall be \$200 for single coverage and \$400 for family coverage.
- b. Effective July 1, 1996, the co-insurance rate shall be twenty percent of the first \$4000 in expenditures with no co-insurance thereafter.
- c. Effective July 1, 1997, a mandatory second surgical opinion rider will be added to the plan.

15:1.3 Employees starting their employment in the district after June 30, 2000, may enroll in any health insurance plan offered to the rest of the bargaining unit. The Board will pay the full cost for single coverage of any HMO or managed care plan, and up to the cost of the most

expensive HMO or managed care plan offered to other bargaining unit employees for employees who enroll in the indemnity plan. After thirty-six months of employment the Board will pay the full cost of single and dependent coverage in any plan offered to the rest of the bargaining unit.

15:1.4 The co-pay for the PPO shall be \$15.00. The co-pay for AETNA shall be \$10.00. The co-pay for the HMO shall be \$5.00. The co-pay for the POS shall be \$7.00.

15:1.5 The Board shall provide a prescription drug plan, with contraceptives, to employees and their dependents. The co-pay shall be \$10.00 generic/\$15.00 name brand/\$5.00 mail order.

15:1.6 The Board will continue to provide individual and family dental insurance and will pay the premiums for such insurance up to the limit of the premium rates in effect on June 30, 1992. It is understood that those dollar limits will remain in effect upon the expiration of this agreement. The cap on the Board contribution toward the cost of dental insurance in Art. 15:1.5 shall not apply to employees with salaries below \$32,000. Effective January 1, 2003, the Board shall pay all dental premiums for all employees and the dental rider regarding the maximum annual benefit level shall increase to \$1500.00.

15:1.7 Health Insurance Waiver Incentive Payments

The Board will make the following payments to employees who voluntarily waive their medical, prescription and/or dental insurance coverage who are eligible for coverage under Article 15:1.3.

	<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

This includes medical, prescription, and/or dental coverage. All cash payments shall be prorated. Payments will be made one half in December and one half in May. 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. 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 pay for Section 125 accounts for participants.

15:1.8 The Board agrees to pay the full cost of Washington National Disability Income Protection Insurance, Plan III, effective January 1, 1984. It is understood that the plan benefits and rates shall reflect appropriate increases to provide coverage at least equal to that provided under the New Jersey Temporary Disability Benefits Law as mandated by N.J.S.A. 43:21-42.

ARTICLE XVII MISCELLANEOUS PROVISIONS

16:1 Policy

16:1.1 This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitment contained herein and give them full force and effect as Board policy.

16:1.2 The Agreement represents and incorporates the complete and final understanding by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any matter that was within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except that the Board may reopen negotiations in order to fulfill its obligations by law.

16:1.3 The Board retains, subject to the limitations of the Agreement, all powers, rights, and authority vested in it by all laws, rules, and regulations, including but not limited to the management and direction of all the operations and activities of the school district, the hiring, discharge, and non-renewal of teachers and other employees, the transfer of teachers and other employees and the scheduling of the

work year, the evaluation of teachers and other employees, and for just cause, the suspension, reprimand, or discipline of teachers and other employees.

16:2 Separability

16:2.1 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.

16:3 Compliance Between Individual Contract and Master Agreement

16:3.1 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 any individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

16:4 Printing Agreement

16:4.1 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, hereinafter employed, or considered for employment by the Board.

16:5 No employee shall suffer any discipline or punishment as a result of their participation in job actions involved in or related to the strike of 12/23/1998 through 1/4/1999.

16.6 Youth Detention Center

Should the Association have any concern regarding working conditions at the Youth Detention Center, then upon request of the Association, the administration shall send a written request to schedule a meeting with the appropriate administrator at the Youth Detention Center. A representative of the Association may participate.

