

Cont # 1823

C.P. MULLEN

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Agreement

between

Trenton Administrators  
and  
Supervisors Association

and

Trenton  
Board of Education

July 1, 1989 to June 30, 1992

Rec'd 3/13/90

Memo

**T.A.S.A. OFFICERS  
1989-1992**

*President*  
WILLIAM APPLEGATE  
Principal, Robeson School

*Vice President*  
HOWARD COLVIN  
Principal, P. J. Hill School

*Secretary*  
ETGENE SARSON  
Supervisor, Trenton High School

*Treasurer*

**ASSOCIATION EXECUTIVE BOARD**

*Head of*  
ALAN MORTON, Administration Building

*Constitution and By Laws*  
ELIZABETH HAYES, Administration Building  
JOSEPH IORIASI, Trenton High School

*Partnership*  
EDITH BOONE, Administration Building  
THELMA NAPOL EON SAITH, Gregory School

*Fire arm*  
MICHAEL ROTSTEIN, Junior #2  
HARRY DEARDEN, Administration Building

*Memberships*  
LOUIS LIMATO, Administration Building

*Political Action*  
MORTIMER PALMER, Administration Building

*Special*

**AGREEMENT  
BETWEEN**

**TRENTON ADMINISTRATORS  
AND**

**SUPERVISORS ASSOCIATION  
AND THE  
TRENTON**

**BOARD OF EDUCATION**

**JULY 1, 1989**

**TO**

**JUNE 30, 1992**

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## ARTICLE I RECOGNITION

A. In accordance with Chapter 303, Public Laws of 1968, the Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all administrative and supervisory personnel with unit titles of Chief of Security, Assistant Purchasing Agent Stock and Inventory Control, Assistant Purchasing Agent/Operations, Assistant Manager for Safety/Loss Control and Custodians, Assistant Principal, Coordinator, Supervisor, Assistant Secretary, Vice Principal, Elementary Principal, Junior High Principal, Director and High School Principal, including any on leave and excluding any deemed confidential.

B. The Board agrees that except for the right to reduce positions consistent with the law and this agreement, all unit titles and responsibilities shall remain in effect.

C. Each party reserves the right to petition PERC concerning any dispute.

D. Unless otherwise indicated the term "administrator", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above, and references to male administrators shall include female administrators.

## ARTICLE II

### NEGOTIATION PROCEDURE

A. The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement. Such negotiations shall begin not later than **December 1st** of the calendar year preceding the calendar year in which this Agreement expires.

B. During the negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available all public information of the Trenton Board of Education.

C. The first negotiation session between the parties shall be scheduled by mutual agreement within fifteen (15) calendar days of December 1st of the calendar year preceding the calendar year in which this Agreement expires.

D. **Negotiating Team Authority**

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

1. All conditions agreed to in this Agreement shall be maintained at no less than the highest minimum standards in effect in the system at the time this Agreement is signed, pro-

vided however, that such conditions shall be improved for the benefit of administrators as required by the express provisions of this Agreement.

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

3. This Agreement shall not be interpreted or applied to deprive administrators of professional advantages heretofore enjoyed unless expressly stated herein.

#### **E. Modification Understanding of Parties**

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement. 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.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### **A. Definition**

The term "grievance" means an allegation or claim that there has been an improper application, interpretation or violation of any term or provision of this contract or administrative decisions affecting a member or group of members.

#### **B. Procedure**

##### **1. Filing a Grievance**

A grievance may be filed by an individual member, a group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) work days after the administrator knew or should have known of the event.

##### **2. Failure to Communicate a Decision**

Failure at any step to communicate the decision on a grievance within the specified time limitation shall move the grievance to the next level. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive. Time limits may be extended by mutual agreement in writing.

##### **3. Informal Attempt to Resolve**

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An individual administrator who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within ten (10) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this Section B shall become applicable.

##### **4. Level One - Superintendent of Schools, and or his designee**

The grievant, no later than five (5) work days after receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate supervisor as specified above and his dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent shall communicate his decision in writing to the grievant and the immediate supervisor.

