

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
07/01/2018 – 06/30/2022

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PREAMBLE

This Agreement entered into this January 7, 2020 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 1/187th 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 IEP's.

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 1/187th 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 1st 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.

7:1.9 Therapists Daily Documentation Time

Physical Therapists, Occupational Therapists and Speech Therapists/Correctionists shall be released from PM bus duty in order to use this time to enter daily documentation, via the computer, for each student that they service throughout the 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 workday 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 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./B.A.+45 45 hours (18 of which shall be directly related to assigned instructional or service responsibilities)

- M.A.+15/ B.A.+60
 - M.A.+15 15 hours (6 of which shall be directly related to assigned instructional or service responsibilities)
 - B.A. +60 60 hours (24 of which shall be directly related to assigned instructional or service responsibilities)

- M.A.+30/ B.A.+75
 - M.A.+30 30 hours (12 of which shall be directly related to assigned instructional or service responsibilities)
 - B.A.+75 75 hours (30 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 (or for Classroom Assistants, Crisis Intervention Specialists, Individual Behavior Assistants or One on One Assistants for a certificate or bachelor’s degree) the employee must submit his/her application and proof of credit received to the Business Office between January 1st and June 30th to move on the guide as of July 1st, and between July 1st and December 31st calendar year to move on the guide effective January 1st 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 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 \$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

Drum Line - Maximum 40 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, sister/brother-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 reimbursed for the cost of attendance of the conference, workshop or seminar that they attend with the use of the professional leave day, as outlined in this article 9:9.1, or for conference, workshop or seminar on their own time, during the weekend, or when school is closed as long as they have prior approval for reimbursement from the superintendent or his/her designee. There will be a maximum reimbursement for up to 2 conferences, workshops, or seminars per year and at a maximum of two hundred (200) dollars per school year. Proof of payment of the cost of the session(s) and attendance of the Professional Development session(s) must be submitted in order to receive monetary reimbursement from the District.

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 equivalent to benefits it provides as of June 30, 2018.

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 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 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 Notice

16:5.1 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, 2018 and shall continue until June 30, 2022.

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: 1/28/2020

Date: 1/28/2020

SALARY INCREASES:

- 2018-2019: 3.2% inclusive of increment
- 2019-2020 3.5% inclusive of increment
- 2020-2021 3.9% inclusive of increment
- 2021-2022 3.9% inclusive of increment

SCHEDULE A
TEACHERS' SALARY GUIDE

2018-2019

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	Doctorate/PH D/MA+45
1	60,280	60,900	61,480	62,060	62,680	63,210	63,830
2	60,780	61,400	61,980	62,560	63,180	63,710	64,330
3	61,280	61,900	62,480	63,060	63,680	64,210	64,830
4	62,080	62,700	63,280	63,860	64,480	65,010	65,630
5	63,230	63,850	64,430	65,010	65,630	66,160	66,780
6	65,655	66,275	66,855	67,435	68,055	68,585	69,205
7	68,255	68,875	69,455	70,035	70,655	71,185	71,805
8	71,030	71,650	72,230	72,810	73,430	73,960	74,580
9	73,930	74,550	75,130	75,710	76,330	76,860	77,480
10	76,930	77,550	78,130	78,710	79,330	79,860	80,480
11	80,155	80,775	81,355	81,935	82,555	83,085	83,705
12	83,530	84,150	84,730	85,310	85,930	86,460	87,080
13	87,050	87,670	88,250	88,830	89,450	89,980	90,600
14	90,725	91,345	91,925	92,505	93,125	93,655	94,275

