

**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**  
**07/01/2015 – 06/30/2018**

## **PREAMBLE**

This Agreement entered into this July 6, 2016 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
- One on One Assistants
- Individual Behavioral Assistants
- Nurses
- School Nurses
- School Counselors
- School Social Workers
- School Psychologists
- Learning Disabilities Teacher Consultants
- Certified Occupational Therapy Assistants
- Physical Therapy Assistants
- Crisis Intervention Specialist
- Case Manager
- Substance Assistance Counselor

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 IV 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 V 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 stationary 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 stationary, authorized by the Association, and copies thereof shall be given to the building principal on the same date as the material is posted.

**5.5** President Schedule Accommodation: The Association President shall have a duty-free period to tend to Association Business so long as the free period is during the morning bus duty time period.

**ARTICLE VI  
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.

**6:1.2** Employee shall work three (3) reduced session days during the In-School Work Year. The remainder of these days shall be dedicated to professional development.

**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 1/187<sup>th</sup> of the Employee's annual salary.

**6:4 Extended School Year**

**6:4.1** An Extended School Year (ESY) Program will be provided pursuant to each student's need as determined by their IEPs.

Effective July 1, 2010, staff working the ESY will have a total work year of 187 days plus the additional days worked during ESY. They shall be paid 1/187<sup>th</sup> of their ten-month salary for each of the extra ESY days worked. 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.

**6:4.2** Compensation for the ESY program will be in four (4) equal paychecks during July and August.

**6:4.3** ESY Employees working fifty percent (50%) or more of the ESY school year will receive their salary at their regular rate of pay. Employees working less than fifty percent (50%) of the ESY school year will receive hourly wage at the per diem rate with no extra benefits.

**6:5 Extended School Year Employment, Attendance, Probation and Forfeiture**

**6:5.1** All current Employees in the bargaining unit with previous district ESY/12 month experience since July 1, 1999, will be given first preference for openings. Every effort will be made to fill ESY positions with bargaining unit Employees prior to seeking employees from outside the bargaining unit. ESY Probation and Forfeiture terms will supersede automatic eligibility.

**6:5.2** If an Employee working ESY is absent more than three (3) days during an ESY, paid or unpaid, inclusive of sick leave, personal leave, family illness leave, bereavement leave, unpaid leave or unspecified paid approved leave by the Board, with the exception of jury duty, professional days when directed in writing by the Superintendent his/her designee or when approved by the procedure in Article 9.9; however, for professional days during ESY, the request shall be made thirty calendar days prior to ESY commencing, and/or five (5) bereavement days as per Article 9:6.1(a), that Employee will be docked for the fourth day and any additional days absent during that ESY as follows: Teachers (Certified staff) will be docked \$90.00

(ninety dollars) per day and Assistants (non-certified staff) will be docked \$70.00 (seventy dollars) per day. Should an Employee that has been absent more than three (3) days during the ESY work in the ESY in a subsequent year, he or she would be placed on Probation Status.

**6:5.3** If an Employee is placed on Probation Status pursuant to Section 6:5.2 works during the ESY in the year immediately following the year in which the Employee was placed on Probation Status, or if the employee does not work the year immediately following the year in which the employee was placed on Probation Status, then the year following the employee works, the Employee shall be docked their per diem rate of pay for any days on which he/she is absent, exclusive of jury duty, Professional days when directed in writing by the Superintendent or his/her designee or when approved by the procedure in Article 9.9; however, for professional days during ESY, the request must be made thirty calendar days prior to ESY commencing, and/or five (5) bereavement days as per Article 9:6.1(a).

**6:5.4** If an Employee on Probation Status is absent for more than three (3) days exclusive of jury duty, Professional days when directed in writing by the Superintendent or his/her designee or when approved by the procedure in Article 9.9; however, for professional days during ESY, the request must be made thirty calendar days prior to ESY commencing, and/or five (5) bereavement days as per Article 9:6.1(a) and/or if the employee does not work the year immediately following the year in which the employee was placed on probationary status, then the year following the employee works, in the year immediately following the cause of Probation Status as per Article 6:5.2, the Employee shall forfeit their option to work any future ESY and shall forfeit all future hiring preference. Should the administration offer the Employee an ESY position, after this forfeiture status, the Employee shall receive no more than the same terms and conditions offered all out of district Employees.