##### **5. Level Two - Board of Education**

If the grievance is not resolved to the grievant's satisfaction, no later than five (5) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, or its designees shall review the grievance and shall at the option of the Board hold a hearing with the grievant and render a decision in writing within thirty-five (35) work days of receipt of the grievance by the Board.

##### **6. Level Three - Arbitration**

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within ten (10) work days after the receipt of the decision which is being appealed. Where, however, the grievant elects so to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association and the Board.

The grievance, if not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the American Arbitration Association.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the par-

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ties or any policy of the Board of Education. The opinion and award shall be final and binding. Only the Board, the aggrieved, and appropriate officials of the Association shall be given copies of the arbitrator's opinion and award. This shall be accomplished within thirty (30) work days of the completion of the arbitrator's hearings.

#### **7. Right to Representation**

Rights of administrators to representation shall be as follows: Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative(s) and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or at any later level, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

#### **8. Separate Grievance File**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### **9. Meetings and Hearings**

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article. Meetings conducted under this procedure shall not be scheduled during times when persons involved are required to be at their work stations except by mutual agreement.

#### **C. Costs**

Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally. Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

## **ARTICLE IV CONTRACTUAL SALARY PROVISIONS AND FRINGE BENEFITS**

**A.** Persons upon earning a doctorate will receive an additional \$850 (Doctoral Stipend) which will also be reflected in their maximum.

**B.** Any employee within the Association with thirty years of accredited service and at least seven years in their present position, or any employee within the Association with twenty-five years of actual service to the district and at least seven years of service in their present position shall move to the appropriate salary guide presently in effect at maximum salary.

**C.** Effective July 1, 1989, all unit members shall be placed on the appropriate step of the salary guide contained herein and shall be paid at that rate, consistent with salary memo.

**D.** All unit personnel, with the exception of Assistant Principals shall be employed on a twelve (12) month annual contractual basis consistent with this Agreement and established practice. It is understood that this contractual period shall include 20 vacation days during the months of July and August; such vacation schedules shall be approved by the designated supervisor or the Superintendent. The working day shall be consistent with established Board policy.

Employees shall be permitted to use up to five (5) vacation days during the school year subject to written request at least 15 days in advance, except in case of emergency, and approval by the Superintendent or his designee. Vacation use shall not be permitted at the beginning of or end of holidays or holiday periods, during the first two weeks or last two weeks of school or during periods of standardized testing or monitoring.

**E.** Employees shall be permitted to accumulate unused personal days for retirement purposes only and same shall be credited for reimbursement on a one for three basis as with sick days. Only unused days after July 1, 1989 shall be accumulated for this purpose and no accumulation shall be permitted from year to year for any other purpose.

**F.** All employees shall be paid longevity payments in accordance with the schedule for their years of service without regard to the date that level of service (experience) was attained.

