

**AGREEMENT**

Between

**THE TRENTON  
BOARD OF EDUCATION**

And

**THE TRENTON  
EDUCATION ASSOCIATION**

Covering the period

**SEPTEMBER 1, 2009**

To

**AUGUST 31, 2012**

Adopted by the  
Trenton Board of Education  
**May 21, 2010**

**Cover Graphic by Aundreta Wright**

## Table of Contents

	PAGE
PREAMBLE . . . . .	4
I Recognition . . . . .	4
II Negotiation Procedure . . . . .	5
III Grievance Procedure . . . . .	7
IV Salaries . . . . .	15
V Teacher Facilities . . . . .	20
VI Use of School Facilities . . . . .	21
VII Leave Policies . . . . .	23
VIII Voluntary Transfers and Reassignments . . . . .	28
IX Involuntary Transfers and Reassignments . . . . .	29
X Student Discipline . . . . .	30
XI School Calendar . . . . .	30
XII Teaching Conditions . . . . .	30
XIII Teacher Evaluation . . . . .	35
XIV Teacher and Association Rights . . . . .	36
XV Teacher Protection . . . . .	39
XVI Professional Development and Educational Improvement . . . . .	40
XVII Class Size . . . . .	42
XVIII Relief from Non-Instructional Duties . . . . .	42
XIX Teacher Assignments . . . . .	43
XX Vacancies, Promotions, Special Programs and Projects . . . . .	43
XXI Medical Benefits . . . . .	45
XXII Textbooks and Instructional Materials . . . . .	47
XXIII Teacher Files . . . . .	48
XXIV Academic Freedom . . . . .	49
XXV Substitutes . . . . .	49
XXVI Dues and Representation Fees Deductions . . . . .	49
XXVII Miscellaneous Provisions . . . . .	53
XXVIII Twelve Month Employees . . . . .	54
XXIX Duration . . . . .	54

## Table of Contents

	PAGE
Schedule A: Salary Guides . . . . .	56-58
Additions to Schedule A . . . . .	59
Schedule B: Coaches' Salaries . . . . .	60-62
Schedule C: In-Service Credit . . . . .	63
Legal Rights Section . . . . .	64-73
Section 125 Addendum . . . . .	74
Sick Leave Bank Addendum . . . . .	77
TEA/TPS Collaboration Addendum . . . . .	83
Pilot School Projects Addendum . . . . .	84

## **PREAMBLE**

In order to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and to implement Chapter 303 the Public Laws of 1968 and Chapter 123, Public Laws of 1974, so as to encourage and increase effective and harmonious working relationships between the TRENTON, NEW JERSEY, BOARD OF EDUCATION (hereinafter referred to as the "Board") and its professional employees represented by the TRENTON EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

THIS AGREEMENT IS MADE AND ENTERED INTO ON this 21st day of May, 2010 by and between the Board and the Association.

### **Article I** **RECOGNITION**

**(see Legal Rights Section for Additional Language)**

**A.** The Board recognizes the Association as the exclusive representative for the purpose of negotiations for a unit consisting of all employees of the board holding the positions of: Classroom Teacher, Pre-kindergarten Teacher, Reading Teacher, Elementary Music Teacher, Elementary Physical Education Teacher, Home Instruction Teacher, Social Worker, Librarian, Guidance Counselor, Psychologist, Nurse, Weight Training Instructor, ROTC Instructor, Career Development Counselor, Media Specialist, Teacher on Leave of Absence, Audio-Visual Teacher, Teacher-Coordinator Cooperative Industrial Education, Speech Therapists, Learning Consultant, Long Term Substitute, Elementary Art Teacher Specialist, Provisional Teacher, Helping Teacher, Reading

Resource Teacher, Associate Educational Media Specialist, Facilitator, Teacher Leader, Technology Facilitator, Family Service Worker, Teacher Tutor, Early Childhood Liaison Teacher and those certified employees in similar categories, in Federal and/or State Sponsored and/or Funded Projects.

**B.** The Board recognizes the Association as the exclusive representative for the covered employees in the following positions. Teachers in the School for Foreign Born and Evening School, Coaches and Extra-curricular/Co-curricular Sponsors. Only the terms of this contract which specifically specify these positions shall apply to these positions.

**C.** Unless otherwise indicated, employees in this unit will be hereinafter referred to as "teachers".

## **Article II**

### **NEGOTIATION PROCEDURE**

**(See Legal Rights Section for Additional Language)**

**A. 1.** Not later than February 1, of the calendar year preceding the calendar year in which this agreement expires, the parties agree to enter into professional negotiations relating to a successor agreement in accordance with the procedures set forth herein in a good-faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of teachers' employment. The Board shall provide an accurate scattergram to the Association no later than February 1 of the same calendar year the parties agree to enter into negotiations.

**2.** During negotiations the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Board will make available to the Association for inspection all pertinent records, data

and information of the School System. By March 1 of each year, the Board will provide the Association with preliminary budgetary proposals, requirements and allocations. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

**3.** Any Agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and Association. It is expressly understood, however, that any such agreement shall be binding upon the board only to the extent permitted under the laws of the State of New Jersey and the United States.

**4.** All salary guides shall be part of the negotiated agreement before ratification by the Board of Education.

**B.** Future negotiations shall be conducted during regular hours unless the parties mutually agree to hold such negotiations during evening hours. Members of the Association Negotiations Committee shall be released to attend such negotiations.

**C.** Negotiations' team members shall receive compensatory time equal to the time spent in negotiations meetings which extend past 12:30 am on the day immediately following the meeting. If such meetings extend beyond 3:00 am, negotiations' team members shall receive a full day comp time for that workday. Compensatory time shall count as an "I" day for attendance records.

**Article III**  
**GRIEVANCE PROCEDURE**

**A. Declaration of Purpose**

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

**B. Definitions**

**1.** A "grievance" is a claim by a teacher or group of teachers that he/they have suffered a personal loss or injury as a result of misinterpretation, misapplication, or violation of this agreement, policies or administrative decisions.

**2.** An "aggrieved person" is the person or persons making the claim.

**3.** A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

**C. Structure**

**1.** The Association shall select a School Representative for each school building.

**2.** The Association shall establish an Association Grievance Committee (hereinafter referred to as the AGC) which shall be broadly representative of the various elements of the professional staff included within the negotiating unit. The AGC shall consist of as many members as the association shall deem appropriate, one of whom shall act as chairperson.

## **D. Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. A grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all applicable rules and regulations and directions of the Board and Administration.

In the event an equitable solution to a grievance has not been secured by the end of the school year, all of the time limits at each level as hereinafter stated shall be valid and in force but tabulated as business days until the beginning of the subsequent school year.

### **1. Level One**

**(a)** A teacher with a grievance shall notify his/her principal in writing, or in the event he/she is not responsible to a principal, his/her immediate supervisor. The teacher shall forward a copy of said grievance to the Association Grievance Committee.

**(b)** The principal shall hold a hearing within five (5) school days of receipt of the grievance. Within three (3) school days of the hearing the principal shall respond in writing with a copy to the grievant and the AGC. In the event the grievant is dissatisfied with the disposition of the grievance; if a hear-

ing was not held within five (5) work days of the receipt of the grievance; if a decision was not rendered within three (3) work days of the hearing; or if the immediate supervisor or principal has been continuously unavailable to receive a grievance for ten (10) work days after the initial attempt at notification; the grievant, may within five (5) work days, file the grievance at Level Two.

**(c)** If the written grievance is not filed within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, the grievance shall be waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.

## **2. Level Two**

**(a)** If the grievance is not resolved to the satisfaction of the grievant, the grievant shall file it with the Superintendent of schools within five (5) school days, after having received the written grievance together with a report setting forth the action or inaction taken. The efforts made and investigation conducted in attempting to resolve the grievance and a statement as to the authority relied upon by the principal or immediate superior for his/her position on the grievance. The grievant shall also send a copy of his/her report to the AGC.

**(b)** The Superintendent and/or his/her designee shall represent the administration at this level of the grievance procedure. Within ten (10) school days after the grievance is filed with the Superintendent and his/her designee shall hold a hearing on the grievance unless the grievant states in writing that he/she does not desire such a hearing. The grievant and a representative of the AGC shall be present at the hearing and may present such facts as are relevant to the grievance being

considered.

**(c)** The Superintendent and/or his/her designee shall render a written decision on the grievance within ten (10) school days after the conclusion of the hearing and a copy of such decision shall be forwarded immediately to the AGC and the grievant at the same time.

**(d)** If the Superintendent's designee is personally involved in the issue of the grievance, the grievant or the Association may request that a substitute designee be appointed to resolve the particular matter, and a substitute shall be designated.

### **3. Level Three**

**(a)** In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, or in the event no decision has been rendered by the Superintendent and/or his/her designee within five (5) school days after the conclusion of the hearing or fifteen (15) school days after the grievance has been filed with the Superintendent, he/she may request the AGC to appeal the grievance to the Board, in which event the AGC shall take the appeal by notifying the Superintendent and/or his/her designee in writing.

**(b)** The Board shall appoint two or more of its members as hearing officers to hear grievances at this level. The hearing officers shall meet twice each month, the first meeting to take place no later than the 15th of each month and the second meeting to take place no later than the last working day of the month, unless no appeals from level two remain unresolved. The hearing officers shall meet with the grievant and representatives of the AGC on the grievance as his/her (or their) first regular meeting after the AGC has notified the Superintendent of its intention to appeal, for the purpose of reviewing the relevant facts presented at

Level Two. The grievant and no more than six (6) representatives of the AGC shall be present solely for the purpose of reviewing the accuracy of the facts presented below and to certify any documentary evidence that may have been presented below. No new evidence shall be presented. The hearing officers shall present a written recommendation on the grievance to the Board within (10) calendar days of the hearing.

**(c)** The Board shall render a written decision on the grievance within twenty (20) calendar days after recommendation(s) of the hearing officers is presented to the Board and a copy of such decision shall be forwarded immediately to the AGC which shall notify the grievant.

**(d)** The Board shall not be required to hold a special meeting in order to comply with the provisions of (b) and (c) above providing, however, not more that forty (40) calendar days shall elapse between the filing of the grievance at Level Three and the Board's decision.

#### **4. Level Four**

**(a)** In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or in the event the time limits specified in Level Three, (b), (c), and (d) are not met, he/she may, within five (5) school days after being notified of the decision by the Board, request in writing that the AGC submit his/her grievance to arbitration. If the AGC determines that the grievance in meritorious and submitting it to arbitration is in the best interests of the Trenton School System, it may submit the grievance to arbitration by so notifying the Superintendent and/or his/her designee within fifteen (15) school days after receipt of a request for submission by the aggrieved person.