**6:5.5** If an Employee works in a subsequent year and the Employee has no absences while on Probation Status during the ESY, with the exception of jury duty and/or five (5) bereavement days as per Article 9:6.1(a), then the Employee will be restored from Probation Status at the start of the ESY in the immediate following year.

**6:5.6** No later than October 1<sup>st</sup> immediately following the ESY program the Association shall receive the names of all ESY employees (district and out of district); the rate of compensation, the number of days absent during the ESY program, the reason the days were taken, and probation or forfeiture status for the subsequent school year of all in-district employees.

**6:5.7** If an ESY employee on probation status is absent due to an extreme unforeseen catastrophic medical condition that arises during ESY, such as cancer, heart attack, stroke, etc., he/she may appeal to the Superintendent in order to be granted exclusionary status for these absences which were due to extreme unforeseen circumstances. If the Superintendent grants exclusionary status for the absences then the absences will not count against the staff member's ESY attendance status.

## **ARTICLE VII 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 part-time 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) continuous 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 \$44.00 for the lost preparation period effective retroactive to 9/1/15. 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.

**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 VIII  
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)
- Doctorate/PHD/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. In order to move on the salary guide for degree plus the employee must submit his/her application and proof of credit received to the Business Office between January 1 and June 30 to move on the guide on July 1<sup>st</sup>, and between July 1 and December 31<sup>st</sup> of the calendar year to move on the guide effective January 1<sup>st</sup> of the next calendar year.

**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. 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 the fifteenth (15) and thirtieth (30) of each month. (In months with less than thirty days the second pay shall be paid on the last day of the month). 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 15<sup>th</sup> 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 \$50.00 per day. The amount paid for such coverage shall be increased as follows: effective July 1, 2013 - \$70.00; effective July 1, 2014 - \$75.00.

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 Extended School Year 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, 2012 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)	\$150.00
Half day workshop (2 1/2 hours)	\$ 75.00
Special presentation (1 hour)	\$ 50.00

**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

Student Council – Maximum 70 hours (to be consistent with current staffing of paid positions)

Cheerleading – Basketball – Maximum 30 hours (to be consistent with current staffing of paid positions)

## **ARTICLE IX 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, 2012, 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 two hundred (200) 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, spouse, civil union partner, parent, step-parent, parent-in-law, child, step-child, son/daughter-in-law, sibling, grandparent, grandchild and/or any other member of the employee's immediate household.
- b. Two (2) days 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 with a minimum of five (5) full years of continuous employment in the District 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 X  
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 XI  
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 XII  
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. The surveillance cameras in areas such as cafeterias, Retail Marketing Vocational Setting (currently called "Chucks Place"), the High School Technology Classroom, the High School Exercise Room and hallways throughout the district, shall be only used for safety and security monitoring

purposes and shall not be used for observation or evaluation of staff in any manner.

**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, evaluation report or videotape 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.

**12:1.3(a)** There shall be only two (2) copies of any videotape prepared by the evaluators of a Teacher in connection with an observation/evaluation of a Teacher (the "Teacher Videotape"). The Teacher's immediate supervisor shall keep one (1) copy of the Teacher Videotape in a secure location and the Teacher shall receive one (1) copy. The Association shall be informed of the location of the copy of the Teacher Videotape maintained by the Teacher's immediate supervisor.

**12:1.3(b)** The administration shall not voluntarily share the video tape with any party not affiliated with the District and it may only be used by the District for the purpose of evaluation. The Teacher Videotape shall be no less than a twenty (20) minute observation of the Teacher.

**12:1.3(c)** The Teacher Videotape may be relied upon by the Teacher's evaluator(s) as one of multiple sources of information which can form the basis of a Teacher's evaluation.

**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 hard copy of any class visit, evaluation report or videotape 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.