**G.** Those positions presently receiving stipends shall continue and shall receive such increases as agreed to:

#### **H. Fringe Benefits**

**1.** For the term of this Agreement, the Board shall pay the premium, as follows, and consistent with salary memoran-

- dum, for: individual and family coverage of the New Jersey Blue Cross Hospital Services Plan, the New Jersey Blue Shield Medical Surgical Plan (1420 Series) Medi-group with Medi-group Supplement or Healthways. Dependent coverage to age 25.
2. Unlimited major medical coverage with New Jersey Blue Cross/Blue Shield. Individual and family coverage with dependent to age 25. This program will cover 100% of the eligible major medical expenses for the balance of the calendar year when out of pocket expenses in the 20% co-insurance and \$100.00 deductible equal \$500.00 per individual or \$1,000.00 per family.
  3. Blue Cross Prescription Drug Plan, \$1.00 co-pay with oral contraceptives. Individual and family coverage with dependent to age 25.
  4. Blue Cross Dental Plan or Dental Services Organization Inc. (Eastern Dental) no deductible. Individual and family coverage with dependent to age 25.
  5. For any administrator 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 (1420 Series) including Rider J and Medi-group. Unlimited Major Medical coverage with New Jersey Blue Cross Hospital Service Plan, New Jersey Blue Shield Medical Surgical Plan (1420 Series) with expenses in excess of \$2,500.00 submitted to major medical at the rate of 100% until eligible for Medicare. Any administrator who retires shall be allowed to remain as part of the group plans provided by the Trenton Board of Education. The administrator shall be responsible for payment of the group rates as provided for above.
  - I. For the purpose of calculating an administrator's per diem rate of pay for any reason other than prorating salary, said calculation shall be at the rate of 1/240 for 12 month employees and 1/180 for 10 month employees. For prorating salaries, the calculation shall be at the rate of 1/260 or 1/261 for 12 month employees and 1/200 for 10 month employees.
  - J. Any employee promoted in an acting or permanent basis, from a 10 month employee to a 12 month employee, shall receive his then 10 month salary, plus 1/10 of that salary, plus a promotional increment of \$2,000, and shall move to the next higher step on the salary guide. In no case shall actual salary received, in the year of promotion, be less than the current salary before the promotion, plus a prorated share of the \$2,000 promotional increment.
  - K. Salary Guides and Longevity (see scheduled A, B, and C).

## ARTICLE V

### ADMINISTRATOR RIGHTS AND PRIVILEGES

#### A. Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

#### B. Salary Savings Clause

Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he may have under New Jersey School laws or other applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be consistent with those provided elsewhere.

#### C. Just Cause Provision

No administrator shall be disciplined, 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 and the limitations as set forth in Article III.

#### D. Required Meetings or Hearings

Whenever any administrator is required to appear before the Superintendent or Board or any committee or member thereof concerning any matter that could result in the termination of employment of that administrator, he shall be given prior notice, (which will be in written form) of the reason for such meeting, or interview at his option. He shall have a representative(s) of the association to advise him and represent him during such meeting or interview. Any suspension shall be with pay until formal determination by the Board of Education.

### **E. Criticism of Administrator**

Any criticism by a supervisor or Board member of any administrator shall be made in confidence and not in the presence of teachers, parents, students, or other public gathering. Criticism of any staff member shall be in complete confidence. Conversely, administrators will observe the same professional courtesy toward the Administration and Board members as set forth above.

### **F. Legal Representation**

1. An administrator who has a grievance presented against him has a right to be present at all levels of the grievance procedure. He may, at his option, have the Board attorney present to counsel and advise him at any level of the grievance at the Board's expense.  
2. Consistent with Title 18A:16-6.1 should any criminal action be brought against any administrator in the performance of his assigned duties, the Board shall aid and assist in any way, the defense of said administrator with attorneys fees or any other legal fees continuously through the resolution of the dispute.

## **ARTICLE VI**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

#### **A. Information**

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certified personnel, tentative budgetary requirements and all allocations, agendas, and minutes of all Board meetings, census data, names and addresses of all administrators and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the administrators, together with all information which may be necessary for the Association to process any grievance or complaint.

#### **B. Released Time for Meetings**

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he shall suffer no loss in pay and/or benefits.

#### **C. Use of School Buildings**

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

#### **D. Use of School Equipment**

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

#### **E. Exclusive Rights**

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the administrators, as defined in the unit, and to no other organization. The use of these rights and privileges shall be reasonable and consistent with the law.

#### **F. Association Released Time**

When situations arise, the president of the Association, or his designee, shall with prior notice, be granted time to attend to pressing Association business within the district.

G. 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, or marital status.

## **ARTICLE VII**

### **ASSOCIATION-ADMINISTRATION LIAISON**

#### **A. Organization**

Recognizing that any agreement entered into by the professional staff, the Board of Education, and the administrators of schools will be effective in providing for better educational opportunities for children only if properly implemented by way of effective and continuing communication on subjects related to current school practices and problems; therefore, the Liaison Committee shall be established.