**(b)** The Board and the Association

agree to adhere to the rules of the American Arbitration Association (AAA) or Public Employees Relations Commission (PERC) in the selection and the performance of the arbitrator. The selection of the AAA or PERC is to be decided by the moving party.

**(c)** The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and decision on the issues submitted. The decision of the Arbitrator shall be binding only on grievances which are based on an alleged specific violation of this Agreement, except that grievances may not be submitted to arbitration if they pertain to the following:

**1.** No grievance shall be taken to arbitration that impinges upon the right of the Board of Education to appoint, promote, assign and involuntarily transfer.

**2.** Any matter for which a method of review is provided for by law or any regulation of the State Board of Education, or any matter which, according to law, is beyond the scope of the Board's authority, or limited by law to the Board's authority alone.

**3.** Appointment to or lack of appointment to, retention in or lack of retention in any position. In deciding grievances, the arbitrator shall be without power or authority to make any decisions contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or the applicable law or rules or regulations having the force and effect of law; involving Board discretion or policy under its rules and regulations which survive this Agreement; or limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law. The arbitrator shall be limited to the issues submitted.

**4.** The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association. No new evidence shall be presented at Level Four that was not presented at Level Three.

### **E. Right of Teachers to Representation**

**1.** No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any School Representative, any member of the AGC or any other participant in the grievance procedure by reason of such participation.

**2.** Any aggrieved person may be represented at all stages of this grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of this grievance procedure.

**3.** The Association may, at its own cost, have a telephone line and answering machine installed and maintained for use of the Chairperson of the AGC at the suitable location in a closet adjoining the classroom where the Chairperson may use such machine only during free periods and before or after class hours.

**4.** The right of teachers to contact officers of the Association or members of the AGC concerning terms and conditions of employment, or clarification thereof, though the use of District phones, shall not be unreasonably restricted.

### **F. Miscellaneous**

**1.** If, in the judgment of the AGC, a grievance affects a group or class of teachers in one or

more schools, the AGC may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two. If a class action grievance relates to a particular school, the principal must be given the opportunity to respond before the grievance is filed at another level. The AGC may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

**2.** All decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to all parties in interest and to the Chairman of the AGC. Decisions rendered at Level Four shall be in accordance with the procedures set out in paragraph 4(c) and the American Arbitration Association.

**3.** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**4.** Forms for filing grievances, serving notices, taking appeals, making reports and the recommendations, and other necessary documents shall be prepared and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure.

**5.** All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at all levels of the procedure.

## **Article IV**

# **SALARIES**

**A. 1.** Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of the school year for the duration of this contract. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Upon initial employment, teachers for positions that are in critical need as designed by the Mercer County Superintendent of Schools may be placed up to step 11 in 2000-2001, step 12 in 2001-2002, step 13 in 2002-2003, and step 14 in 2003-2004.

Upon initial employment, credit up to ten (10) years experience shall be given to teachers and nurses on the Teachers Salary Schedule for previous outside teaching experience in a duly accredited school and service in the Peace Corps or Vista not to exceed two (2) years. Experience as a Registered Nurse (RN) shall be considered the same as teaching experience for nurses.

**2.** Every teacher who, after July 1, 1940 has served or hereafter shall serve, in the active military or naval service of the United States or of this state, including active service in the woman's army corps, the woman's reserve of the Naval reserve, or any similar organization authorized by the United States to serve with the army or navy, in time of war or an emergency, or for or during any period of training, or pursuant to or in connection with the operation of any system of selective service, shall be entitled to receive equivalent years of employment credit for such service as if he/she had been employed for the same period in some publicly owned and operated college, school or institution of learning in this or any

other state or territory of the United States, except that the period of such service shall not be credited toward more than four employment or adjustment increments.

Nothing contained in this section shall be construed to reduce the number of employment or adjustment increments to which any member may be entitled under the terms of any law, or regulation, or action of any employing board of officers, of this state, relating to leaves of absence.

**B. 1.** Equal paychecks shall be issued and delivered to teachers on alternate Fridays. There shall be two (2) pay periods in September. Equal paychecks shall be issued and delivered to teachers on the 15th and last day of the month. The Board shall implement this pay schedule on July 1, 2000. However, the Board reserves the right to delay implementing this until it is able to implement this pay schedule with all district employees.

**2.** When a payday falls on a school holiday or vacation day, teachers shall receive their paychecks on the last previous working day.

**3.** Teachers may individually elect to be paid over a 12 month period.

**4.** By June 1st of each year the pay schedule for the ensuing school year shall be posted.

**5.** Each teacher may individually elect to have deductions made from his/her pay and forwarded to the Trenton Teachers Federal Credit Union for loan repayment and/or savings.

**6.** Teachers may individually elect to have deductions made for tax sheltered annuities.

**7.** Teachers may individually elect to use direct deposit of their paychecks.

**C. 1.** Vocational Education teachers holding "Emergency" certification shall be placed on the ND column of Schedule A. Those holding "permanent"

certification or a Bachelor's degree with an "Emergency" certification shall be placed on the four (4) year column of Schedule A. Vocational Education teachers shall move to the five (5) year level upon earning thirty (30) credits above a Bachelor's degree. Currently employed Vocational Education teachers who are placed at levels below those outlined above shall be moved to the aforementioned levels. No current employees shall be reduced in level.

**2.** The salary of ten (10) month Teacher Specialists shall be computed at the appropriate teacher base salary, step and educational level, plus 10/12 of an additional seven percent (7%) of that salary, prorated.

**3.** The work year for each Helping Teacher, Reading Resource Teachers, Facilitators, Teacher Leaders, Technology Facilitators, Learning Consultants, Psychologists, Child Study Team Social Workers, Media Specialists, Speech and Language Specialists, and Early Childhood Liaison Teachers will begin five (5) days before the first reporting day for teachers. The work year for Helping Teacher, Reading Resource Teachers, Facilitators, Teacher Leaders, Technology Facilitators, Learning Consultants, Psychologists, Child Study Team Social Workers, Media Specialists, Speech and Language Specialists and Early Childhood Liaison Teachers will end on June 30. The workday will be the same as that of twelve month teachers, i.e., 8 am to 4 pm with a one (1) hour duty free lunch period. Helping Teacher, Reading Resource Teachers, Facilitators, Teacher Leaders, Technology Facilitators, Learning Consultants, Psychologists, Child Study Team Social Workers, Media Specialists, Speech and Language Specialists, and Early Childhood Liaison Teachers shall have the same holidays as other teachers in the unit. For the longer work day and work year, each

Helping Teacher, Reading Resource Teachers, Facilitators, Teacher Leaders, Technology Facilitators, Learning Consultants, Psychologists, Child Study Team Social Workers, Media Specialists, Speech and Language Specialists and Early Childhood Liaison Teachers will be paid a salary computed as his/her teacher base guide plus an additional twelve percent (12%) of that salary.

#### **4. Extracurricular Activities**

**a.** Clubs/Extra Curricular Activities in school will be stipend at the hourly rate specified in Article IV.C.6 of this agreement.

**b.** Clubs/Extra Curricular Activities will be advertised, posted, and screened via usual district job vacancy procedures.

**c.** Hour(s) for Club/Extra Curricular Activities will be part of the advertisements.

**d.** Recognition that middle/secondary school/Clubs/Extra Curricular Activities may require more time will be built into activity plans and advertisements.

**e.** The basic Club/Extra Curricular Activities requirements will be consistent for all schools.

**f.** Written Club/Extra Curricular Activity guidelines will be disseminated to teacher sponsors.

**g.** For any Club/Extra Curricular Activity extended for the year, (September/October - June) the minimum stipend will be ten (10) X the hourly rate specified in Article IV.C.6 of this agreement.

**h.** For any Club/Extra Activity related to any short term objective such as, American Education Week, Black History Month, and Spring Festival. The minimum amount paid will be based on five (5) X the hourly rate specified in Article IV.C. 6. of this agreement.

**i.** Consideration for a stipend will occur

only if the teacher responds to an advertisement and is screened and approved.

**j.** Teachers who are screened and appointed will be responsible for all aspects of Club/Extra Curricular Activity implementation/activity and reports.

**k.** Pay for extracurricular activities, shall be made twice a month, on the 15th and end of the month for stipends/coaches.

**5.** Child Study Facilitators shall be paid the appropriate base salary plus an additional \$2000.

**6. Section A:** Teachers shall be compensated at an hourly rate of:

2009 - 2010	\$42
2010 - 2011	\$42
2011 - 2012	\$42

for before and after school activities involving direct supervision of students (e.g. labs, tutorial programs) and for professional development activities where the teacher is conducting the session.

Facilitators, teacher leaders, reading resource teachers, etc., will only be eligible for such compensation when the work is performed outside their contractual work day and /or work year.

**Section B:** Teachers participating in professional development activities, workshops, whole school reform orientations, school planning meetings, and the like shall be compensated at an hourly rate of:

2009 - 2010	\$36
2010 - 2011	\$36
2011 - 2012	\$36

**Section C:** Teachers (other than coaches) who escort students on field trips when school is not in session or during the summer shall be compensated at a rate of:

Half day or evening events	\$100
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Full day events \$200

Full day and evening events \$300

The Overnight rate when school is in session shall be calculated based on the deduction of the number of hours worked during the school day. The remaining hours shall be paid using C.6. - Section A's hourly rate for overnight trips. The overnight rate will apply when an event extends beyond 10:00 p.m.

Saturday, Sunday and Holidays:

half day \$150

full day events \$250

full day and evening events \$350

overnight \$450

## **Article V** **TEACHER FACILITIES**

**A.** Each school will have the following facilities:

**1.** Provisions will be made in each work area for teachers to safely lock personal possessions and store instructional materials and supplies.

**2.** Where possible a conveniently located teacher preparation area containing adequate equipment and supplies to aid in the preparation of instructional materials.

**3.** All teachers shall have access to and use of photocopy machines in each building for school related activities.

**4.** All faculty rooms shall have pay telephones and working air conditioners. Faculty rooms are to be reserved for the exclusive use of teachers as a faculty lounge and they shall be cleaned daily.

**5.** A serviceable desk, chair and file cabinet, working computer and printer with internet access and computer table at each teaching station for the use of the teachers assigned there.

**6.** Each teacher assigned full-time to a

school building shall be assigned a classroom or office for his/her use outside of regular teaching hours, with a desk or other equivalent facility and a place to store materials and supplies for his/her personal use.

**7.** Well-lighted, clean and clearly marked rest rooms, separate from students' restrooms with provisions for locking or latching from the inside. Restrooms shall be kept clean and replenished regularly with dispenser soap, paper towels and toilet tissue on rollers.

**8.** It is the policy of the Board of Education that the office telephones not be used for personal calls except in cases of emergency. Office telephones may be used by staff members for making calls related directly to pupils or other school business.