2019-2020

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	Doctorate/ PHD/MA+45
1	62,485	63,105	63,685	64,265	64,885	65,415	66,035
2	62,985	63,605	64,185	64,765	65,385	65,915	66,535
3	63,485	64,105	64,685	65,265	65,885	66,415	67,035
4	64,285	64,905	65,485	66,065	66,685	67,215	67,835
5	65,435	66,055	66,635	67,215	67,835	68,365	68,985
6	67,860	68,480	69,060	69,640	70,260	70,790	71,410
7	70,460	71,080	71,660	72,240	72,860	73,390	74,010
8	73,235	73,855	74,435	75,015	75,635	76,165	76,785
9	76,135	76,755	77,335	77,915	78,535	79,065	79,685
10	79,135	79,755	80,335	80,915	81,535	82,065	82,685
11	82,360	82,980	83,560	84,140	84,760	85,290	85,910
12	85,735	86,355	86,935	87,515	88,135	88,665	89,285
13	89,260	89,880	90,460	91,040	91,660	92,190	92,810
14	92,875	93,495	94,075	94,655	95,275	95,805	96,425

SCHEDULE A
TEACHERS' SALARY GUIDE (continued)

2020-2021

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	Doctorate/ PHD/MA+45
1	64,970	65,590	66,170	66,750	67,370	67,900	68,520
2	65,470	66,090	66,670	67,250	67,870	68,400	69,020
3	65,970	66,590	67,170	67,750	68,370	68,900	69,520
4	66,770	67,390	67,970	68,550	69,170	69,700	70,320
5	67,920	68,540	69,120	69,700	70,320	70,850	71,470
6	70,345	70,965	71,545	72,125	72,745	73,275	73,895
7	72,945	73,565	74,145	74,725	75,345	75,875	76,495
8	75,720	76,340	76,920	77,500	78,120	78,650	79,270
9	78,620	79,240	79,820	80,400	81,020	81,550	82,170
10	81,620	82,240	82,820	83,400	84,020	84,550	85,170
11	84,845	85,465	86,045	86,625	87,245	87,775	88,395
12	88,220	88,840	89,420	90,000	90,620	91,150	91,770
13	91,745	92,365	92,945	93,525	94,145	94,675	95,295
14	95,375	95,995	96,575	97,155	97,775	98,305	98,925

2021-2022

	BA	BA+15	BA+30	MA	MA+15	MA+30	Doctorate/ PHD/MA+45
1	68,120	68,740	69,320	69,900	70,520	71,050	71,670
2	68,620	69,240	69,820	70,400	71,020	71,550	72,170
3	69,120	69,740	70,320	70,900	71,520	72,050	72,670
4	69,820	70,440	71,020	71,600	72,220	72,750	73,370
5	70,820	71,440	72,020	72,600	73,220	73,750	74,370
6	72,920	73,540	74,120	74,700	75,320	75,850	76,470
7	75,520	76,140	76,720	77,300	77,920	78,450	79,070
8	78,295	78,915	79,495	80,075	80,695	81,225	81,845
9	81,195	81,815	82,395	82,975	83,595	84,125	84,745
10	84,195	84,815	85,395	85,975	86,595	87,125	87,745
11	87,395	88,015	88,595	89,175	89,795	90,325	90,945
12	90,770	91,390	91,970	92,550	93,170	93,700	94,320
13	94,295	94,915	95,495	96,075	96,695	97,225	97,845
14	97,925	98,545	99,125	99,705	100,325	100,855	101,475

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.

For Certified teachers, the longevity factor shall be \$1,250 additional pay for teachers with fifteen years to twenty years experience as certified teachers in the district and \$1,550 additional pay for teachers with 20 years or more experience as certified teachers in the district

Certified teachers who have been in the district for 20 years shall receive additional \$750 per year for a total of \$2,300 per year.

For all references regarding longevity in this section, 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 \$450 per year after twelve (12) years of employment until they are eligible for longevity on Schedule A. Such employees shall also be given ½ service credit towards certified teacher longevity for time employed in the district in a capacity other than a certified teacher (as described in the example below):

Example:

Employee A worked for MCSSSD as a Classroom Assistant for 4 full school years
= 2 years credit toward certified teacher longevity.

Employee is then hired as a Certified Teacher and works 13 full school years in the district
= 13 years credit toward certified teacher longevity.

Therefore, Employee A is now eligible for longevity on Schedule A as having achieved the
15 years minimum requirement.