#### **B. Board Action**

Any anticipated policy which has an impact on the terms and conditions of employment of an administrator or administrators shall be brought before the Association thirty (30) days prior to its adoption, except in case of unusual circumstances or emergency, but in no event shall any term or condition of employment be changed without proper negotiations consistent with Chapter 303, Public Laws of New Jersey 1968.

#### **C. Meetings with the Superintendent**

Meetings shall be held at the request of either party and arranged by mutual consent of both parties. Meetings shall be scheduled during the school day, unless otherwise mutually agreed and shall be of a reasonable length to discuss areas of concern.

## ARTICLE VIII EVALUATION

### A. Right to Full Knowledge

The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his supervisors affecting his continuous employment. Further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

### B. Frequency of Review

Therefore, the Superintendent shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenured administrator consistent with the law.

Tenured administrators shall receive at least one (1) written evaluation per year.

### C. Evaluation Procedures

1. Any evaluative statements that could, in the administrator's judgment, affect his employment status shall be made in writing and presented to the administrator. He shall have the right to discuss such evaluative material with his supervisor and respond in writing before it is placed in his personnel file.

### 2. Right of Administrator to Respond

A conference shall be arranged upon request between the evaluator and the administrator as soon as possible after receipt of the written evaluation by the administrator. At such time, the administrator is entitled to have his response to the evaluation heard and appended to the evaluation report.

### 3. Notice of Contract Renewal

Each non-tenured administrator shall receive written notice, prior to April 30 of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

4. When any complaint, regarding an administrator, is made to any member of the administration which may be used in any manner in evaluating an administrator he shall be promptly notified and made fully aware of the contents of that complaint. The administrator 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 any meetings or conferences regarding such complaint.

## ARTICLE IX

### ADMINISTRATIVE VACANCIES

#### A. Notice

A notice of vacancy in an administrative position shall be posted in each Board of Education building and a copy shall be sent to the Association ten (10) work days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, its duties and the rate of compensation. It is understood that the qualifications for any such position shall not be changed while applications therefore are pending.

All applicants within the District shall be interviewed within a reasonable period of time.

#### B. Timing for Decision

The Association will be notified of the identity of the person selected for the position within sixty (60) calendar days of the last day for the filing of applications, or if the position has not been filled within that period, of the reason for the delay, but in the event of a vacancy over ninety (90) days, the Board shall pay additional compensation consistent with the additional assignment schedule contained herein to the immediate supervisor responsible for carrying out the responsibilities of the vacant position, but in no event shall the position remain vacant longer than one (1) school year.

## ARTICLE X

### TRANSFER OF PERSONNEL

A. Administrators shall be required to accept a transfer when done in accordance with the following procedure:

#### B. Involuntary Transfer Procedure

In the event of involuntary transfers, the candidate(s) shall be notified of the anticipated transfer designating the location of the new assignment and a conference shall be held between the candidate(s) and the Superintendent (with proper notice, consistent with this Agreement) prior to April 30. C. In the event of an emergency the Board has the right to involuntarily transfer an administrator for just cause.

#### D. Procedure for Processing Transfer Requests

1. The request for transfer shall be submitted to the Superintendent for endorsement.  
2. The Superintendent shall acknowledge receipt of the request and schedule an interview with the transfer candidate as soon as possible.  
3. The Superintendent shall inform the transfer candidate of the final decision in writing within one (1) calendar month prior to assignment.

#### E. Implementation

1. To implement the foregoing, known vacancies will be advertised within ten (10) work days from the date they become official by Board action.  
2. When two or more administrators from within the district



apply for the same vacancy, and the qualifications are equal, seniority as an administrator in the Trenton School District will be considered. Seniority for the purpose of this paragraph shall be calculated from the first day of employment in that position.

3. When qualifications are equal, applicants from within the District shall receive preference.

## ARTICLE XI SCHOOL SIZE

### A. Overcrowded Schools

The Board of Education and the Association recognize that overcrowded schools are detrimental to the educational process.

### B. Overcrowded Conditions

The Association's Liaison Committee may make recommendations to the Superintendent concerning the capacity limit per school, and the available facilities involved.