**B.** Teachers shall at all times have safe and health conditions under which to carry out their professional duties. No hazardous conditions shall be permitted in school buildings, parking lots, or exterior school premises.

**C.** Teachers who work in more than one (1) school building shall be assigned, in each school in which they work, a regularly assigned appropriate room and other facility which permit the effective discharge of their responsibility to their pupils.

**D.** The board will continue reasonable efforts to improve parking facilities for teachers within the confines of the budgetary restraints.

## **Article VI**

### **USE OF SCHOOL FACILITIES**

**A. 1.** The Association will have the right, subject to the School Board's permit procedures, to use school buildings without cost. Association meetings shall start at the teacher's regular dismissal time pro-

vided such meeting does not interfere and/or conflict with a meeting for faculty called by the Board or a member of the Administration or the building principal. The principal of the building in question will be notified in advance of the time and place of all such meetings.

**2.** A building meeting of the members of the Association may be called in each building by chief delegate or the chief designee(s). These meetings may begin after the close of the student's day, provided such meeting does not interfere and/or conflict with a meeting for faculty called by the Board or a member of the Administration or the building principal.

**B. 1.** The Association shall be the exclusive representative organization having use of a bulletin board in all faculty lounges/dining rooms. The Association shall also be assigned adequate space on the bulletin board in, or in close proximity to, the central office in each building for official Association notices.

**2.** The locations of the Association bulletin boards shall be agreed upon jointly by the principal and the Association building committee.

**C.** The Association shall be the exclusive representative organization having use of teacher's mailboxes. Copies of distributed materials shall be forthwith furnished to the principal. The Association shall be allowed to use the interschool mail for Association business, subject to the approval of content by the designee of the Superintendent of Schools.

**D.** The faculty Senate shall be permitted to start their meetings at the close of the student's day.

**Article VII**  
**LEAVE POLICIES**

**A. Sick Leave**

**1.** Effective September 1, 2010, teachers shall be allowed twelve (12) days for leave because of personal illness per year. The unused portion of such leave at the end of any year shall be cumulative.

**2.** In the event a teacher exhausts all accumulated and earned sick leave benefits, he/she may request additional sick leave, which request shall be considered by the Board of Education on a case-by-case basis. (See also Sick Leave Bank Addendum).

**3.** To all teachers returning to the Trenton Public School System, previously accumulated unused sick leave days will be restored to that at which they left.

**4.** No later than October 15th of each school year, teachers shall be given a written accounting of accumulated sick leave and N days accumulated as sick leave days for the purposes of retirement for the previous years.

**5.** Any teacher hired prior to 9 - 1 - 92 with twenty (20) years or more of service in the Trenton School district shall receive 1/180 of the teacher's base salary for each three (3) days of unused accumulated sick leave upon the teacher's retirement, death or disability. In the event of death the sums due shall be paid to the deceased teacher's estate or beneficiaries. Teachers hired effective 9 - 1 - 92 or after shall be paid up to \$18,000 salary for the aforementioned accumulated days under the same conditions. Teachers who retire shall be paid as follows:

- \$5,000 or less. . . . . Lump sum payment
- \$5,001 to 10,000. . . . . Two years (quarterly)
- \$10,001 to 15,000. . . . . Three years (quarterly)

\$15,001 + . . . . . Four years (quarterly)

Teachers who retire after 7 - 1 - 92 may elect this option.

**B. Illness in Immediate Family**

Up to a total of three (3) days per year shall be allowed for illness in the immediate family with no loss of pay. Immediate family shall mean spouse, child, parent, brother, sister, or other relative living in the same household. These days are non-accumulative.

**C. Death in Family**

All full-time employees shall be allowed five (5) days without loss of pay at the time of death for (1) immediate family shall mean spouse, child, parent, brother, sister, or (2) any other relative living in the same household, at the time of death.

All full-time employees shall be allowed two (2) sick days without loss of pay at the time of death for mother-in-law, father-in-law and grandchild.

**D. Death of Others**

With the approval of the Superintendent of Schools, an employee shall be allowed an absence of one (1) day per school year with no loss of pay for the death of others.

**E. Personal Business or Religious Holidays**

**1.** Three (3) days per year shall be allowed for either personal business or religious holidays. Teachers shall not be required to state the reasons for personal business day requests except in the case of days immediately preceding or immediately following a vacation or during any state-mandated testing.

**2.** For all employees, personal business days not utilized during the year (beginning with the 1988-89 school year) shall be added as unused sick days for retirement purposes only and reimbursed as

for sick days under Article VII, A. 5.

**F. Other emergency or urgent reason**

With the approval of the Superintendent of Schools, absence for other emergency or urgent reasons may be allowed with loss of substitute pay.

**G. Court Order**

Absence by reason of subpoena shall result in no deduction from salary provided the subpoena is filed with the Assistant Superintendent for Business Administration/Board Secretary, except where the employee is a party to the suit, in which full deduction shall be made.

**H. Jury Duty**

Employees subpoenaed for jury duty shall receive full pay less fees received for such service.

**I. Inter-School Visitations, Conferences, and Conventions**

With the approval of the Superintendent of Schools, no loss of pay.

**J. Furlough**

A leave of absence, for a full school year, without pay shall be granted by the Board, for any reason not stated in the Article to a teacher who has completed at least seven (7) years of service in the Trenton School District. The Board at its discretion may limit the number of leaves in any school year to no less than five (5) teachers. Leaves shall be granted in the order in which they are received by the Personnel Department. This leave shall only be granted to a member two (2) times. Application must be made ninety (90) days in advance. The Board will provide medical insurance coverage during the leave for up to twelve (12) months. The teacher will be able to continue health/medical insurance coverage at his/her own expense after one year if the leave is extended.

## **K. Sabbatical Leave**

### **1. Study and Observation**

For the purpose of study and observation, a teacher who has seven (7) or more years of service in the Trenton Schools, uninterrupted by a resignation, may be granted a leave of absence by the Board of Education for a period of not more than one (1) year. Compensation shall be at the rate of half pay. Time granted for study and observation leave shall be counted for salary guide programs. The Board will provide medical insurance coverage during the leave for up to twelve (12) months. The teacher will be able to continue health/medical insurance coverage at his/her own expense after one year if the leave is extended.

### **2. Return from Leave**

An employee granted a leave of absence for study and observation shall be required to serve the Trenton School System for three (3) years immediately after the expiration of such a leave. In the event it is impossible for such employee to return or remain employed for three (3) years at the expiration of the leave, he/she shall reimburse the Board of Education the amount paid him/her during the leave of absence.

## **L. Maternity Leave**

Any female teacher shall, upon request, be granted a leave of absence without pay for maternity purposes or adoption of a child for a period of not more than two (2) years.

**1.** Any pregnant teacher shall be entitled to continue working as long as she is physically able to do so, and to return to her duties when physically able. At the beginning of the seventh (7th) month of pregnancy, the teacher's personal physician shall issue a certificate stating that the teacher is physically able to continue her duties. Concurrence of the

personal physician and the school medical director may be required by the Board to establish the initial date of the maternity leave.

**2.** Any teacher adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said infant.

**3.** The teacher requesting such leave as stated above shall indicate a tentative return-to-work date on a leave request form provided, and reconfirmation of such return-to-work date shall occur at least thirty (30) days prior to such return.

Any male teacher shall, upon request, be granted a leave of absence without pay for paternity purposes or adoption of a child for a period of not more than two (2) years.

### **M. Exchange Teacher-Study Grant Leave**

A teacher on leave for study and working as an exchange teacher or on a study grant from an approved Foundation will be entitled, with the approval of the Board of Education, to the place on the salary guide where he/she would have been placed if he/she had remained. This shall include teaching in United States Federal or Military organizations in foreign countries. Credit shall be given for one (1) year only. The Board will provide medical insurance coverage during the leave for up to twelve (12) months. The teacher will be able to continue health/medical insurance coverage at his/her own expense after one year if the leave is extended.

### **N. Teaching Leave**

Dependent upon organizational need of the district, a teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach or to serve as an intern in accordance with a college approved Masters or Doctoral Program, and upon return from said leave shall be placed on the salary guide in accordance with Article IV of this

Agreement. However, service as an intern shall not accrue toward experience credit for guide purposes. The Board will provide medical insurance coverage during the leave for up to twelve (12) months. The teacher will be able to continue health/medical insurance coverage at his/her own expense after one year if the leave is extended.

### **O. Return from Leaves**

**1.** Teachers returning to teaching after an authorized leave of absence shall be offered the same or a similar position that they held at the time said leave was commenced.

**2.** All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return from leave. However, during the period of leave, the teacher shall not receive any leave days that he/she would be entitled to had he/she been working in the school district.

**3.** Teachers not returning to teach after an authorized leave of absence, must provide written notification to the Human Resources Department thirty (30) days in advance.

## **Article VIII** **VOLUNTARY TRANSFERS** **AND REASSIGNMENTS**

**A. 1.** A list of all vacancies shall be maintained in the Human Resources department, posted at each worksite and a copy sent to the Association at the time of posting.

**2.** Teachers who desire a change in grade and /or subject assignment or who desire to transfer to another building shall file a written statement of

such desire with the Superintendent not later than May 1. Such statements shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

**Article IX**  
**INVOLUNTARY TRANSFERS**  
**AND REASSIGNMENTS**

**A.** Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, but in no event later than June 10.

**B.** An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent and/or his/her designee, at which time the teacher will be notified of the reasons therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent or his/her designee will meet with the Association's representatives to discuss the matter before the transfer or reassignment is affected. Teachers who are involuntarily transferred shall be provided the following release time:

Elementary = 2 days

Middle and High School = 1 day.

**C.** A list of open positions in the school system will be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred, providing, however, it is understood that such request is not binding.

**Article X**  
**STUDENT DISCIPLINE**  
**(See Legal Rights Section)**

**Article XI**  
**SCHOOL CALENDAR**

The Association shall have the opportunity to present recommendations to the Superintendent concerning the school calendar prior to its adoption by the Board.

**Article XII**  
**TEACHING CONDITIONS**

**(See Legal Rights Section for Additional Language)**

**A. Work Year**

The in-school work year of teachers employed on a ten (10) month basis, other than new personnel who may be required to attend an additional two (2) days of orientation, shall not exceed one-hundred-eighty-six (186) days. The in-school work year shall include days when pupils are in attendance, orientation day, days which are shortened due to inclement weather, professional development days and other days on which teacher attendance is required.

**B. School Day**

**1.** Teachers shall indicate their presence for duty by placing their signature in the appropriate column on the faculty sign-in, sign-out roster, or by the use of the automatic check-in procedure.

**2.** The regular school day for assigned teacher, planning and consultation functions including arrival and departure shall consist of no more than six (6) hours and forty-five (45) minutes which shall include a lunch period.