**12:2.4(a)** There shall be only two (2) copies of any videotape prepared by the evaluators of an Assistant in connection with an observation/evaluation of an Assistant (the "Assistant Videotape"). The Assistant's immediate supervisor shall keep one (1) copy of the Assistant Videotape in a secure location and the Assistant shall receive one (1) copy. The Association shall be informed of the location of the copy of the Assistant Videotape maintained by the Assistant's immediate supervisor.

**12:2.4(b)** The administration shall not voluntarily share the video tape with any party not affiliated with the District and it may only be used by the District for the purpose of evaluation. The Assistant Videotape shall be no less than a twenty (20) minute observation of the Assistant.

**12:2.4(c)** The Assistant Videotape may be relied upon by the Assistant's evaluator(s) as one of multiple sources of information which can form the basis of an Assistant's evaluation.

**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 XIII  
SENIORITY AND JOB SECURITY FOR ASSISTANTS**

**13:1** This Article became 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.

Employees shall accumulate seniority credit throughout their employment in the district. When an employee, hired prior to June 30, 2013, that has not yet reached thirty-six (36) months and one day of seniority credit, is laid off due to a reduction in force and then is rehired, the employee will have their accumulated seniority credit and benefits restored as of the date of the layoff.

Any employee hired on or after July 1, 2013, that has not yet reached thirty-six (36) months and one day of seniority credit, is laid off due to a reduction in force and then is rehired within twelve (12) months, the employee will have their accumulated seniority credit and benefits restored as of the date of layoff.

Example:

One on One 5 years

IBA 2 years

RIF

Back to One on One - (IBA seniority does not continue to grow)  
(One on one seniority = 7 years)  
(IBA seniority = 2 years)

“Individual Behavioral Assistants” shall earn “IBA” seniority only while working in the category of “Individual Behavioral Assistants.”

**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.

**13:3.1** Classroom assistants, one on one assistants, individual behavior assistants and crisis intervention specialists shall carry their seniority with them if they move into certified position employment within the district. They will continue to accumulate seniority credit retroactive to their first day of employment as a classroom assistant, one on one assistant, individual behavior assistant or crisis intervention specialist and will also accumulate seniority in the certificated position from their first day of employment in that position.

**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 fifteen (15) 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 XIV 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 XV INSURANCE PROTECTION**

### **15:1 Insurance Protection**

**15:1.1** The Board shall provide insurance benefits ("Benefits"), which includes medical, prescription drug, and dental coverage, as described hereinafter to Employees and their eligible dependents, where Employees elect to receive and are eligible for such protection. Any Employee who was previously employed by the Board and resumes employment after a resignation or termination shall be deemed a "new Employee."

**15:1.2** Consistent with applicable law and regulations, Employees who are eligible for and elect to receive Benefits shall contribute toward the cost of the premium for such Benefits as required by law. Consistent with applicable law and regulations, the Board will pay for the remainder of the cost of the premium for such Benefits.

**15:1.3** Consistent with applicable law and regulations, the Board shall offer a flexible spending account plan (“FSA Plan”) for participation by all Employees.

**15:1.4** The Board shall provide health insurance benefits through the School Employee Health Benefits Program (SEHBP) of Direct Ten or its equivalent, the current HMO choices or their equivalent (as of May 12, 2010), and NJ Direct High Deductible Plans.

**15:1.5** The Board shall provide a prescription drug plan, with contraceptives, to Employees and their dependents. The co-pay shall be Ten Dollars (\$10.00) for generic, Fifteen Dollars (\$15.00) for name brand, and Five Dollars (\$5.00) for mail order.

**15:1.6** The Board shall pay all dental premiums for all Employees and the dental rider regarding the maximum annual benefit level to One Thousand Five Hundred Dollars (\$1,500.00) for all Employees and their dependents.

**15:1.7 Health Insurance Waiver Incentive Payments**

Subject to restrictions involving multiple coverages pursuant to applicable law and regulations, the Board will make the following payments to Employees who voluntarily waive their medical, prescription and/or dental insurance coverage who are eligible for coverage under Article 15:1.1.