### C. Board Resolution

In the event of overcrowding or other critical conditions, the administrator shall notify the immediate supervisor who shall subsequently notify the Superintendent of Schools.

## ARTICLE XII

### CURRICULUM DETERMINATION

#### A. Initiating Proposals

Proposals for curriculum change can be initiated by administrators at any level of responsibility.

#### B. Appeal to Superintendent

If a disagreement between the people initiating a proposal and an administrator cannot be resolved, the organization can appeal to the Superintendent.

#### C. Appeal to Board

If then not resolved, the Association shall have the right to appeal to the Board of Education for a final decision.

## ARTICLE XIII

### PROTECTION OF ADMINISTRATORS

#### AND PROPERTY

#### A. Unsafe and Hazardous Conditions

Every effort shall be made to provide safe and unharious conditions concerning administrators and the performance of their duties.

#### B. Procedures for Hazardous Conditions

In the event an emergency situation arises, that is not covered by the written policy or emergency procedure, the building administrator in the absence of the Superintendent's direction shall have the authority to make whatever decision

he deems necessary for the safety and welfare of the students.

Any long-term disorder or disruption will require a meeting of the Superintendent, the Association, and Board of Education to develop a mutually acceptable program to cover the situation.

#### C. Assault

##### 1. Legal Assistance

The Board shall give full support including legal and other assistance for any assault upon the administrator while acting in the discharge of his duties.

Whenever an administrator is absent from school as a result of personal injury, caused by an assault arising out of and in the course of his employment, compensable under the New Jersey workmen's compensation laws, he shall be paid his 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. 18:13-23.8. Salary payments allowable under this section with reference to such injury shall be made for absence during the waiting period for which not temporary disability compensation is allowed under New Jersey workmen's compensation laws, and during but not beyond the period for which the administrator is entitled to receive for such injury a temporary disability benefit under the said workmen's compensation laws. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workmen'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 administrator examined by a physician designated by the Board for the purpose of establishing the length of time during which the administrator is temporarily disabled from performing his duties; and, in the event, that there is no adjudication in the appropriate workmen'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.

2. The Board shall be liable and shall reimburse administrators for any personal property loss during the regular work day, while in the performance of their duties except that the Board shall not be responsible for automobiles or negligence on the part of the administrator.

3. Reimbursement for Personal Property Damage

The Board shall reimburse administrators for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an

administrator while the administrator was acting in the discharge of his duties within the scope of his employment.

**D. Seniority and Job Security**

**1.** Any reduction in administrative staff shall only be accomplished in accordance with the following procedure:

The employee(s) affected by such a reduction shall have seniority rights over the most junior employee within their current category of employment (as listed in the salary guide), and those employee(s) thus affected shall retain the same rights in replacing the most junior employee(s) in their categories before reverting to the next lower category to exercise seniority rights, but in no case shall an affected employee(s) reduction be any more than one (1) salary column at a time as established on the salary guide.

**2.** All non-tenured affected employee(s) shall retain their current salary until such time as their current salary appears within \$50.00 of the next higher step of the new column.

**ARTICLE XIV  
ASSOCIATION DUES**

**A. Dues Deductions**

The Board agrees to deduct from the salaries of its administrators dues for any one or combination of associations as said administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-159e) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.

Each of the associations 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.

**B. Agency Fee**

That an agency fee provision with usual "safeguards" in accordance with N.J.S.A. 34:13A-5.5 et seq., shall be instituted at the 85% fee arrangement.

**C. Tax Sheltered Annuity**

An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of N.J.S.A. 18A:66-127 et seq., and the terms of a group contract approved by the Board.

**D. Summer Pay Plan**

Each administrator may individually elect to have deductions made from his or her pay for the purpose of a summer pay plan.

**ARTICLE XV  
MISCELLANEOUS**

**A.** Before the Board adopts a change in the policy manual which affects administrators' terms or conditions of employment, the Board shall notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate with the Board over such proposed change.

