

**AGREEMENT**

**BETWEEN THE**

**TRENTON NEW JERSEY, BOARD OF  
EDUCATION**

**AND THE**

**TRENTON PARAPROFESSIONALS  
ASSOCIATION  
("TPA")**

**REPRESENTED BY THE**

**NEW JERSEY EDUCATION ASSOCIATION  
("NJEA")**

**SEPTEMBER 1, 2004 - AUGUST 31, 2007**

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**AGREEMENT**

**AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between:**

**TRENTON, NEW JERSEY BOARD OF EDUCATION  
(hereinafter referred to as the "Board")**

**-and its-**

**TRENTON PARAPROFESSIONAL ASSOCIATION, represented by the New  
Jersey Education Association "NJEA"  
(hereinafter referred to as the "UNION").**

**ARTICLE I - PURPOSE**

It is the intent and purpose of the parties hereto to set forth in this Agreement rates of pay, hours of work, and conditions of employment, to be observed by the parties, and to secure a closer and more harmonious relationship.

**ARTICLE II - RECOGNITION**

The Board recognizes the Union as the exclusive bargaining agent for all Teacher's Aides, Community Agents, Reading Aides, Medical Aides, Social Work Aides, Math Aides, Learning Disability Aides, Video-Tape Operators, Bus Aides, Parent Liaisons (salaried) (hereinafter referred to as Paraprofessionals) including all covered employees on approved leave of absences for the purpose of collective negotiations with respect to wages, rates of pay, hours of employment, and other conditions of employment.

**ARTICLE III - ASSOCIATION DUES**

A. The Board agrees to deduct from the salaries of its employees, dues for the Education Association, the Mercer County Education Association, and the New Jersey Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted directly to New Jersey Education Association by the 15<sup>th</sup> of each month following the monthly pay period on which deductions were made. NJEA shall disburse such monies to the appropriate association/associations.

**B.** Each of the Associations named above shall certify to the Board in writing, prior to August 1<sup>st</sup>, the current rate of membership dues.

**C.** A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Business Administrator during the month following the filing of such card with the Board.

**D.** Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Business Administrator. The Filing notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

#### Agency Shop

**E.** The Board agrees to deduct the fair share fee from earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative in compliance with Chapter 477, Public Law 1979.

**F.** The deduction shall commence for each employee who elects not to become a member of the Association of the amount of the fair share assessment.

**G.** The fair share fee for services rendered by the Association shall be eighty-five (85%) percent of the regular membership dues, fees, and assessment.

**H.** The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

The Association shall indemnify, defend and save the Board harmless against any and all claims demand suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or by the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such.

## ARTICLE IV - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Union agrees that supervision, management and control of the Board's operations are exclusively the function of the Board and that the Board has the exclusive prerogative and right to make such reasonable rules and regulations as it considers necessary or advisable for the orderly and efficient conduct of its operations.

Further, it is the exclusive prerogative of the Board from time to time to modify, change or add to such rules and regulations; to select and assign all executives, staff, and supervisory personnel; to determine all qualifications of new employees, and the methods by which such qualifications are to be determined; to assign Union members as the Board shall in its exclusive judgment determine proper; to fix all or any assignments as to wages and hours, which need not be uniform.

Subject always to the right of the Union to bargain collectively with the Board with respect to salary guides, grievances, and other terms and conditions of employment, the exercise by the Board of any one or more of its exclusive prerogatives, as set forth above, shall not at any time be subject to collective bargaining, or to review pursuant to the grievance and arbitration procedure provided in this Agreement.

## ARTICLE V - STRIKES AND LOCKOUTS

A. During the Term of this Agreement there shall be no strike, stoppage, refusal to work, sit-down, picketing, boycott or any other interference with or interruption of the normal conduct of the Board's operations by the Union or its member, nor shall there be any lockout by the Board.

## ARTICLE VI - PROBATIONARY PERIOD

A. An employee hired on or after the effective date of this Agreement shall be considered probationary for **ninety (90) days** from date of hire. At the completion of his/her probationary period, the employee's seniority shall be computed back to his/her original date of hire.

B. During the probationary period an employee may be discharged or disciplined for just cause by the Board without recourse by the Union.

C. The Board and the Union, by mutual consent, may **only** extend **one time** in any given case, the probationary period, which in no event shall exceed thirty (30) additional calendar days.

D. Probationary employees shall be allowed all rights under the terms and conditions of this Agreement, except as set forth above. All probationary employees will start at minimum salaries or beginning salaries.