SCHEDULE B
CLASSROOM ASSISTANTS' SALARY GUIDE

2018-2019

Step	A	B	C	D
1	24,362	24,662	24,662	24,962
2	24,562	24,862	24,862	25,162
3	24,762	25,062	25,062	25,362
4	24,962	25,262	25,262	25,562
5	25,312	25,612	25,612	25,912
6	25,662	25,962	25,962	26,262
7	26,162	26,462	26,462	26,762
8	26,862	27,162	27,162	27,462
9	28,162	28,462	28,462	28,762
10	29,562	29,862	29,862	30,162
11	31,062	31,362	31,362	31,662
12	32,687	32,987	32,987	33,287
13	34,412	34,712	34,712	35,012
14	36,252	36,552	36,552	36,852
15	38,202	38,502	38,502	38,802

2019-2020

Step	A	B	C	D
1	25,077	25,377	25,377	25,677
2	25,277	25,577	25,577	25,877
3	25,477	25,777	25,777	26,077
4	25,677	25,977	25,977	26,277
5	26,027	26,327	26,327	26,627
6	26,377	26,677	26,677	26,977
7	26,877	27,177	27,177	27,477
8	27,577	27,877	27,877	28,177
9	28,877	29,177	29,177	29,477
10	30,277	30,577	30,577	30,877
11	31,777	32,077	32,077	32,377
12	33,402	33,702	33,702	34,002
13	35,152	35,452	35,452	35,752
14	37,052	37,352	37,352	37,652
15	39,027	39,327	39,327	39,627

SCHEDULE B
CLASSROOM ASSISTANTS' SALARY GUIDE (continued)

2020-2021

Step	A	B	C	D
1	25,967	26,267	26,267	26,567
2	26,167	26,467	26,467	26,767
3	26,367	26,667	26,667	26,967
4	26,567	26,867	26,867	27,167
5	26,917	27,217	27,217	27,517
6	27,267	27,567	27,567	27,867
7	27,767	28,067	28,067	28,367
8	28,467	28,767	28,767	29,067
9	29,767	30,067	30,067	30,367
10	31,167	31,467	31,467	31,767
11	32,702	33,002	33,002	33,302
12	34,352	34,652	34,652	34,952
13	36,127	36,427	36,427	36,727
14	38,027	38,327	38,327	38,627
15	40,002	40,302	40,302	40,602

2021-2022

Step	A	B	C	D
1	26,802	27,102	27,102	27,402
2	27,002	27,302	27,302	27,602
3	27,202	27,502	27,502	27,802
4	27,402	27,702	27,702	28,002
5	27,677	27,977	27,977	28,277
6	28,027	28,327	28,327	28,627
7	28,627	28,927	28,927	29,227
8	29,327	29,627	29,627	29,927
9	30,627	30,927	30,927	31,227
10	32,027	32,327	32,327	32,627
11	33,627	33,927	33,927	34,227
12	35,277	35,577	35,577	35,877
13	37,102	37,402	37,402	37,702
14	39,027	39,327	39,327	39,627
15	41,002	41,302	41,302	41,602

- 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, One on One Assistants, Behavioral Assistants and Crisis Intervention Specialists with twelve to twenty years experience as Classroom Assistants, One on One Assistants, Behavioral Assistants, Crisis Intervention Specialists (or equivalent positions) shall be entitled to \$700 additional pay per year.

Classroom Assistants, One on One Assistants, Behavioral Assistants and Crisis Intervention Specialists with twenty or more years experience as Classroom Assistants, One on One Assistants, Behavioral Assistants, Crisis Intervention Specialists (or equivalent positions) shall be entitled to \$850 additional pay per year.

For Classroom Assistants, One on One Assistants, Behavioral Assistants and Crisis Intervention Specialists, the longevity factor shall be \$750 additional pay for Classroom Assistants, One on One Assistants, Behavioral Assistants and Crisis Intervention Specialists with fifteen years to twenty years in the district as Classroom Assistants, One on One Assistants, Behavioral Assistants, Crisis Intervention Specialists and \$900 additional pay for Classroom Assistants, One on One Assistants, Behavioral Assistants and Crisis Intervention Specialists with 20 years or more experience in the district as Classroom Assistants, One on One Assistants, Behavioral Assistants, Crisis Intervention Specialists.