**B. Use of Automobile**

All members of the Association shall be reimbursed for the use of their personal vehicle on Board related business at the rate per mile consistent with Board policy.

**C. Job Description**

Each administrator shall have a job description.

**ARTICLE XVI  
PROCEDURE FOR ESTABLISHMENT OF  
ADDITIONAL ADMINISTRATIVE POSITIONS**

**A.** Upon the request of an administrator to his immediate supervisor, the Superintendent shall select a committee to make an appraisal of the situation.

**B.** No person shall be employed for an administrative position unless he possesses the qualifications demanded by the required specifications.

**ARTICLE XVII  
LEAVE POLICIES**

**A. Sick Leave**

**1.** Effective July 1, 1985, administrators shall be allowed fifteen (15) days for 10 month employees and eighteen (18) days for twelve month employees. The unused portion of such leave at the end of any year, up to a maximum of fifteen (15) days, shall be cumulative.

**2.** It is understood by the parties that all accumulated sick leave as of June 30, 1989, shall be continued and only reduced by individual use according to established practice.

**3.** Additional sick leave benefits shall be considered by the Board on a per case basis and, if approved, shall be granted according to the following schedule. Approval shall not be arbitrarily denied.

Years of Service	Number of Additional Days
3 to 6	15
6 to 11	20
11 to 16	25
16 to 21	30
21 to 26	35
26 to 31	40
31 to 36	45
36 to 41	50
after 41	55

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

5. Administrators shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

**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 any other relative living in the same household.

**C. Death in Family**

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

**D. Death of Others**

With the approval of the Superintendent, an employee shall be allowed an absence of one day with no loss of pay for the death of others.

**E. Personal Business or Religious Holidays**

Three (3) days per year for ten (10) month employees and four (4) days per year for twelve (12) month employees shall be allowed for either personal business or religious holidays. Personal business days shall be approved in advance by the Superintendent.

**F. Marriage of Employee or In Immediate Family**

One (1) day shall be allowed with no loss of pay.

**G. Other Emergency or Urgent Reason**

With the approval of the Superintendent, absence for other emergency or urgent reasons may be allowed.

**H. Court Order**

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

**I. Jury Duty**

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

**J. Inter-School Visitations, Conferences, Conventions**

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

**K. School Holiday**

An administrator may be absent on days immediately preceding or following a school holiday with the permission of the Superintendent. Request for such absence shall be filed with the Superintendent no later than three (3) days before the beginning of a holiday. Rules regulating absence due to personal illness, death in the immediate family, court orders or jury duty shall not affect such absence.

**L. Furlough**

A furlough with loss of pay, may be granted by the Board of Education for a definite period.

**M. Sabbatical Leave**

For the purpose of study and observation, an administrator 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 full pay for 1/2 year, or 1/2 pay for a full year. Time granted for study and observation leave shall be counted for salary guide programs.

**I. Study and Observation**

A committee, consisting of one Board member, the Superintendent or his designee, and one member appointed by the Association shall receive and review all sabbatical applications and will make recommendations to the Board of Education.

**2. Rest or Travel**

For the purpose of rest or travel an administrator who has twenty (20) 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 for travel shall be at the rate of half pay, with compensation at the rate of \$3,000 a year for rest.

**3. Return from Leave**

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

**N. Maternity Leave - Child Rearing**

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

1. Any pregnant administrator 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 (7) month of pregnancy, the administrator's personal physician shall issue a certificate stating that the administrator 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 administrator adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant.

3. The administrator requesting such leave as stated above shall indicate a tentative return-to-work 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.

#### **O. Exchange Administrator - Study Grant Leave**

An administrator on leave for study and working as an exchange administrator 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 would have been placed if he 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.

#### **P. 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 administrator's immediate family, consistent with established Board policy, after the administrator has submitted satisfactory proof to the Superintendent that such leave is necessary.

#### **Q. Military Leave**

Military Leave without pay shall be granted to any administrator 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.

#### **R. Return from Leave**

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

2. All benefits to which an administrator was entitled at the time his leave of absence commenced, including unused ac-

cumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return from leave.