## ARTICLE VII - NOTICE OF DISCHARGE

- A. Employees shall be discharged only for just cause.
- B. The Union **President** shall be notified in writing of all discharges, together with the reason at the time of such discharge.
- C. If the Union claims that a discharge is improper, it must file a written compliant with the **Department of Human Resources** within five (5) working days after receipt of notice of such discharge.
- D. Any disputes with respect thereto shall be taken up in accordance with the Grievance and Arbitration procedure hereinafter set forth.
- E. If any discharge is found to be **without just cause** or discriminatory, the employee shall be reinstated with full seniority rights and retroactive pay for all time lost, unless the parties agree or the Arbitrator rules otherwise.
- F. In the event of any suspension or other matters involving retroactive pay, the procedures shall be the same as above.

## ARTICLE VIII - WORKING CONDITIONS

- A. Paraprofessionals shall indicate their presence for duty **in accordance with District Operational Procedures**.
- B. The regular school day for Paraprofessionals including arrival and departure shall consist of no more than seven (7) hours, which shall include a **duty free** lunch period.

### C. **Active Rate**

Paraprofessionals shall be compensated at an hourly rate of:

<b>2004-05</b>	-	<b>\$22.00 (effective 9/1/04)</b>
<b>2005-06</b>	-	<b>\$24.00</b>
<b>2006-07</b>	-	<b>\$26.00</b>

for before and after school activities involving direct supervision of student clubs, homework, tutoring, aftercare and breakfast programs, athletic activities (**paraprofessionals with substitute certification may apply for any coaching position that they are qualified for and receive the stipend that is posted for that position**) and special events, and the like and for professional development activities where the paraprofessional is conducting or co-conducting the session.

### **Passive Rate**

Paraprofessionals participating in before and after school hours and weekends, professional development activities, (e.g. required workshops, required meetings as a selective member of a whole school reform team and the like) shall be compensated at an hourly rate of:

<b>2004-05</b>	-	<b>\$17.00 (effective 9/1/04)</b>
<b>2005-06</b>	-	<b>\$19.00</b>
<b>2006-07</b>	-	<b>\$21.00</b>

**Compensation for field trips, which extend the normal work day shall be paid at the rate of \$50.00 per day. Field trips on non-traditional work days such as Saturdays, holidays or days when the school calendar indicates "No School" paraprofessionals shall be paid at the rate of \$125.00 per day. Compensation for overnight field trips shall be paid at the rate of \$225.00 per night.**

D. Paraprofessionals may be used to supervise students **in accordance with state statute and administrative code.** They shall not be required to accept responsibility for the primary instruction of students.

E. Paraprofessionals may be required to attend **(1) one** parent-teacher conferences scheduled during the evening hours during the fall semester and **one (1)** during the spring semester. Paraprofessionals may be required to attend Back-to-School Night and Open House sessions that are held during the school year.

F. The President of the paraprofessional unit shall be provided appropriate release time on an as needed basis to represent membership issues.

G. Provision shall be made in each work area for paraprofessionals to safely lock personal items.

H. Paraprofessionals will have an opportunity to attend two (2) planning sessions per week, which corresponds to the teacher's schedule or prep, mutually agreed upon, by the teacher and the paraprofessional, based upon the teacher's plan book. Planning sessions are meetings regarding educational programs or school activities. **When paraprofessionals are reassigned from a planning period, they shall be compensated \$20.00 for each missed planning period, effective September 1, 2005.**

I. Paraprofessionals shall not be assigned to lunch duty. Exceptions to this shall include exceptional circumstances, and special events.

## ARTICLE IX - SALARIES & LONGEVITY

A. The Salary Guides attached hereto and made a part hereof shall be in effect as of September 1, **2004** to August 31, **2007 with a two year wage re-opener.**

B. Paraprofessionals shall receive their letter of intent and salary status for the successive year no later than May 15.

C. In determining the step of each new hire, if regular work has been performed prior to December 1 in any year the employee shall have credit as if he/she had worked the full year. If an employee is employed subsequent to December 1 in any one year, the work performed until June 30 of that year shall not count toward qualifying the employee to the next step on the salary guide. This section shall not apply to employees recalled to work after a lay off. Recalled employees shall move on the guide regardless of whether the recall occurs before or after December 1 in any year.

- D. LONGEVITY SCHEDULE - Longevity (experience in Trenton **only**)
- |                         |                         |
|-------------------------|-------------------------|
| <b>20 Years - \$800</b> | <b>35 Years - \$650</b> |
| <b>25 Years - \$800</b> | <b>40 Years - \$650</b> |
| <b>30 Years - \$850</b> |                         |

E. Hourly rates for all paraprofessionals who work beyond the contractual year or day shall be uniformly compensated in accordance with Article VIII, Working Conditions, Paragraph C as it relates to the Active and Passive rates.