	<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 1<sup>st</sup> through December 31<sup>st</sup>. The May payment will reflect any eligible months from January 1<sup>st</sup> through June 30<sup>th</sup>. Employees that choose the cash option must reapply each year. Proof of other coverage must be submitted with each request for the

cash option. Employees will be eligible for immediate re-enrollment due to life circumstance changes. The Board will create and maintain Section 125 accounts for participants.

**15:1.8** The Board agrees to pay the cost of Disability Income Protection Insurance. 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 XVI 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 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 email 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 XVII  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2015 and shall continue until June 30, 2018


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: 8/9/16

**SALARY INCREASES:**

- 2015-2016: 2.55% inclusive of increment-**effective July 1, 2015**
- 2016-2017 2.65% inclusive of increments
- 2017-2018 2.75% inclusive of increments

**SCHEDULE A**  
**TEACHERS' SALARY GUIDE**

2015-2016

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	Doctorate/ PHD/MA+45
1	54,865	55,485	56,065	56,645	57,265	57,795	58,415
2	55,165	55,785	56,365	56,945	57,565	58,095	58,715
3	55,465	56,085	56,665	57,245	57,865	58,395	59,015
4	55,765	56,385	56,965	57,545	58,165	58,695	59,315
5	56,265	56,885	57,465	58,045	58,665	59,195	59,815
6	58,435	59,055	59,635	60,215	60,835	61,365	61,985
7	61,430	62,050	62,630	63,210	63,830	64,360	64,980
8	64,535	65,155	65,735	66,315	66,935	67,465	68,085
9	67,750	68,370	68,950	69,530	70,150	70,680	71,300
10	71,075	71,695	72,275	72,855	73,475	74,005	74,625
11	74,510	75,130	75,710	76,290	76,910	77,440	78,060
12	78,055	78,675	79,255	79,835	80,455	80,985	81,605
13	81,710	82,330	82,910	83,490	84,110	84,640	85,260
14	85,475	86,095	86,675	87,255	87,875	88,405	89,025

2016-2017

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	Doctorate/ PHD/MA+45
1	56,695	57,315	57,895	58,475	59,095	59,625	60,245
2	56,995	57,615	58,195	58,775	59,395	59,925	60,545
3	57,295	57,915	58,495	59,075	59,695	60,225	60,845
4	57,795	58,415	58,995	59,575	60,195	60,725	61,345
5	58,570	59,190	59,770	60,350	60,970	61,500	62,120
6	60,735	61,355	61,935	62,515	63,135	63,665	64,285
7	63,590	64,210	64,790	65,370	65,990	66,520	67,140
8	66,570	67,190	67,770	68,350	68,970	69,500	70,120
9	69,675	70,295	70,875	71,455	72,075	72,605	73,225
10	72,905	73,525	74,105	74,685	75,305	75,835	76,455
11	76,260	76,880	77,460	78,040	78,660	79,190	79,810
12	79,740	80,360	80,940	81,520	82,140	82,670	83,290
13	83,345	83,965	84,545	85,125	85,745	86,275	86,895
14	87,075	87,695	88,275	88,855	89,475	90,005	90,625

2017-2018

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	Doctorate/ PHD/MA+45
1	58,410	59,030	59,610	60,190	60,810	61,340	61,960
2	58,910	59,530	60,110	60,690	61,310	61,840	62,460
3	59,410	60,030	60,610	61,190	61,810	62,340	62,960
4	60,160	60,780	61,360	61,940	62,560	63,090	63,710
5	61,160	61,780	62,360	62,940	63,560	64,090	64,710
6	63,575	64,195	64,775	65,355	65,975	66,505	67,125
7	66,185	66,805	67,385	67,965	68,585	69,115	69,735
8	68,955	69,575	70,155	70,735	71,355	71,885	72,505
9	71,875	72,495	73,075	73,655	74,275	74,805	75,425
10	74,945	75,565	76,145	76,725	77,345	77,875	78,495
11	78,165	78,785	79,365	79,945	80,565	81,095	81,715
12	81,535	82,155	82,735	83,315	83,935	84,465	85,085
13	85,055	85,675	86,255	86,835	87,455	87,985	88,605
14	88,725	89,345	89,925	90,505	91,125	91,655	92,275