**3.** Any teacher who is required to work on a regular assignment beyond the regular teacher in-

school work day as defined in paragraph 2 above shall be compensated at the rate as stated in Article IV, C.6.

**4.** The student day shall begin not less than five (5) minutes after the start of the teacher day and the student day shall end not less than ten (10) minutes before the end of the teacher day.

### **C. Lunch Periods**

**1.** Middle and high school teachers shall have a duty free lunch period of not less than forty-four (44) minutes. Elementary school teachers shall have a thirty-five (35) minute duty free lunch period per day. Elementary teachers may be required to supervise the lunch program on a rotating basis where the best interests of the pupils are served.

**2.** Teachers may leave the building without permission during their duty-free lunch period.

**3.** No changes other than those set forth above shall be made in any existing contractual agreements.

### **D. Preparation Periods**

**1.** All secondary teachers shall, in addition to their lunch period, have at least one (1) duty free preparation period each day, which will be at least thirty (30) minutes during which time they shall not be assigned to any other duties, except in times or emergencies.

**2.** In elementary classes, building principals shall be encouraged to utilize specialists in a manner, which would make available preparation periods. When an elementary class is receiving instruction from a teaching specialist on regularly assigned basis, the regularly assigned teacher may use this time for preparation.

**3.** All elementary teachers shall, in addition to their duty free lunch period have at least one (1) continuous duty free preparation period of forty (40)

minutes duration per day. During 2006 - 2007, forty dollars (\$40) prorated at the hourly rate shall be paid to the teacher for each preparation period missed. Compensation in subsequent years shall be in accordance with Article IV, C.6, section A.

**4.** Conference / Planning periods may be required to be used for planning for Core Curriculum Content Standards, Whole School Reform, Special Education, IDEA or other school based meetings.

### **E. Teaching Load**

**1.** Secondary teachers assigned on a departmental basis shall not be required to prepare more than two (2) subject matter teacher preparations.

**2.** Teachers in the Middle and Senior High Schools shall not have more than six (6) teaching periods. Teachers assigned to more than five (5) teaching periods shall not be assigned any non-teaching duties. This provision will not apply in schools where block scheduling is used. Teachers assigned to a homeroom with block scheduling will be compensated for one (1) hour per week at the "A" rate under Article IV, C.6 Section A.

**3.** The daily teaching load in the elementary school shall not exceed five and one half (5-1/2) hours of instructional time.

**4.** Concerning all pupil contact periods (e.g., Hall Supervisors and Study Hall Supervisors, etc.,) not considered teaching periods, the Board agrees that every effort will be made to effect equitable distribution of these type duties among all staff members.

**5.** In addition to normal preparation time (D.3 above) Elementary teachers will have one sixty (60) minute or two (2) thirty (30) minute conference/planning periods per week.

**6.** Secondary teachers will also have a con-

ference/planning period not less than forty-four (44) minutes per day. The remaining two (2) periods per week shall be teacher directed.

**7.** Teacher leaders, facilitators, community liaison teachers and others and in teacher leadership position may not be assigned more than ninety (90) minutes per day of direct instruction. Direct instruction is considered a part of their normal duties and responsibilities for which no additional compensation is warranted. Teachers in these positions will not be assigned duty periods. All other provisions of this collective bargaining agreement shall continue to apply. Where whole school reform models preclude direct instructions, the whole school reform model requirements shall prevail. The Technology Facilitator is excluded from this provision.

## **F. Meetings**

**1.** Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings two (2) days each month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no more than forty-five (45) minutes. The meetings referred to herein may be extended by fifteen (15) additional minutes if necessary to complete the purpose for which the meeting was called.

**2.** When feasible, notices for faculty meetings shall be given to the teachers involved at least three (3) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

**3.** All teachers may be required to attend four (4) evening parent contact events each school year. These events shall be scheduled on reduced days for students and staff. Parent conferences shall

be mutually scheduled by teachers and parents and must be approved by building principals subject to final review by the Superintendent. Events shall conclude no later than 8:00 PM.

### **G. Exceptions**

Exceptions to the provisions of Section B, C, D, E, and F of this Article may be made only in case of emergency.

### **H. Flex Time**

**1.** Teachers whose job descriptions require flex time (work outside the standard contractual work hours) to meet the diverse needs of our student population and their families shall have the additional time adjusted during the course of the week.

**2.** Hours worked beyond required work day shall be compensated at the specified hourly rate in Article IV.C.6 or this agreement.

**3.** Prep time shall be provided.

**4.** Daily work hours shall include a lunch period as specified elsewhere in this agreement.

**5.** Hours and scheduling must be agreed upon by the supervisor and employee.

**6.** All overtime hours must have prior approval of the Superintendent or his/her designee.

### **I. Miscellaneous**

**1.** Teacher participation in field trips extending over a weekend shall be compensated in accordance with Article IV C.6 - Section C, Saturday, Sunday, and Holidays. This Article shall be moved to Article IV, Salaries, C.7.

**2.** Teachers shall be encouraged to accept the professional responsibility of supervising a student teacher when requested; however, acceptance of this agreement shall not be mandatory.

**3.** Class instruction shall not be interrupted except in cases of emergency, in which event teachers shall be notified of class interruptions as soon as

practicable.

**4.** Any teacher, who in pursuance of assigned school duties is required to travel from one location to another during the course of a school day and for whom a car is not supplied, shall be reimbursed at the District approved rate per mile.

**5.** Schools which contain only grades 6, 7, and 8 are secondary. All other schools containing these grades are considered elementary.

### **Article XIII**

## **TEACHING EVALUATION**

**(See Legal Rights Section for Additional Language)**

**A.** Teachers shall be given a copy of their rating or any other written evaluation of their work prepared by their supervisors at least one (1) day before any conference to discuss it. A teacher shall have the right to discuss such rating or evaluation with his/her superiors before it is submitted to the central administration or put in his/her personnel file, provided that such request for discussion is made within five (5) school days after the teacher receives a copy of the rating or evaluation and has signed one (1) copy thereof as having been read.

**B.** Any complaints regarding a teacher made to any member or the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the association at the meetings or conferences regarding such complaint.

**C.** All monitoring, observation or recording of the work of a teacher shall be conducted openly and with full knowledge of the teacher. All evaluations

shall be preceded with a pre-observation conference and shall be followed by a post-observation conference. Teachers shall be given at least one day notice for all formal observations.

**D.** Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to separation and no documents and/or other material shall be placed in the personnel file of such teacher after separation except as in accordance with the procedure set forth in this Article.

**E.** If, in the teacher's judgment, an evaluation may affect his/her continuous employment, the matter shall be subject to the Grievance Procedure, to the level of the Board, but shall not be a proper subject for arbitration.

**F.** In the event of a claim by a teacher that his/her evaluation is not factually correct, said claims shall be investigated on behalf of the Board of Education; and if the claim is found to be valid, said evaluation shall be amended so as to accurately reflect the situation.

**Article XIV**  
**TEACHER AND**  
**ASSOCIATION RIGHTS**

**See Legal Rights Section for Additional Language)**

**A.** The Board shall grant a sabbatical leave, without pay to the President of the Association for the entire duration of his/her term in office. All other benefits granted to full time teachers shall be granted to the Association President during such leave. Upon returning to full-time teaching full credit for each year of the sabbatical shall be granted for seniority and salary guide placement purposes, retroactive to the 1987-88 school year.

**B.** No teacher shall be disciplined, reprimanded,

reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure set forth.

**C.** The Association President shall be the exclusive representative of the organization. The President has the right to be introduced and if necessary, present brief remarks concerning the Association to the new teachers at their orientation program.

**D.** No existing Board policies, instructions, or handbooks shall in any way limit the rights granted teachers in this Agreement. Any portion of the existing documents that is inconsistent with this Agreement shall be ineffective.

**E. 1.** Whenever any teacher is required to appear before the Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining there to, then he/she shall be given prior written notice and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

**2.** Whenever a teacher is required to appear before the Board concerning discipline matters, he/she shall be given five (5) days prior written notice and reasons for the meeting or hearing. Said teacher may be represented by a person of their choosing.

**F.** Any question or criticism by a superior, administrator, or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings. Criticism of any staff

member shall be in complete confidence. Conversely, teachers will observe the same professional courtesy toward the administration as set forth above.

**G.** Association negotiations co-chairpersons shall have duty-free schedules for the duration of the negotiations process.

**H.** All TEA Chief Delegates (one from each school and three from the high school) shall have a duty-free schedule providing the hiring of additional personnel is not required.

**I.** Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay or other benefits, when required by the administration.

**J.** No teacher shall be prevented from wearing pins or other identification of membership in the Association or any other teacher organization.

**K.** Association Grievance co-chairpersons shall have one (1) hour per day three (3) days per week, for a five (5) day work week, for the purpose of conducting grievance matters. This shall be in addition to their prep period and conference planning periods.

**L.** Effective September 2005, two (2) additional Full Time Equivalent (FTEs) will be provided with fully paid release time as Association representatives. The intent of this additional release time is to provide the Association participation in a broad range of activities including but not limited to, collaborative efforts with administration, professional development, pilot school projects and labor/management activities and contact administration as assigned by the Association. See attachment detailing other examples of Association participation in collaborative

efforts. The Association shall designate such representatives with the option of designating such representatives as half-time release or full-time release. Such designated representatives shall receive all of the benefits of the collective bargaining agreement including movement on the salary schedule during such release time. The current practice of full-time release for the TEA President shall be maintained.

## **Article XV**

### **TEACHER PROTECTION**

**(See Legal Rights Section for Additional Language)**

**A.** Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. Recommendations of the arbitrator relative to alleged violations of this statement shall be advisory only.

**B. 1.** The Board assumes responsibility for any assault to teacher or his/her person while acting properly in the discharge of his/her duties or within the scope of his/her employment or under the direction of the Board or its designee.

**2.** The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was in the discharge of his/her duties within the scope of his/her employment.

**3.** The Board shall render all reasonable assistance to the teacher in connection with the incident by law enforcement and judicial authority.

**4.** Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal in writing.

**5.** This report shall be forwarded to the Board which shall comply with any reasonable

request from the teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.

**6.** If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him/her in such proceeding. If the Board does not provide such counsel and the teacher prevails in the proceeding, then the Board will reimburse the teacher for reasonable counsel fees incurred by him/her in defending the proceeding.

#### **Article XVI**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

**A.** The Board and the Association support the principle of continuing training of teachers, since in our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. These objectives can best be achieved by hiring only fully certified and qualified applicants, an active in-service program, encouraging teachers to seek advanced training and degrees, and encouraging teachers to actively participate in professional organizations in their areas of specialization.