16:6 Notice

16:6.1 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 the Board:
Mercer County Special Services School District
1020 Old Trenton Road
Trenton, NJ 08690
- b. If by the Board to the Association:
Home address of the President

**ARTICLE XVIII
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2006 and shall continue until June 30, 2009.

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

MERCER COUNTY
SPECIAL SERVICES
BOARD OF
EDUCATION

MERCER COUNTY
SPECIAL SERVICES
EDUCATIONAL AND
THERAPEUTIC
ASSOCIATION

PRESIDENT

PRESIDENT

SECRETARY

SECRETARY

Date: _____

SCHEDULE A
TEACHERS' SALARY GUIDE

2006-07

<u>Step</u>	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	39,273	39,893	40,423	41,003	41,623	42,153	42,773
2	39,773	40,393	40,923	41,503	42,123	42,653	43,273
3	40,273	40,893	41,423	42,003	42,623	43,153	43,773
4	40,773	41,393	41,923	42,503	43,123	43,653	44,273
5	41,273	41,893	42,423	43,003	43,623	44,153	44,773
6	43,733	44,353	44,883	45,463	46,083	46,613	47,233
7	46,733	47,353	47,883	48,463	49,083	49,613	50,233
8	50,243	50,863	51,393	51,973	52,593	53,123	53,743
9	53,763	54,383	54,913	55,493	56,113	56,643	57,263
10	57,283	57,903	58,433	59,013	59,633	60,163	60,783
11	60,813	61,433	61,963	62,543	63,163	63,693	64,313
12	64,723	65,343	65,873	66,453	67,073	67,603	68,223
13	68,553	69,173	69,703	70,283	70,903	71,433	72,053
14	72,300	72,920	73,450	74,030	74,650	75,180	75,800

2007-08

<u>Step</u>	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	41,075	41,695	42,225	42,805	43,425	43,955	44,575
2	41,575	42,195	42,725	43,305	43,925	44,455	45,075
3	42,075	42,695	43,225	43,805	44,425	44,955	45,575
4	42,575	43,195	43,725	44,305	44,925	45,455	46,075
5	43,075	43,695	44,225	44,805	45,425	45,955	46,575
6	45,535	46,155	46,685	47,625	47,885	48,415	49,035
7	48,535	49,155	49,685	50,265	50,885	51,415	52,035
8	52,045	52,665	53,195	53,775	54,395	54,925	55,545
9	55,565	56,185	56,715	57,295	57,915	58,445	59,065
10	59,085	59,705	60,235	60,815	61,435	61,965	62,585
11	62,615	63,235	63,765	64,345	64,965	65,495	66,115
12	66,305	66,925	67,455	68,035	68,655	69,185	69,805
13	70,175	70,795	71,325	71,905	72,525	73,055	73,675
14	74,000	74,620	75,150	75,730	76,350	76,880	77,500

2008-09 Teachers

<u>Step</u>	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	42,960	43,580	44,110	44,690	45,310	45,840	46,460
2	43,460	44,080	44,610	45,190	45,810	46,340	46,960
3	43,960	44,580	45,110	45,690	46,310	46,840	47,460
4	44,460	45,080	45,610	46,190	46,810	47,340	47,960
5	44,960	45,580	46,110	46,690	47,310	47,840	48,460
6	47,420	48,040	48,570	49,150	49,770	50,300	50,920
7	50,420	51,040	51,570	52,150	52,770	53,300	53,920
8	53,930	54,550	55,080	55,660	56,280	56,810	57,430
9	57,450	58,070	58,600	59,180	59,800	60,330	60,950
10	60,970	61,590	62,120	62,700	63,320	63,850	64,470
11	64,500	65,120	65,650	66,230	66,850	67,380	68,000
12	68,330	68,950	69,480	70,060	70,680	71,210	71,830
13	72,160	72,780	73,310	73,890	74,510	75,040	75,660
14	76,000	76,620	77,150	77,730	78,350	78,880	79,500

Longevity Factor: \$1,200 additional pay for teachers with fifteen years to twenty years and \$1,500 additional pay for teachers with 20 years or more experience as certified teachers in a public school, a state operated school or a nonpublic school approved to receive handicapped pupils from public school districts. Credit will be granted to therapists for experience in clinics, hospitals or similar settings while working under a license or certificate in that discipline. Certified teachers who have been in the district for 20 years shall receive additional \$750 per year for a total of \$2,250 per year. (Fifteen years shall mean fifteen full school years or the aggregate of fifteen years total experience where part-time employment is a factor. Twenty years shall mean twenty full school years or the aggregate of twenty years total experience where part-time employment is a factor.) For persons hired to begin initial employment after January 5, 1999, longevity payments shall be made after fifteen full years in the district.