#### **S. Retirement Benefits**

The Board shall reimburse each administrator upon his retirement on or before the effective date of retirement or his beneficiary upon his death, one (1) full day's pay for each three (3) days of accumulated sick leave credited to them as of July 1 of the year in which they retire.

### **ARTICLE XVIII**

#### **PROFESSIONAL DEVELOPMENT**

##### **A. Professional Dues**

1. The Board of Education recognizes the value of professional organizations and agrees to pay the dues for administrators who join professional organizations appropriate to their positions.

The approval of the Superintendent shall be secured in advance pending final approval by the Board of Education.

2. The Board shall pay membership dues to the New Jersey Principals and Supervisors Association on behalf of all unit members upon receipt of annual notice from the Association.

##### **B. Reimbursement of Tuition, Fees and Books**

###### **1. Reimbursement**

The Board of Education shall reimburse administrators for tuition and other reasonable costs for college/university courses, and specialized training courses or seminars conducted by a company or organization that is related to the administrator's position and responsibilities with the district, up to \$500.00 per year, effective July 1, 1985.

###### **2. Time Limit for Reimbursement**

Reimbursement shall follow within thirty (30) days of submission.

### **ARTICLE XIX**

#### **ADMINISTRATIVE WORKLOAD AND ASSIGNMENTS**

##### **A. Work Day**

The work day for all administrators shall be consistent with established Board policy.

##### **B. Assignments**

All assignments shall be in agreement with the general job description of each employment category.

### **ARTICLE XX**

#### **MANAGEMENT RIGHTS CLAUSE**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct

employees of the school district; (h) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge, or take other disciplinary action against employees; (i) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

**ARTICLE XXI**

**DURATION**

This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992, subject to the Association's right to negotiate in accordance with Chapter 303 Public Law of New Jersey 1988, and as provided in Article II herein.

This Agreement shall not be extended orally. This contract has been duly ratified by the Association and approved by the Trenton Board of Education.

**TRENTON ADMINISTRATORS AND SUPERVISORS ASSOCIATION  
SALARY GUIDE — SCHEDULE A 1989-90**

Step	Asst. Principal Coordinator 10 Month	Asst. Purchasing Agent/Operations Asst. Purchasing Agent Stock Inventory Control	Coordinator	Supervisor Asst. Secretary Chief of Security Asst. Mgr. Safety/Loss Ctrl And Custodians	Vice-Principal	Elementary Principal	Junior High Principal	Director	High School Principal
1	38,660	40,417	42,201	43,905	45,689	47,419	49,203	50,934	56,205
2	39,698	41,482	43,186	44,996	46,727	48,511	50,268	51,972	57,270
3	40,763	42,520	44,251	46,008	47,765	49,523	51,306	53,037	58,335
4	41,934	43,665	45,449	47,180	48,937	50,667	52,371	54,182	59,454
5	43,053	44,783	46,567	48,298	50,082	51,839	53,596	55,327	60,732
6	44,198	45,955	47,685	49,469	51,227	52,984	54,714	56,498	61,770
7	45,449	47,180	48,963	50,667	52,318	54,182	55,966	57,723	62,995
8	46,647	48,431	50,162	51,919	53,703	55,460	57,217	58,921	64,193
9	47,872	49,656	51,386	53,170	54,901	56,658	58,415	60,199	65,418
10	49,203	50,934	52,718	54,448	56,205	57,989	59,747	61,530	66,749
11	50,508	52,265	54,049	55,753	57,537	59,321	61,051	62,782	68,054
12	52,839	54,596	56,380	58,057	59,841	61,625	63,329	65,113	70,358

**LONGEVITY**

Longevity (experience in Trenton plus credited experiences outside of Trenton):

- 20 years \$600 additional
- 25 years \$600 additional
- 30 years \$800 additional
- 35 years \$600 additional
- 40 years \$600 additional
- 45 years \$600 additional
- 50 years \$600 additional

which will also be reflected in the maximum.