**B.** To this end, the Board agrees:

**1.** To provide workshops, conferences, and programs during the school hours designed to

improve the quality of instruction at such times and under such circumstances as the administration shall deem proper.

**2.** To cooperate with the Association in arranging after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. Teachers shall determine for themselves whether such activities are applicable and worthwhile. Attendance shall be voluntary; however, in-service credit may be earned under the prevailing rate. (See Schedule C).

**3.** To grant full pay to teachers for the purpose of attending conferences, workshops, meetings of professional organizations in their areas of specialization which are approved by the Superintendent.

**4.** To encourage further graduate study or coursework needed to meet highly qualified standards, teachers enrolled in an administratively approved Master's Program or continuing education program (videotaped courses, on-line courses or courses in other areas) shall be reimbursed for the cost of tuition up to twelve credits (12) at the rate not to exceed the College of New Jersey rate within thirty (30) days of submission of grade verification to Central Services, contingent on prior approval by the Superintendent or designee and a passing grade. Any requests for tuition reimbursement must be presented in writing within ninety (90) days after grades are received.

**5.** Tuition Reimbursement is capped at \$175,000 per year effective July 1, 2010 through June 30, 2012. The yearly sum shall be divided in equal amounts for three (3) semesters paralleling the college school year (fall, spring, summer) and divided equally among all successful applicants each semester. Courses occurring more frequently (i.e. quarter-

ly) will be considered part of the semester most closely aligned. Each semester's undisbursed funds will be added to subsequent semester funds.

**C.** Pending approval by the New Jersey department of Education, participation in Whole School Reform (WSR) professional development activities may be considered in meeting the 100 hours in five (5) years requirement. Teachers' PIPs incorporate subject matter required for effective implementation of WSR as part of their professional development plan.

**Article XVII**  
**CLASS SIZE**  
**(See Legal Rights Section)**

**Article XVIII**  
**RELIEF FROM**  
**NON-INSTRUCTIONAL DUTIES**  
**(See Legal Rights Section for Additional Language)**

**A. 1.** Teachers shall not be required to drive students to activities which take place away from the school building.

**2.** Teachers will be relieved from correcting standardized tests used at the direction of the Board or the administration, unless mandated by state law. This shall not apply to tests initiated within any Department.

**3.** Teachers shall not be required to keep registers.

## Article XIX

### **TEACHER ASSIGNMENTS**

**(See Legal Rights Section for Additional Language)**

**A.** The Superintendent shall assign all newly selected personnel to their positions which, except for substitute teachers, shall be within, the type of service for which the teacher has been employed. The Superintendent shall give notice of assignments to new teachers as soon after appointment as practicable.

**B.** Currently employed full-time teachers shall be notified in writing of their programs for the coming school year including the schools to which they will be assigned, the grades and /or subjects that they will teach, and any special or unusual classes that they will have as soon as practicable, but not later than June 10, if feasible.

## Article XX

### **VACANCIES, PROMOTIONS, SPECIAL PROGRAMS AND PROJECTS**

**(See Legal Rights Section for Additional Language)**

**A. 1.** All vacancies in promotional positions including specialist and/or special projects teachers and positions funded by State and/or Federal Government, shall be posted in every school clearly setting forth a description of and the qualifications for the position, including the duties and salary, and the filing dates for application. All promotional vacancies that occur during the summer shall be advertised in the general news section of at least one (1) local newspaper, on the District's website (Trenton.k12.nj.us), and on Channel 19.

**2.** When school is in session, such notice shall be posted as far in advance as practicable,

ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date.

**3.** Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. All applications shall be acknowledged in writing by the Superintendent's office.

**B.** Promotional positions are defined as follows: Any position paying a salary differential and/or positions on the administrator-supervisory level, including but not limited to positions as supervisor, director, principal, and vice-principal.

**C.** All new openings for summer positions and any evening school vacancies will be adequately publicized in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as reasonable. Under normal circumstances, new summer positions and evening school openings will be publicized not later than the preceding May 1 and teachers will be notified of the action taken not later than June 1 and September 1, respectively.

**D.** Whenever, a teacher, who has participated in an externally funded special project requiring materials unique to that project, is transferred to a similar post in the district, those materials will be transferred to the new post with the teacher. This shall occur in all cases except where a replacement trained and qualified in the use of said materials replaces the individual transferred in which case the materials will remain for the use of the newly appointed special project teacher.

**Article XXI**  
**MEDICAL BENEFITS**

**A.** During the term of this Agreement the Board shall pay the full family coverage for all employees effective September 1, 2000. PPO coverage with lowest co-pays effective September 1, 2000.

**1.** Coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical Surgical Plan (PACE) including Rider J and coverage of dependent children to age 25, Medi-group with Medi-group Supplement or Aetna Health Plans.

**2.** Unlimited major Medical coverage with Blue Cross/Blue Shield. The medical expenses incurred over \$2,500.00 that are submitted to Major medical shall be paid at the rate of 100% except for HMO participants.

**3.** Coverage for employees under Delta Dental Plan of N.J. Inc., (50-100 plan) (formerly N.J. Dental) or Dental Services Organization Inc., (eastern Dental),, no deductible.

**4.** Effective September 1, 2005, co-pay for prescription drugs shall be \$7.00 for generic drugs and \$ 12.00 for brand name drugs. Mail order prescription drugs shall be \$7.00 for generic drugs and \$12.00 for brand name drugs except maintenance drugs (including oral contraceptives) shall be \$0 co-pay.

Effective September 1, 2007, co-pay for prescription drugs shall be \$10.00 for generic drugs and \$15.00 for brand name drugs. Mail order prescription drugs shall be \$20.00 for generic drugs and \$30.00 for brand name drugs except maintenance drugs (including oral contraceptives) shall be \$0 co-pay.

**5.** If an employee waives health insurance

or prescription insurance, such employee shall receive 50% of the health and/or prescription premium of their current plan coverage. Employees that choose the cash option must reapply each year. Proof of other coverage must be submitted with each request for the cash option. If newly hired employees waive health insurance coverage, they shall receive 50% of the lowest cost plan. All waivers are subject to the provisions of the Section 125 Addendum.

**6.** HMO Horizon - \$5.00 co-pay effective September 1, 2000.

**7.** Vision Service Plan (VSP)

Plan 1 - Traditional. Plan 2 - PPO

Effective September 1, 2000

	Plan 1	Plan 2
Eye Exam	\$35.00	\$75.00
Frames	\$15.00	\$50.00
Lenses		
Single	\$15.00	\$50.00
Bifocal, single	\$30.00	\$75.00
Bifocal, double	\$60.00	\$100.00
Trifocal	\$45.00	\$100.00
Contacts, single	\$15.00	\$50.00
Contacts, bifocal	\$30.00	\$100.00

**B. 1.** For any teacher who retires at age 55 or older with 25 years of service in the District, the Board shall pay the premium for individual coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical Surgical Plan (PACE) including Rider J and Medi-Group, unlimited Major Medical coverage, Unlimited Major Medical coverage with New Jersey Blue Cross/Blue Shield with expenses in excess of \$2,500.00 submitted to Major medical paid at the

rate of 100% until eligible for Medicare.

**2.** Any teacher who retires shall be allowed to remain as part of the group plans provided by the Trenton Board of Education. The teacher shall be responsible for payment of the group rates, except as provided for in B. 1. above.

**C.** The Board will assume administrative costs for a payroll deduction dental program, if such is requested by the Association.

**D.** TEA will assist the Board in encouraging retirees to use the State Health Benefit Prescription drug plan and current employees to enroll in the PPO plan.

**Article XXII**  
**TEXTBOOKS AND**  
**INSTRUCTIONAL MATERIALS**

**A.** In the event a teacher's order for books or supplies must be altered, the teacher shall be consulted regarding priorities on the original list and be given the opportunity whenever possible to restructure priorities on the original list and order alternative material.

**B.** Teachers, who use particular textbooks, other instructional materials, and equipment shall be directly involved with supervisors and directors in making the initial recommendation for the purchase of additional textbooks and other instructional materials, changes in such materials or selection of new materials.

**C.** The teacher at his/her option may periodically submit proposed changes or selection of new materials and equipment. The administrator will communicate these recommendations to the appropriate Board agent for possible purchase, or will communicate the reasons for the rejection of these materials to the individual teacher.

**Article XXIII**  
**TEACHER FILES**

**A.** Official teacher files shall be maintained in accordance with the following procedures:

**1.** Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic, professional or civic nature. All material received from and signed by responsible sources concerning a teacher's conduct, service or character may be placed in the file.

**2.** The teacher shall be given the opportunity to review the contents of his/her file by request in writing. This opportunity represents the implementation of the democratic concept that the individual has the right to be fully aware of any developments that concern his/her actions. It shall be the responsibility of the central administration, when requested in writing, to arrange a convenient appointment with each teacher which will enable that teacher to have ample time to fully review any and all documents in his/her file.

**3.** The teacher will be notified of any material of a derogatory nature to be placed in his/her personnel file.

**4.** The teacher has the right to reply to any document by letter to the Superintendent of Schools. This letter will be discriminately placed in the file.

**5.** A representative of the Association, at the teacher's request, shall accompany the teacher while he/she reviews his/her file.

**Article XXIV**  
**ACADEMIC FREEDOM**  
**(See Legal Rights Section)**

**Article XXV**  
**SUBSTITUTES**

**(See Legal Rights Section for Additional Language)**

**A.** Since it is desirable for each teacher to use an uninterrupted preparation period or conference/planning period each day, the assignment of a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, shall be permitted only in case of emergency. Teachers who lose more than two (2) prep periods or conference/planning periods shall be compensated in accordance with Article IV, C.6 section A regardless of the assignment.

**B. 1.** Long-term substitutes as defined shall include resident substitute or personnel assigned to a building for a continuous period of time, exceeding thirty (30) days.

**2.** Any long-term substitute as defined above, who holds an instructional or educational services certificate, shall be paid at an annual rate of the minimum step of this agreement calculated on a per diem basis.

**3.** They shall be entitled to twelve (12) sick days per year on a prorated basis.

**Article XXVI**  
**DUES AND REPRESENTATION**  
**FEES DEDUCTIONS**

**(See Legal Rights Section for Additional Language)**

**A.** The Board agrees to deduct from the salaries of its employees dues for the Trenton Education



**3.** I designate the Trenton Education Association to receive dues and distribute according to the organization indicated.

**C.** The Association named in Section B shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

**D.** Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

**E.** The filing of notice on an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

## **F. Representation Fees**

**1.** The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to those employees who have not become members of the Association for the then current membership year. Said deduction shall be made upon receipt of authorization from the Association. The deductions will begin with the first paycheck paid; thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

**2.** If an employee, who is required to pay a representation fee, terminates his/her employment with the Board before the Association has received

the full amount of the representation fee to which 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.