- F. New hires **can be placed up to step 5 on the guide.**

**Any paraprofessional who holds a Bachelor of Science or Bachelor of Arts Degree in education with a 2.75 GPA shall receive a stipend of \$1,500 effective September 1, 2005.**

G. Paraprofessionals working one-on-one on special assignments with students with special medical needs or personal hygiene needs will receive an additional stipend of **\$1,200** per year **with an additional \$300 if absences do not exceed 10 days per year** for those assignments.

H. Those paraprofessionals **assisting day-to-day substitute teachers in a classroom will receive \$30** a day. Those paraprofessionals with substitute certificates who are **providing instruction in a class in the absence of the classroom teacher or substitute teacher**, are to be paid an additional **\$50** a day. **Paraprofessionals assigned to a classroom with a long term substitute teacher shall not be paid.**

I. The Board will pay for the initial substitute teacher application, with the understanding that the initial substitute certification is good for three years. After three years the employee is responsible for the cost.

- J. Paraprofessionals may elect to be paid over a twelve (12) month period.

K. Paraprofessionals may individually elect to use direct deposit of their paychecks. N.J.S.A. 18A:29-3, N.J.A.C. 6:20-2A.9.

L. 1. Equal paychecks shall be issued and delivered to members on the 15<sup>th</sup> and last day of the month. When a paycheck falls on a School holiday or weekend, paychecks shall be issued on the previous workday.

In cases of financial hardship, once a year, a request form has to be filed in payroll, at least 5 business days prior to the day the check is required.

- The request cannot be for more than 75% of the net check.
- The amount of said request will be deducted in the next pay.
- The hardship check can only be issued between pays and cannot be added to a regular paycheck.

L. 2. **All stipends must be paid upon the issue of the final paycheck of the current school year provided documentation is given by May 30<sup>th</sup>.**

- M. **Hourly Rate for Bus Aides**

**Bus Aides shall be employed on an hourly rate basis. Their hourly rate shall be \$12.50 an hour.**

## ARTICLE X - GRIEVANCE PROCEDURE

### A. DEFINITION

A "grievance" shall mean a claim that there has been an alleged violation, misunderstanding, misinterpretation or misapplication of any term of this Agreement pertaining to wages, hours, benefits, or working conditions.

### B. STRUCTURE

The Paraprofessionals Grievance Committee shall consist of not more than five (5) Paraprofessionals elected by the Paraprofessionals' Union. They will be afforded such time off, with pay, as may be required:

1. To attend regularly scheduled grievance meetings with the Administration and/or the Board;
2. To attend meetings with the Administration and/or the Board pertaining to discharge or other urgent matters which cannot be reasonably delayed;
3. To visit schools for the purpose of transacting legitimate business of the Paraprofessionals' Grievance Committee, provided permission is first given by the employee's Principal, which permission shall not be unreasonably withheld.

### C. PROCEDURE

#### Filing a Grievance

If the written grievance is not filed in writing within thirty (30) calendar days after the Paraprofessional or the Association knew or should have known of the act or condition upon which the grievance is based, then the grievance shall be waived.

#### STEP 1 - Informal Attempt to Resolve Grievance

1. An individual Paraprofessional who has a grievance, shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally. If the grievant is the Association, the initial discussion shall be at Step 2, the Superintendent of Schools, or his designee.

2. If an individual Paraprofessional grievance is not resolved within **two (2) working days** of the discussion with his/her immediate supervisor, then the Paraprofessional may undertake to resolve the grievance through an informal discussion of same with the Assistant Superintendent for **Human Resources**, or his designee. If the grievance is not resolved within **three (3) working days** of its presentation to the Assistant Superintendent for **Human Resources**, or his designee, it shall be reduced to writing, signed by the aggrieved party and school representative, and filed with the Superintendent of Schools, or his designee.

#### STEP 2 - Superintendent of Schools or his Designee

The appeal to the Superintendent, or his designee, must be in writing and must explain the matter submitted to the immediate supervisor and the supervisor's decision and/or response. The Superintendent shall notify the grievant, and the Union, in writing, of his decision within **ten (10) working days**.

#### STEP 3 - Board of Education

In the event the grievance is not resolved to the grievant's satisfaction at Step 2, he/she may request a review by the Board within five (5) working days after the receipt of the Superintendent's decision. The Board, or **Public Employee Relation (PER)** Committee thereof, or its designee, shall review the grievance and may, at the sole option of the **Committee**, hold a hearing with the grievant. The **PER Committee** shall render a decision in writing within thirty (30) calendar days from the receipt of the grievance.

#### STEP 4 - Arbitration

(1) If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, he/she may, within ten (10) working days after the receipt of the Board's decision, submit the matter to arbitration. Written notices of intention to proceed to arbitration shall be given to the Board through the Superintendent, and/or his designee.