**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 ASSISTANTS' SALARY GUIDE**

**2015-2016**

Step	A	B	C	D
1	22,962	23,262	23,262	23,562
2	23,162	23,462	23,462	23,762
3	23,511	23,811	23,811	24,111
4	23,861	24,161	24,161	24,461
5	24,211	24,511	24,511	24,811
6	24,701	25,001	25,001	25,301
7	25,086	25,386	25,386	25,686
8	25,726	26,026	26,026	26,326
9	27,176	27,476	27,476	27,776
10	28,595	28,895	28,895	29,195
11	29,942	30,242	30,242	30,542
12	31,555	31,855	31,855	32,155
13	33,262	33,562	33,562	33,862
14	35,074	35,374	35,374	35,674
15	36,274	36,574	36,574	36,874

**2016-2017**

Step	A	B	C	D
1	23,325	23,625	23,625	23,925
2	23,525	23,825	23,825	24,125
3	23,725	24,025	24,025	24,325
4	24,047	24,347	24,347	24,647
5	24,402	24,702	24,702	25,002
6	24,772	25,072	25,072	25,372
7	25,277	25,577	25,577	25,877
8	25,867	26,167	26,167	26,467
9	27,317	27,617	27,617	27,917
10	28,737	29,037	29,037	29,337
11	30,087	30,387	30,387	30,687
12	31,687	31,987	31,987	32,287
13	33,387	33,687	33,687	33,987
14	35,187	35,487	35,487	35,787
15	36,852	37,152	37,152	37,452

**2017-2018**

Step	A	B	C	D
1	23,762	24,062	24,062	24,362
2	23,962	24,262	24,262	24,562
3	24,162	24,462	24,462	24,762
4	24,362	24,662	24,662	24,962
5	24,717	25,017	25,017	25,317
6	25,072	25,372	25,372	25,672
7	25,572	25,872	25,872	26,172
8	26,172	26,472	26,472	26,772
9	27,487	27,787	27,787	28,087
10	28,902	29,202	29,202	29,502
11	30,417	30,717	30,717	31,017
12	32,032	32,332	32,332	32,632
13	33,747	34,047	34,047	34,347
14	35,562	35,862	35,862	36,162
15	37,477	37,777	37,777	38,077

- 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**

2015-2016		2016-2017		2017-2018	
Step	Salary	Step	Salary	Step	Salary
1	42,762	1	42,762	1	42,762
2	43,262	2	43,262	2	43,262
3	43,762	3	43,762	3	43,762
4	44,262	4	44,262	4	44,262
5	44,762	5	44,762	5	44,762
6	45,262	6	45,262	6	45,262

**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 Assistant 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.

**SCHEDULE D**  
**CRISIS INTERVENTION SPECIALIST**  
**\*SALARIES ARE BASED ON 213 DAY WORK YEAR**

**2015-2016**

Step	A	B	C	D
A	41,183	41,483	41,483	41,783
1	41,733	42,033	42,033	42,333
2	42,283	42,583	42,583	42,883
3	42,833	43,133	43,133	43,433
4	43,383	43,683	43,683	43,983
5	43,933	44,233	44,233	44,533
6	44,433	44,733	44,733	45,033

**2016-2017**

Step	A	B	C	D
A	41,199	41,499	41,499	41,799
B	41,779	42,079	42,079	42,379
1	42,359	42,659	42,659	42,959
2	42,939	43,239	43,239	43,539
3	43,519	43,819	43,819	44,119
4	44,099	44,399	44,399	44,699
5	44,679	44,979	44,979	45,279
6	45,259	45,559	45,559	45,859

**2017-2018**

Step	A	B	C	D
A=1	41,225	41,525	41,525	41,825
B=2	41,850	42,150	42,150	42,450
C=3	42,475	42,775	42,775	43,075
1=4	43,100	43,400	43,400	43,700
2=5	43,725	44,025	44,025	44,325
3=6	44,350	44,650	44,650	44,950
4=7	44,975	45,275	45,275	45,575
5=8	45,600	45,900	45,900	46,200
6=9	46,225	46,525	46,525	46,825

**SCHEDULE E**

**Overnight trips**                      **\$90.00 per employee per night**