Those employees who have been in the district in a capacity other than a certified teacher and are then hired or have been hired as a certified teacher shall receive an additional \$300 per year after twelve (12) years of employment until they are eligible for longevity on Schedule A.

SCHEDULE B
CLASSROOM ASSISTANT'S SALARY GUIDE

2006-07

Step	A	B	C	D
1	18,544	18,844	18,844	19,144
2	18,894	19,194	19,194	19,494
3	19,244	19,544	19,544	19,844
4	19,594	19,894	19,894	20,194
5	19,944	20,244	20,244	20,544
6	20,344	20,644	20,644	20,944
7	20,744	21,044	21,044	21,344
8	21,673	21,973	21,973	22,273
9	23,084	23,384	23,384	23,684
10	24,464	24,764	24,764	25,064
11	25,629	25,929	25,929	26,229
12	27,198	27,498	27,498	27,798
13	28,866	29,166	29,166	29,466
14	30,639	30,939	30,939	31,239

2007-08

Step	A	B	C	D
1	19,196	19,496	19,496	19,796
2	19,546	19,846	19,846	20,146
3	19,896	20,196	20,196	20,496
4	20,246	20,546	20,546	20,846
5	20,596	20,896	20,896	21,196
6	20,996	21,296	21,296	21,596
7	21,396	21,696	21,696	21,996
8	22,325	22,625	22,625	22,925
9	23,736	24,036	24,036	24,336
10	25,116	25,416	25,416	25,716
11	26,429	26,729	26,729	27,029
12	27,998	28,298	28,298	28,598
13	29,666	29,966	29,966	30,266
14	31,419	31,719	31,719	32,019

2008-09 Assistants

Step	A	B	C	D
1	20,008	20,308	20,308	20,608
2	20,358	20,658	20,658	20,958
3	20,708	21,008	21,008	21,308
4	21,058	21,358	21,358	21,658
5	21,408	21,708	21,708	22,008
6	21,808	22,108	22,108	22,408
7	22,208	22,508	22,508	22,808
8	23,137	23,437	23,437	23,737
9	24,548	24,848	24,848	25,148
10	25,928	26,228	26,228	26,528
11	27,241	27,541	27,541	27,841
12	28,810	29,110	29,110	29,410
13	30,478	30,778	30,778	31,078
14	32,251	32,551	32,551	32,851

- Column "A": assistant base salary
- Column "B": assistant base salary plus differential for holding a substitute certificate
- Column "C": assistant base salary plus differential for holding a B.A. degree
- Column "D": assistant base salary plus differential for holding both a substitute certificate and a B.A. degree

Longevity Factor: Classroom Assistants and Crisis Intervention Specialists with twelve to twenty years experience as Classroom Assistants, Behavioral Assistants, Crisis Intervention Specialists (or equivalent positions) shall be entitled to \$700 additional pay per year. (Twelve years cumulative experience shall mean twelve full school years or the aggregate of twelve years total experience where part-time employment is a factor.) For persons hired to begin initial employment after January 5, 1999, longevity payments shall be made after twelve full years in the district.

Classroom Assistants and Crisis Intervention Specialists with twenty or more years experience as Classroom Assistants, Behavioral Assistants, Crisis Intervention Specialists (or equivalent positions) shall be entitled to \$850 additional pay per year. (Twenty years cumulative experience shall mean twelve full school years or the aggregate of twenty years total experience where part-time employment is a factor.) Classroom Assistants and Crisis Intervention Specialists with twenty years experience in the district as Classroom Assistants, Behavioral Assistants, Crisis Intervention Specialists (or equivalent positions) shall be entitled to an additional \$200 per year for a total of \$1,050 per year. For persons hired to begin initial employment after January 5, 1999, longevity payments shall be made after twelve full years in the district.

Those employees who have been in the district in a capacity other than a certified teacher and are then hired or have been hired as a certified teacher shall receive an additional \$300 per year after twelve (12) years of employment until they are eligible for longevity on Schedule A.

SCHEDULE C
CERTIFIED OCCUPATIONAL THERAPY
ASSISTANTS AND
PHYSICAL THERAPIST ASSISTANTS
SALARY GUIDES

Step	2006-07	2007-08	2008-09
1	37,419	37,919	38,419
2	37,919	38,419	38,919
3	38,419	38,919	39,419
4	38,919	39,419	39,919
5	39,419	39,919	40,419
6	39,919	40,419	40,919

B.A. Factor: \$300 additional pay per year for possessing a baccalaureate degree.