**3.** 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.

**G.** Each pay period the Board shall provide the Association with an alphabetical list of all personnel in a bargaining unit position. The list shall include the amount, if any, deducted for membership dues or representation fees during the previous pay period, for each named individual.

**H.** The Association shall submit to the Board proof of the establishment and maintenance of a demand and return system through which non-members may appeal the amount of the representation fee. Furthermore, the Association agrees to make all non-association members aware of their legal rights of appeal and of the procedures available for such an appeal.

**I.** The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, except for counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with the representation fee provisions.

**Article XXVII**  
**MISCELLANEOUS PROVISIONS**

**A.** It is agreed that the cost of professionally printing 3,000 copies of this Agreement shall be borne equally by the Board and the Association. The format of said Agreement and arrangement for printing of same shall be made by the Association.

**B.** This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**C.** The Trenton Board of Education on its own behalf and on behalf of the taxpayers of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, managerial prerogatives, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Jersey, and of the United States.

**D.** If any provision of this Agreement to any employee or groups of employees 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.

**E.** Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by the Administrative procedures and practices in force on said date shall continue to be applicable during the terms of this Agreement.

**F.** The district anticipates the continual integration of technology into the curriculum. TEA members may attend district provided training for the implementation of district technology initiatives. Training shall be provided during the work day or subject to the provisions of Article IV, C.6 or Schedule C.

**Article XXVIII**  
**TWELVE MONTHS EMPLOYEES**

**A. 1.** Twelve month employees shall work eight (8) hours per day, including a lunch period.

**2.** The actual work schedule of twelve month employees shall be 260 - 261 days including vacations and holidays.

**3.** Ten (10) month employees transferred to a twelve (12) month position or twelve (12) month employees hired after September 1 shall be paid 1/240 of the twelve month salary as computer above for each workday remaining in the school year. Such employees shall accrue 0.084 vacation days for each workday remaining in the school year.

**B.** The salary of twelve month employees shall be computed at the appropriate teacher base salary, step, and educational level, plus an additional seventeen percent(17), of that salary. However, twelve month employees shall not be paid less than an additional ten percent (10%) of teacher base salary, step and educational level, plus an additional two thousand dollars (\$2,000)

**C. 1.** In addition to Article VII (Leave Policies) twelve month employees shall be allowed three (3) additional days for personal illness, and one (1) additional day for Personal Business or Religious Holiday.

**2.** Twelve month employees shall be entitled to twenty (20) days of cumulative annual vacation.

**Article XXIX**  
**DURATION**

Provisions of this agreement shall be effective as of 12:01 a.m. September 1, 2009, and shall remain in full force and effect until midnight August 31, 2012

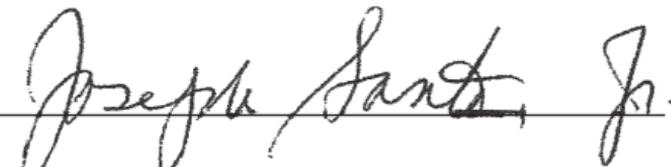
subject to the association's right to negotiate over a Successor Agreement as provided in Article II of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed by their respective Secretaries or Negotiation Chairperson and their seals to be placed hereon, on the 21st day of May 2010.



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Nicola Tatum  
President – Board of Education  
City of Trenton



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Joseph Santo  
President – Trenton Education Association

**Salary Guide 2009 - 2010****SCHEDULES A**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>BA+60</b>	<b>MA+30</b>	<b>BA+90</b>	<b>MA+60</b>	<b>DOC</b>
<b>0</b>	47700	48370	49050	49610	49610	49840	54170	56520
<b>1</b>	48150	48820	49500	50060	50060	50290	54620	56970
<b>2</b>	48600	49270	49950	50510	50510	50740	55070	57420
<b>3</b>	49050	49720	50400	50960	50960	51190	55520	57870
<b>4</b>	49500	50170	50850	51410	51410	51640	55970	58320
<b>5</b>	49950	50620	51300	51860	51860	52090	56420	58770
<b>6</b>	50400	51070	51750	52310	52310	52540	56870	59220
<b>7</b>	50851	51521	52201	52761	52761	52991	57321	59671
<b>8</b>	51301	51971	52651	53211	53211	53441	57771	60121
<b>9</b>	53851	54521	55201	55761	55761	55991	60321	62671
<b>10</b>	56751	57421	58101	58661	58661	58891	63221	65571
<b>11</b>	59651	60321	61001	61561	61561	61791	66121	68471
<b>12</b>	62151	62821	63501	64061	64061	64291	68621	70971
<b>13</b>	66051	66721	67401	67961	67961	68191	72521	74871
<b>14</b>	71951	72621	73301	73861	73861	74091	78421	80771
<b>15</b>	78811	79481	80161	80721	80721	80951	85281	87631

**Salary Guide 2010 - 2011****SCHEDULES A**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>BA+60</b>	<b>MA+30</b>	<b>BA+90</b>	<b>MA+60</b>	<b>DOC</b>
<b>0</b>	48377	49047	49727	50287	50287	50517	54847	57197
<b>1</b>	48827	49497	50177	50737	50737	50967	55297	57647
<b>2</b>	49277	49947	50627	51187	51187	51417	55747	58097
<b>3</b>	49727	50397	51077	51637	51637	51867	56197	58547
<b>4</b>	50177	50847	51527	52087	52087	52317	56647	58997
<b>5</b>	50627	51297	51977	52537	52537	52767	57097	59447
<b>6</b>	51077	51747	52427	52987	52987	53217	57547	59897
<b>7</b>	51528	52198	52878	53438	53438	53668	57998	60348
<b>8</b>	51978	52648	53328	53888	53888	54118	58448	60798
<b>9</b>	54527	55197	55877	56437	56437	56667	60997	63347
<b>10</b>	57426	58096	58776	59336	59336	59566	63896	66246
<b>11</b>	60326	60996	61676	62236	62236	62466	66796	69146
<b>12</b>	62601	63271	63951	64511	64511	64741	69071	71421
<b>13</b>	66501	67171	67851	68411	68411	68641	72971	75321
<b>14</b>	72401	73071	73751	74311	74311	74541	78871	81221
<b>15</b>	79811	80481	81161	81721	81721	81951	86281	88631

**Salary Guide 2011 - 2012****SCHEDULES A**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>BA+60</b>	<b>MA+30</b>	<b>BA+90</b>	<b>MA+60</b>	<b>DOC</b>
<b>0</b>	49095	49765	50445	51005	51005	51235	55565	57915
<b>1</b>	49545	50215	50895	51455	51455	51685	56015	58365
<b>2</b>	49995	50665	51345	51905	51905	52135	56465	58815
<b>3</b>	50445	51115	51795	52355	52355	52585	56915	59265
<b>4</b>	50895	51565	52245	52805	52805	53035	57365	59715
<b>5</b>	51345	52015	52695	53255	53255	53485	57815	60165
<b>6</b>	51795	52465	53145	53705	53705	53935	58265	60615
<b>7</b>	52243	52913	53593	54153	54153	54383	58713	61063
<b>8</b>	52693	53363	54043	54603	54603	54833	59163	61513
<b>9</b>	55242	55912	56592	57152	57152	57382	61712	64062
<b>10</b>	58141	58811	59491	60051	60051	60281	64611	66961
<b>11</b>	61041	61711	62391	62951	62951	63181	67511	69861
<b>12</b>	63101	63771	64451	65011	65011	65241	69571	71921
<b>13</b>	67001	67671	68351	68911	68911	69141	73471	75821
<b>14</b>	72901	73571	74251	74811	74811	75041	79371	81721
<b>15</b>	80886	81556	82236	82796	82796	83026	87356	89706

## ADDITIONS TO SCHEDULES A

**1.** Persons that attain National Teacher Certification shall receive an additional \$2500.00 which shall be reflected in their maximum.

**2.** Persons holding dual certification shall receive an additional \$1500.00 which shall be reflected in their maximum.

**3.** Employees receiving longevity in school year 2004-05 shall continue to receive such payment. Longevity shall be frozen at the level received during the 2004-05 school year. Employees ineligible to receive longevity in school year 2004-05 will not be eligible to receive longevity. Such longevity payments shall apply only to those employees that received a longevity payment in the 2004-05 school year and that such payment will be frozen with no additional payments for continued service. Longevity (experience in Trenton plus credited experience outside of Trenton). Employees that received longevity in 2004-05 school year or in previous years shall be frozen as follows:

17 years additional.....	\$ 300.00
20 years additional.....	\$1200.00
25 years additional.....	\$ 700.00
30 years additional.....	\$ 850.00
35 years additional.....	\$ 700.00
40 years additional.....	\$ 700.00

## COACHES' SALARIES

## SCHEDULES B

### 2009-2012

<u>HIGH SCHOOL</u>	<u>HEAD</u>	<u>ASST</u>	<u>JV</u>	<u>FRESH</u>
<b>Group A</b> Basketball Football Band Director	\$ 8,481.00	\$ 6,524.00	\$ 5,871.00	\$ 4,828.00
<b>Group B</b> Baseball Spring Track Soccer Softball Swimming Wrestling	\$ 7,828.00	\$ 6,524.00	\$ 5,871.00	\$ 4,828.00

# COACHES' SALARIES

# SCHEDULES B

2009-2012

<u>HIGH SCHOOL</u>	<u>HEAD</u>	<u>ASST</u>	<u>JV</u>	<u>FRESH</u>
<b>Group C</b>	\$ 6,133.00	\$ 5,088.00		
Cross Cntry				
Golf				
Indoor Track				
Tennis				
Cheerleaders	\$ 8,220.00		\$ 5,480.00	
Color Grd-yrly	\$ 5,350.00			
Twirlers-year	\$ 5,350.00			

# COACHES' SALARIES

# SCHEDULES B

2009-2012

<u>MIDDLE SCHOOL</u>	<u>HEAD</u>	<u>ASST</u>	<u>JV</u>	<u>FRESH</u>
Soccer	\$ 2,518.00	\$ 1,213.00		
Basketball				
Swimming				
Baseball				
Track&Fld-Sp				
Softball				
Weight Trainer	Hourly A-rate			

**SCHEDULE C**  
**IN-SERVICE CREDIT**  
**(Certified Personnel)**

**A.** Activities Approved for Training Level Advancement:

**1.** College or University study at an advanced level.

**2.** Participation on system-wide curriculum committees under the following conditions:

**a.** Participant will be selected for his/her potential to make a valuable contribution

**b.** Participant may receive three (3) credits for thirty (30) hours of committee work in each semester or hourly compensation in accordance with this agreement.