**TRENTON ADMINISTRATORS AND SUPERVISORS ASSOCIATION  
SALARY GUIDE — SCHEDULE B 1990-91**

Step	Asst. Principal Coordinator 10 Month	Asst. Purchasing Agent/Operations Asst. Purchasing Agent Stock Inventory Control	Coordinator	Supervisor Asst. Secretary Chief of Security Asst. Mgr. Safety/Loss Ctrl And Custodians	Vice-Principal	Elementary Principal	Junior High Principal	Director	High School Principal
1	41,366	43,246	45,155	46,978	48,887	50,738	52,647	54,499	60,140
2	42,477	44,385	46,209	48,146	49,998	51,907	53,787	55,610	61,279
3	43,616	45,497	47,348	49,229	51,109	52,989	54,898	56,750	62,419
4	44,870	46,722	48,630	50,482	52,362	54,214	56,037	57,975	63,615
5	46,066	47,918	49,827	51,679	53,587	55,468	57,348	59,200	64,983
6	47,291	49,172	51,023	52,932	54,812	56,693	58,544	60,453	66,094
7	48,630	50,482	52,391	54,214	55,980	57,975	59,883	61,764	67,404
8	49,912	51,821	53,673	55,553	57,462	59,342	61,222	63,046	68,686
9	51,223	53,132	54,983	56,892	58,744	60,624	62,504	64,413	69,997
10	52,647	54,499	56,408	58,259	60,140	62,048	63,929	65,838	71,421
11	54,043	55,923	57,832	59,655	61,564	63,473	65,325	67,176	72,817
12	56,538	58,418	60,327	62,121	64,030	65,939	67,762	69,671	75,283

**LONGEVITY**

Longevity (experience in Trenton plus credited experi-  
ences outside of Trenton):

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  - 25 years \$600 additional
  - 30 years \$800 additional
  - 35 years \$600 additional
  - 40 years \$600 additional
  - 45 years \$600 additional
  - 50 years \$600 additional
- which will also be reflected in the maximum.

**TRENTON ADMINISTRATORS AND SUPERVISORS ASSOCIATION  
SALARY GUIDE — SCHEDULE C 1991-92**

Step	Asst. Principal Coordinator 10 Month	Asst. Purchasing Agent/Operations Asst. Purchasing Agent Stock Inventory Control	Coordinator	Supervisor Asst. Secretary Chief of Security Asst. Mgr. Safety/Loss Ctrl And Custodians	Vice-Principal	Elementary Principal	Junior High Principal	Director	High School Principal
1	44,261	46,273	48,315	50,266	52,309	54,290	56,333	58,314	64,350
2	45,450	47,492	49,443	51,516	53,498	55,540	57,552	59,503	65,569
3	46,669	48,681	50,663	52,675	54,686	56,698	58,741	60,722	66,788
4	48,011	49,997	52,034	54,016	56,028	58,009	59,960	62,033	68,068
5	49,291	51,272	53,315	55,296	57,338	59,350	61,362	63,344	69,532
6	50,602	52,614	54,595	56,637	58,649	60,661	62,642	64,685	70,720
7	52,034	54,016	56,058	58,009	59,899	62,033	64,075	66,087	72,123
8	53,406	55,449	57,430	59,442	61,484	63,496	65,508	67,459	73,494
9	54,808	56,851	58,832	60,874	62,856	64,868	66,880	68,922	74,897
10	56,333	58,314	60,356	62,338	64,350	66,392	68,404	70,446	76,421
11	57,826	59,838	61,880	63,831	65,874	67,916	69,897	71,879	77,914
12	60,495	62,507	64,549	66,470	68,512	70,555	72,506	74,548	80,553

**LONGEVITY**

Longevity (experience in Trenton plus credited experi-  
ences outside of Trenton):

- 20 years \$600 additional
  - 25 years \$600 additional
  - 30 years \$800 additional
  - 35 years \$600 additional
  - 40 years \$600 additional
  - 45 years \$600 additional
  - 50 years \$600 additional
- which will also be reflected in the maximum.

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