Classroom Assistants, One on One Assistants, Behavioral Assistants and Crisis Intervention Specialists with twenty years experience in the district as Classroom Assistants, One on One Assistants, Behavioral Assistants, Crisis Intervention Specialists (or equivalent positions) shall be entitled to an additional \$200 per year for a total of \$1,100 per year.

For all references regarding longevity in this section, 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. 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 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 \$450 per year after twelve (12) years of employment until they are eligible for longevity on Schedule A. Such employees shall also be given ½ service credit towards certified teacher longevity for time employed in the district in a capacity other than a certified teacher (as described in the example below):

Example:

Employee A worked for MCSSSD as a Classroom Assistant for 4 full school years
= 2 years credit toward certified teacher longevity.

Employee is then hired as a Certified Teacher and works 13 full school years in the district
= 13 years credit toward certified teacher longevity.

Therefore, Employee A is now eligible for longevity on Schedule A as having achieved the
15 years minimum requirement.

SCHEDULE C

**CERTIFIED OCCUPATIONAL THERAPY ASSISTANTS AND
PHYSICAL THERAPIST ASSISTANTS SALARY GUIDES**

2018-2019		2019-2020		2020-2021		2021-2022	
Step	Salary	Step	Salary	Step	Salary	Step	Salary
1	42,762	1	42,762	1	42,762	1	42,762
2	43,262	2	43,262	2	43,262	2	43,262
3	43,762	3	43,762	3	43,762	3	43,762
4	44,262	4	44,262	4	44,262	4	44,262
5	44,762	5	44,762	5	44,762	5	44,762
6	45,262	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.

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.

COTAs and PTAs with twelve to twenty years experience as a COTA, PTA or Classroom Assistant in the district shall be entitled to \$750 additional pay per year.

COTAs and PTAs with twenty or more years experience as a COTA, PTA or Classroom Assistant in the district shall be entitled to \$900 additional pay per year.

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 \$1,100 per year.

For all references regarding longevity in this section, 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. 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 twelve full years in the district.

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

2018-2019

Step	A	B	C	D
1	42,525	42,825	42,825	43,125
2	43,150	43,450	43,450	43,750
3	43,775	44,075	44,075	44,375
4	44,400	44,700	44,700	45,000
5	45,025	45,325	45,325	45,625
6	45,650	45,950	45,950	46,250
7	46,275	46,575	46,575	46,875
8	46,900	47,200	47,200	47,500
9	47,525	47,825	47,825	48,125

2019-2020

Step	A	B	C	D
1	44,015	44,315	44,315	44,615
2	44,640	44,940	44,940	45,240
3	45,265	45,565	45,565	45,865
4	45,890	46,190	46,190	46,490
5	46,515	46,815	46,815	47,115
6	47,140	47,440	47,440	47,740
7	47,765	48,065	48,065	48,365
8	48,390	48,690	48,690	48,990
9	49,015	49,315	49,315	49,615

SCHEDULE D
CRISIS INTERVENTION SPECIALIST (continued)
***SALARIES ARE BASED ON 213 DAY WORK YEAR**

2020-2021

Step	A	B	C	D
1	45,835	46,135	46,135	46,435
2	46,460	46,760	46,760	47,060
3	47,085	47,385	47,385	47,685
4	47,710	48,010	48,010	48,310
5	48,335	48,635	48,635	48,935
6	48,960	49,260	49,260	49,560
7	49,585	49,885	49,885	50,185
8	50,210	50,510	50,510	50,810
9	50,835	51,135	51,135	51,435

2021-2022

Step	A	B	C	D
1	47,730	48,030	48,030	48,330
2	48,355	48,655	48,655	48,955
3	48,980	49,280	49,280	49,580
4	49,605	49,905	49,905	50,205
5	50,230	50,530	50,530	50,830
6	50,855	51,155	51,155	51,455
7	51,480	51,780	51,780	52,080
8	52,105	52,405	52,405	52,705
9	52,730	53,030	53,030	53,330

SCHEDULE E

Overnight trips

\$90.00 per employee per night