**3.** Attendance at professional conferences and conventions when the subject matter is allied to the employee's job responsibilities. Such attendance shall be on the employee's own time and at his/her expense. This activity may be credited at one fourth (1/4) point to two (2) points depending upon the following conditions:

**a.** The relationship of the experience to the employee's job responsibilities;

**b.** The length of duration of the activity;

**c.** The completion of a prescribed evaluation form.

**B. Documentation**

**1.** An employee who submits an application for in-service credit for a course, other than one sponsored by the Trenton School District, shall be given written notice of the application's approval or rejection within thirty (30) calendar days from submission of the appropriate application forms.

**2.** An employee who participates in an in-service credit activity or course, sponsored by the

Trenton School District or approved for credit by the Trenton School District, upon satisfactory completion of the course and submission of any required verification of completion, shall receive written acknowledgment of credit(s) granted within thirty (30) calendar days.

**3.** A copy of the written acknowledgment of credit(s) granted for an in-service course or activity shall be kept on file with the Assistant Superintendent for Curriculum.

**4.** All future credit for curriculum conferences, conventions, seminars, and the like, must be documented as to attendance.

**5.** It shall be the responsibility of the individual teacher to provide approved and properly authenticated documentation of credit submitted for in-service credit.

## **LEGAL RIGHTS SECTION**

### **RECOGNITION**

**A.** On November 5, 1987 a secret ballot election was conducted under the auspices of the Public Employment Relations Commission, consistent with their regulations, and Chapter 303, Public Laws of New Jersey of 1968 and Chapter 123, Public Laws of 1974. The Trenton Education Association was elected as the sole and exclusive representative for certain professional employees as listed below.

**B.** The Board shall have the right to create new teacher positions as may be required by State Law or regulations or directives promulgated by the New Jersey Department of Education and to create job descriptions.

**C.** This recognition shall not impair the rights of any employee or group of employees under Section

19 of Article I of the New Jersey Constitution and Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974.

## **NEGOTIATION PROCEDURE**

The Board agrees not to negotiate with any persons or teachers' organization other than the Association in regard to teachers, terms or conditions of employment during the term of Recognition.

## **LEAVE POLICIES**

### **A. Caring for Sick Member of Immediate Family**

A leave of absence, without pay, of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family, as required by state and federal law as defined in Article VII-B, after the teacher has submitted proof satisfactory to the Superintendent that such leave is necessary. The Board will provide medical insurance coverage during the leave for up to 12 months. The teacher will be able to continue health/medical insurance coverage at his/her own expense after one year if the leave is extended.

### **B. Military Leave**

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

## **STUDENT DISCIPLINE**

**A. 1.** The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that

a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to provide necessary services or placement elsewhere within a reasonable time.

**2.** Whenever a student assaults or threatens a school employee, the school principal shall, on application by the teacher take the student into custody and turn him or her over to the appropriate authorities for criminal prosecution or remedial treatment.

**3.** School employees will utilize a standard form designed to report cases of assault or intolerable abuse by a student.

**B.** The Board hereby assures teachers that it shall put its full support behind the procedures and policies hereinafter recommended and adopted by the Board in matters of discipline. The Board and the Association recognize a mutual responsibility for the enforcement of such policies.

**C.** A teacher may use reasonable force as is necessary to protect him/ herself from attack, to protect another person or property, to quell a disturbance or to obtain possession of weapons or other dangerous objects.

**D.** Relating to student discipline, the duties and responsibilities of all administrators, coordinators, and supervisors shall be reduced to writing and presented to each teacher at the start of each school year.

**E.** Teachers may request special help or assistance from their appropriate supervisors, principals, or the Superintendent. Requests for Superintendent assistance shall be channeled through the principal of the building in which the teacher is employed.

**F.** Teachers shall receive prompt notification of a

pupil in their classes who has severe physical learning and/or emotional and/or other disabilities within the knowledge of the administration where legally permissible.

**G. 1.** A teacher may exclude a pupil from his/her class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will immediately furnish the principal with knowledge of the exclusion, and within one (1) full school day, full particulars of the incident. The affected pupil will be readmitted to the classroom only upon written authorization of the principal, or when requested, by written guidelines from the principal for the future handling of this case.

**2.** Individual records will be maintained on student discipline and will be available to teachers where legally permissible.

**3.** School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents, when warranted. Other measures, short of suspension, will first be exhausted. Suspension of students from school may be imposed only by a principal or his/her designated representative.

**H. 1.** The Behavioral Guides established and adopted by the Board shall continue in full force and effect, subject to modification by the Board with the advice of the Joint Discipline Committee. The currently functioning Joint Discipline Committee shall maintain similar codes for all secondary as well as elementary schools. Teachers should get a copy of the discipline code on the opening day of each school year.

**2.** Teacher members of the Committee shall be released from all other duties, with no loss of pay,

at times when the Committee is scheduled to meet.

## **TEACHING CONDITIONS**

If teachers are assigned mentoring duties according to state regulations, negotiations shall be reopened for the limited purpose of discussing changes of terms and conditions of employment affected by such assignment.

## **TEACHER EVALUATION**

All non-tenured personnel shall be observed and evaluated a minimum of three (3) times per year, prior to contract determination for the following school year.

## **TEACHER AND ASSOCIATION RIGHTS**

**A.** All teachers shall have the right to freely organize, join and support the Association for the purpose of engaging in professional negotiations and other concerted activities for mutual aid and protection. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, national origin or sexual orientation.

**B.** The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status or sexual orientation.

**C.** Pursuant to Chapter 303, and Chapter 123 Public Laws of New Jersey, proposed new rules or modifications of existing work rules, shall be negotiated with the Association before implementation.

**D.** This Agreement shall not be interpreted or

applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

## **TEACHER PROTECTION**

**A.** A school nurse shall be scheduled to be in each building for all or portion of a day.

**B.** No action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

**C.** When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave. Any claim, demand, suit, or judgment arising from such assault or injury shall be honored by the Board.

**D.** Whenever a teacher is absent from school as a result of personal injury, caused by an assault arising out of and in the course of his/her employment, compensable under the New Jersey Worker's Compensation Laws, he/she shall be paid his/her full salary for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in N.J.S.A. 18A:30-2.1. Salary payments allowable under this section with reference to such injury shall be made for absence during the waiting period for which no temporary disability compensation is allowed under the New Jersey Worker's Compensation laws, and during but not beyond the period for which the teacher is entitled to receive for such injury a temporary disability benefit under the said Worker's Compensation laws. Any amount of salary payable pursuant to this section shall be reduced by the amount of new Worker's Compensation award for temporary disability due to

the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication in the appropriate Worker's compensation proceeding of the period of temporary disability, the opinion of the said physician as to the said period shall control. This section applies only to assaults occurring after July 1, 1968.

## **CLASS SIZE**

The goal for class size will be to maintain academic classes not in excess of twenty-five (25) pupils. No academic class will be maintained at a level in excess of thirty (30) pupils.

## **RELIEF FROM NON-INSTRUCTIONAL DUTIES**

**A.** The Board and the Association recognize that employment of teacher aides and school aides are useful and necessary in order to implement this principle.

**B. 1.** When possible teachers will not be assigned to cafeteria duty but can be assigned to alternative duties which will free other staff members to replace them in the cafeteria.

**2.** The Board will provide in each building a security force sufficient to maintain order and insure the safety of students and personnel.

## **TEACHER ASSIGNMENTS**

**A.** Teacher assignments shall be made without regard to age, sex, race, creed, color, religion, nationality, marital status, sexual orientation, or

ancestry, unless based upon a bona fide occupational qualification.

**B.** Non-tenured teachers shall be notified of their contract and salary status for the ensuing year no later than May 15.

## **VACANCIES, PROMOTIONS, SPECIAL PROGRAMS AND PROJECTS**

**A.** Each applicant who meets the qualifications for a vacancy shall be interviewed by a committee appointed by the Superintendent, and a record of the interview shall be filed with the application. Interview ratings for each applicant shall be prepared independently by each member of the committee.

**B.** The committee shall then combine the independent interview ratings, which shall include the applicant's formal training and professional experience in the Trenton School System into a total rating.

**C.** All applicants shall be placed on a ranked list according to their total ratings.

**D.** Selection for a vacancy shall be made from among the three (3) top ranking applicants, as submitted by the interviewing committee, by the Superintendent of Schools.

**E.** All appointments to the aforesaid vacancies shall be made without regard to age, sex, race, creed, color, religion, nationality, marital status, or ancestry, unless based upon a bona fide occupational qualification.

**F.** The Board of Education, acting on the recommendation of the Superintendent, may create new positions in keeping with school reform initiatives or Core Curriculum Standards requirements.

**G.** The Board shall have the right to create such teaching positions, both full-time and part-time, as may be required to ensure effective and appropriate instruction, as long as NJDOE regulations are

observed.

## **TEXTBOOKS AND INSTRUCTIONAL MATERIALS**

**A.** The Board agrees that it will provide sufficient textbooks to insure that each pupil in the classroom has use of copies of assigned textbooks as may be appropriate and required.

**B.** A dictionary appropriate to classroom needs shall be provided in each classroom in grades kindergarten through 12.

**C.** Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best: (1) show the cultural diversity and pluralistic nature of our society in both textual and illustrative material and (2) reflect the most recent authoritative scholarship on the history and roles of various racial, ethnic, and religious groups and their prominent representatives in American life.

## **ACADEMIC FREEDOM**

**A.** The Board and the Association seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraint upon free inquiry and learning, and in which academic freedom for teacher and students is encouraged.

**B.** Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the

physical and biological world and other branches of learning subject only to accept standards of moral, legal, ethical and educational responsibility.

**C.** Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard any legitimate interests of the schools and to exhibit by appropriate examples the basic objects of a democratic society.

## **SUBSTITUTES**

The Board agrees at all times to maintain an adequate list of substitute teachers. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

## **DUES AND REPRESENTATION FEES DEDUCTIONS**

The agency fee provision with usual safeguards" shall be 85% of the regular membership dues.

## **SECTION 125 ADDENDUM**

### **1. In-Writing Requirement**

A Section 125 plan must have a separate written plan document. In general, the written document is an internal document that the employer maintains. The plan document should be available to employees.

The following information must be included in the document.

- A specific description of the benefits available;
- Full or dependent medical prescription
- The plan's eligibility rules governing participation
- Spousal coverage in or out of the district
- The procedures governing participants' elections under the law, including the period during which elections may be made, the extent to which elections are irrevocable, and the periods with respect to which elections are effective;
- Allow employees to choose between nontaxable health care coverage and taxable cash.
- Employees will continue current coverage unless they specifically request the cash option, in writing with submission of proof of other spousal coverage, prior to the beginning of each plan year.
- Employees may revoke the cash option choice within a plan year under certain circumstances:
  - Employees marriage or divorce
  - Birth or adoption of a child of the employee
  - Termination of employment of employee's spouse
  - Employee's spouse switching from full-time to part-time employment

- Employee's spouse taking an unpaid leave of absence
- Any other change in the health coverage of the employee's spouse
- The anticipation of the employee's retirement
- Coverage, without consideration to pre-existing conditions, will be restored within thirty days of the restoration request. Cash option installment payments will stop with commencement of coverage.
- Employees choosing the cash option will be paid 50% of the cost of all waived benefits. Cash will be taxable and shall be paid in installments equal to the number of yearly paychecks.