Longevity Factor: COTAs and PTAs with twelve to twenty years experience as a COTA, PTA or Classroom Assistant shall be entitled to \$700 additional pay per year. (Twelve years cumulative experience shall mean twelve full school years or the aggregate of twelve years total experience where part-time employment is a factor.) For persons hired to begin initial employment after January 5, 1999, longevity payments shall be made after twelve full years in the district.

COTAs and PTAs with twenty or more years experience as a COTA, PTA or Classroom Assistant shall be entitled to \$850 additional pay per year. (Twenty years cumulative experience shall mean twelve full school years or the aggregate of twenty years total experience where part-time employment is a factor.) COTAs and PTAs with twenty years experience in the district as a COTA, PTA or Classroom Assitant shall be entitled to an additional \$200 per year for a total of \$1,050 per year. For persons hired to begin initial employment after January 5, 1999, longevity payments shall be made after twelve full years in the district.

ADDENDUM A

**MEMORANDUM OF AGREEMENT
REGARDING PROFESSIONAL DEVELOPMENT**

WHEREAS, the Mercer County Special Services School Board (hereinafter the “Board”) and the Mercer County Special Services Educational and Therapeutic Association (hereinafter the “Association”) are parties to a “Collective Bargaining Agreement,” dated July 1, 2006 (hereafter the “CBA”) and are desirous of amending the CBA by understandings without formal supplementation;
and

WHEREAS, the Professional Development Committee, through its evaluation process, has found several concerns relative to the current professional development training and has made recommendations and will remain involved in this endeavor;

NOW, THEREFORE, it is agreed between the parties on June 7, 2006, as follows:

1. Two (2) staff days for 213 staff and one(1) staff day for 187 staff will remain unchanged.

2. The current scheduled in-service days includes one building level in-service day for all staff. The three (3) required additional in-service days for 187 staff may be replaced by fulfilling the appropriate amount of course hours from the course offerings proposed by the Board. These courses would be presented outside of the normal workday, such as: immediately before or after school, in the evening, during a school break, or on Saturday. This will allow for ongoing professional development throughout the school year. The schedule of Board course offerings will be disseminated and available to the members of the Association. Members may register for such courses as described in the Board’s Catalogue through their principal or supervisor. All such courses must be attended outside the regular school day.

3. Members of the Association may also attend training courses provided by their professional organization, which must be an NJ-approved provider whose training meets the professional development/PIP requirements. Said courses shall be submitted with brochures, descriptions, hours, dates, times, and locations, subject to approval by the Curriculum Office. This agreement in no way modifies the current practice for reimbursement for professional days.

4. A staff member may not be required to attend training outside of the school day and shall retain the option of obtaining training either during or outside of the school day.

5. The Board and the Association agree that each staff member will be credited with one day's pay for every five (5) hours or professional development hours accrued as follows:

a. 187 staff may accrue up to fifteen (15) hours which will be equal to three (3) day's pay;

6. Staff that are still in need of professional development hours may attend make up days, as necessary, following the last day of school for students.

7. Staff will be presented with a professional development certificate upon completion of each training session. The Board will maintain a record of each staff member's sessions completed.

8. The Board and the Association agree that the foregoing provisions shall for all purposes be deemed to have been agreed for the present and mutual convenience of the parties to the CBA and are in no way intended to establish or alter any practice or precedent of the parties in implementing the CBA or any successor agreements or to otherwise amend the CBA in any respect.

9. This Agreement shall be added as an addendum to the 2006 – 2009 contract.

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed by its duly authorized officers.

ATTEST:

MERCER COUNTY SPECIAL
SERVICES SCHOOL BOARD

By: _____
KENNETH HALL, Ed.D.
INTERIM SUPERINTENDENT

By: _____
ROSEMARIE BONOMO
BOARD PRESIDENT

MERCER COUNTY SPECIAL
SERVICES EDUCATIONAL
AND THERAPEUTIC ASSOC.

By: _____
PATRICIA DURASTANTI
PRESIDENT

ADDENDUM B