## **2. Disclosure to Employees**

The elements of the Section 125 written plan document must be disclosed to employees. Disclosure is usually made in a booklet distributed to employees referred to as a summary plan description (SPD). In addition, elements may be subject to the reporting and disclosure requirements of ERISA.

Under ERISA (and as a matter of common sense) information provided to participants should be "written in a manner calculated to be understood by the average plan participant..."

In general, the following information should be provided:

- Important plan provisions,
- Names and addresses of those responsible for administering the plan,
- A description of the benefits and the circumstances that may result in revoking the cash option choice, and procedures to be followed for requesting the revocation of the cash option choice.

Disclosure of benefit plan information to

employees should be comprehensive.

### **Administrative Information**

- Name of the plan
- Name and address of employer or a representative
- Employer Identification Number
- Type of plan
- State and end of the plan year.
- Type of administration, i.e., contract administration, sponsor administration, insurer administration. An explanation is also necessary so that participants understand the administrative structure.
- Name and business address, and telephone number of the plan administrator.
- Name and address of the designated legal agent.
- Statement of legal rights of participants in regard to plan trustees and administrators.
- Name, title, and principal place of business of each plan trustee, if any
- A statement of collective bargaining agreement and availability of the written agreement.

Depending on the size and complexity of the plan and its administration, much of the material listed above can be consolidated. The information should be easy to update, since names, addresses, and phone numbers need to be current.

### **Eligibility and Benefits Information**

The following are the minimum requirements for eligibility and benefits information:

- A description of benefits available under the plan,
- Requirements for participation and benefits,

## **Loss of Benefits Information**

This statement serves to inform participants of exceptions to the cash eligibility structure.

- Employees must choose the cash option prior to each plan year.
- Proof of spousal coverage must be submitted with each request for the cash option.

### **3. Reporting Requirements**

Reporting requirements for Sec. 125 plans are satisfied by completing the applicable IRS form. The IRS can impose penalties for failure to file.

## **SICK LEAVE BANK ADDENDUM**

**A.** The Trenton School District shall permit its employees to donate personal illness days (sick leave days) to co-workers who are suffering from a catastrophic illness or injury and who have exhausted all paid time. Participation in the program is strictly voluntary.

There shall be established a reserve of sick leave days for restricted use by employees who choose to join the Sick Leave Bank, in cases of emergency or exceptional need. Said "Sick Leave Bank" shall be established in the following manner.

**1. Annually** on or before October 15th teachers who wish to join the Sick Leave Bank must sign an agreement to join. The form of the agreement to join will be mutually developed by the T.E.A. and the Board.

**2.** Any tenured teacher with 30 or more accumulated sick days shall be eligible for participation in the Sick Leave Bank.

**3.** Each teacher who joins the Sick Leave Bank shall make an initial contribution of two (2) sick days from his/her accumulated sick leave. Once contributed the sick days shall not be returned. Only

when the number of days in the Sick Leave Bank falls below 300, each employee who wishes to remain in the Sick Leave Bank **must** contribute one (1) additional day to maintain coverage.

**4.** Members shall receive written notification prior to additional required contributions.

Members of the Sick Leave Bank may withdraw from coverage by requesting this in writing to the Committee. **Eligible** employees not in the Sick Leave Bank may **also** join at this time.

**B.** The use of days from the Sick Leave Bank shall be closely regulated, and use granted only after approval by a committee composed of five (5) T.E.A. members. These committee members shall be affiliated in good standing with the Sick Leave Bank and shall be approved by the T.E.A. Executive Committee.

The sick days to be awarded from this bank will apply only in cases where all of the individual's accumulated sick leave has been used. Employees who receive days from the Sick Leave Bank shall be compensated at their regular daily rate of pay.

**C.** In the event of a reduction in force or termination, accumulated sick leave from the Bank shall not be compensated, but shall remain credited to the Bank.

**D.** Employees shall be given a written accounting of accumulated sick days each school year (by Human Resources).

**E.** In cases in which sick leave is claimed, the Sick Leave Bank may require a physician's certificate to be filed with secretary of the Board of Education in order for an employee to obtain sick leave (N.J.S.A. 18A:30-4).

## **SICK LEAVE BANK GUIDELINES**

**1.** A quorum is necessary for the purpose of

conducting business. A quorum consists of three members.

**2.** The Assistant Superintendent for Human Resources or an administrator designee will assume the role as Non-Voting Chair and will provide the necessary accumulated sick day information to the Committee on a quarterly basis or more often as needed.

**3.** The Committee shall provide the Assistant Superintendent for Human Resources a statement of sick bank accounts and copies of all meeting minutes on a quarterly basis. The Committee shall also communicate its decisions to the applicants.

**4.** No days will be awarded unless all of the individual's sick days have been exhausted. Professional staff will be required to request days, which may be granted at the discretion of the Board, prior to application to the sick leave bank.

**5.** In cases which involve work-related injuries and the individual is being compensated through Worker's Compensation, no application will be considered until the individual is released by the Worker's Compensation physician, the stipulations in No. 4 are met, and no further income is being received through Worker's Compensation Insurance.

**6.** Applications will be considered for a continuous absence due to qualifying personal illness or injury. Applications resulting from elective or cosmetic procedures will not be considered.

**7.** A doctor's statement on the physician's letterhead must be received with the application, stating the following:

- a.** Applicant's name
- b.** Reason for absence, stating the reason for total disability
- c.** Estimated length of absence/return to work

**d.** Additional medical documentation may be required

**8.** The Committee may award a maximum of sixty (60) days in any school year and up to ninety (90) days in two consecutive school years for each case presented to Sick Bank.

**9.** Membership on the Committee shall be limited to two consecutive years except for the Human Resources Director, who is a permanent non-voting member of the Committee.

**10.** The Committee will meet on an as-needed basis.

**11.** The following factors will be taken into consideration by the Committee in their deliberations:

- a.** Attendance history of the applicant
- b.** Previous requests and awards from the Sick Leave Bank
- c.** Pre-existing conditions and the effect on absenteeism
- d.** Seriousness of condition and estimated length of illness
- e.** Any other meaningful factor for the Committee to make a determination

**12.** If the Committee does not grant sick bank days, the employee may appeal the decision in writing within five (5) working days of receipt of the decision. The employee shall submit to the Committee additional documentation supporting the appeal. The Committee shall reconsider its decision and notify the employee in writing within five working days.

**13.** The determination of the Committee will be final.

**14.** These guidelines shall be reviewed by the Committee annually in September. The Committee has the ability to amend and change these guidelines by a majority vote of the Committee.

# TRENTON EDUCATION ASSOCIATION SICK LEAVE BANK ENROLLMENT FORM

Sample copy

Name \_\_\_\_\_ XXX-XX-\_\_\_\_\_  
(last 4 digits of SS #)

Home Address \_\_\_\_\_  
\_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Phone (\_\_\_\_\_) \_\_\_\_\_

Cell Phone \_\_\_\_\_

School/Location \_\_\_\_\_

School Phone \_\_\_\_\_

E-mail: Work \_\_\_\_\_

Home \_\_\_\_\_

Date of hire \_\_\_\_/\_\_\_\_/\_\_\_\_

I have read and am aware of all conditions of the Trenton Education Association (TEA) Sick Leave Bank and Sick Leave Bank Guidelines. Each member who joins the Sick Leave Bank shall initially contribute two (2) sick days from his/her accumulated

sick leave. I understand that contribution of additional days may be required as stated in the TEA Sick Leave Bank and Sick Leave Bank Guidelines. Once contributed, sick days shall not be returned. By my signature below, I am applying for membership and authorizing contribution of days.

---

Signature of applicant

---

Application Date

Please mail completed form to:  
SLB- Trenton  
Education Association  
1415 Chambers Street  
Trenton, NJ 08610

OFFICE USE ONLY

Date of hire \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Number of accumulated days (as per Human Resources) \_\_\_\_\_

As of (date) \_\_\_\_\_

Sick Bank enrollment date \_\_\_\_\_

Notes: \_\_\_\_\_

## **ADDENDUM**

### **TEA/TPS COLLABORATION**

In keeping with the spirit and intent of these negotiations, the Board, administration and Trenton Education Association acknowledge their collective responsibility for improving student achievement.

#### Collaborative Relationship

The parties are agreed that TEA officers or their designees will represent the Association as full committee members on such district working committees as the Superintendent's Cabinet, Board agenda review, and school performance review, and on such as hoc committees as the business of the district may require (for example, school enrollment planning or Long Range Facilities Improvement Planning).

To ensure that the Board of Education does not serve as the venue and entity for complaint management, the parties are also agreed that for the duration of this Agreement a complaint and problem resolution joint committee will be constituted and will meet at least bi-weekly, with the Deputy Superintendent and TEA President or designee serving as co-chairs. TEA members (and other employees, parents and students) will be directed to this joint committee for redress of their concerns, and the committee will have the authority to direct whatever action may be required, within the limits of Board policy and state law and regulation.

The parties are agreed that improved district performance and improved student achievement require their collaborative and non-adversarial relationship. However, this spirit of collaboration is not intended to interfere in any way with the full and complete implementation of the Agreement between the parties or the right of TEA or its members to seek redress when they believe their contractual rights have been violated.

## **ADDENDUM**

### **PILOT SCHOOL PROJECTS**

TEA, in partnership with TPS administration and NJEA, will assume responsibility for improving student achievement at three schools designated by NJDOE as low performing or in need of "Corrective Action." Assuming ratification of an agreement no later than January 24, 2005, the parties (TPS, TEA, and NJEA) will submit a 3 Year Operational Plan for each school using the "Implementing an Alternative Whole School Reform Design" process as described in NJDOE Division of Abbot Implementation

Guidelines for 2005-2006. The Design will incorporate TPS curricula and NJDOE Core Curriculum Content Standards, and whatever professional development TEA and NJEA may propose that reinforces or supplements each school's programs. The Design will also address the deficiencies which have caused the schools to be in improvement status and will address the requirements of the NCLB Accountability System. Each school will receive an equitable share of district resources, including financial, staffing and support services, during the duration of this collaborative project. Any additional resources will be in keeping with whatever special grants or entitlements the schools may receive given their Corrective Action status. All parties are agreed that we share the goal of ensuring that all students meet federal and state standards within the timelines set by NCLB.