(2) The parties agree to adhere to the rules of the **New Jersey Public Employment Relations Commission (PERC)** in the initiation and conduction of the Arbitration.

(3) The Opinion and Award of the Arbitrator shall be final and binding.

#### D. COSTS

The costs for the services of an arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

#### E. GRIEVANT'S RIGHTS

No reprisal of any kind shall be taken by the Board, or any member of the Administration, against any grievant, any party in interest, any school representative, any member of the Paraprofessional's Union, or any participant in the Grievance Procedure by reason of such participation.

## ARTICLE XI - SENIORITY

A. Seniority shall be defined as the employee's length of continuous service in the Paraprofessional Unit beginning with the date of hire.

B. Seniority shall cease upon **resignation**, discharge for cause, and failure to return to work when called within seven (7) calendar days by registered mail to the employee's last known address.

C. All layoffs and recalls shall be in accordance with seniority.

D. Employees shall be eligible for recall when on layoff for a period of up to two (2) or twenty-four (24) months for the date of layoff.

E. All Union Officers and School Representatives shall be deemed to have super seniority insofar as layoffs are concerned during the term of office to which they are elected. They will return to their regular standing on the seniority list upon termination of office.

F. **The Association shall receive a copy of the Board approved agenda.**

G. Seniority shall mean that the employee last hired shall be the first person to be laid off.

H. The Board will not hire new workers until all workers with seniority rights, who have been laid off, have been offered employment as provided above.

I. Layoffs shall be conducted as follows:

(a) The Board shall determine which positions are to be affected by a layoff;

(b) The Board shall give the Union and the employee(s) to be laid off written notice thereof thirty (30) calendar days prior to the layoff;

(c) The affected Paraprofessional(s) shall then displace the least senior Paraprofessional(s) in the Bargaining Unit.

J. Salaried Parent Liaisons who have not previously served as paraprofessionals, who are laid off due to funding do not have any bumping rights over Paraprofessionals. However, if there is a vacancy in a paraprofessional position, said salaried parent liaison can be moved into the vacant position **based upon seniority and qualifications of the position** and retain the same salary. **If a vacancy exists for a salaried Parent Liaison position, the Paraprofessional can move into that position.**

## ARTICLE XII - VACANCIES & PROMOTIONS

A. All vacancies shall be posted in every school, clearly setting forth a description of and the qualifications for the position, including the duties and the filing dates for application. The office of Human Resources will maintain a **current** list of vacancies.

B. When school is in session, such notices shall be posted as far in advance as practicable, originally 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.

C. Paraprofessionals who desire to apply for such vacancies shall submit their application(s) in writing to the **Department of** Human Resources within the time limit specified in the notice. All applications shall be acknowledged in writing by the **Department of** Human Resources. Employees who desire to transfer to another building to fill a vacancy may file a written statement of such desire to the **Department of** Human Resources. Such vacancies will be filled by district seniority.

D. All jobs shall be filled by qualified employees. In the transfer of employees, the Building Administrator or Director shall consider the continuity of programs, (i.e., Whole School Reform, Early Childhood, Special Services). Full-time employees shall be considered before part-time employees or employees outside the Bargaining Unit. **Paraprofessionals shall be notified of new assignments prior to June 10<sup>th</sup>, if possible.**

Seniority shall prevail in the event of multiple applicants whose qualifications are relatively equal.

Notice of involuntary transfer and reassignment shall be given to employees as soon as possible and except in cases of emergency, not later than ten (10) school days prior to date of transfer. Consideration will be given to district seniority by program (i.e., Early Childhood, Special Services, Whole School Reform) in effecting transfers.

When there is a reduction in programs or grants requiring paraprofessionals, prior to transferring an employee out of a building, every effort will be made to keep paraprofessionals at their present location.

Employees whose qualifications may be in dispute may avail themselves of the Grievance Procedure excluding binding arbitration.

The Union shall have the right to make recommendations to the Board in the filling of vacancies and promotions and the Board agrees to meet with the Union to hear and consider the Union's recommendations.

E. Those persons who are promoted from ten (10) month positions to a twelve (12) month position shall move to the step on the twelve (12) month guide as the employee had previously been placed on the ten (10) month guide.

**F. Opportunity will be given to any employee to apply for available positions in the district by posting notices in the district's school building. Notice of any vacancies shall be posted in each school/annex of each building used by the District at least ten (10) school days before the final date by which applications must be submitted. Any copy of said notice shall be mailed to the Association President at the time of posting.**

### ARTICLE XIII - LEAVE POLICIES

#### A. SICK LEAVE

1. Paraprofessionals shall be allowed fifteen (15) days leave because of personal illness per year. Twelve (12) month employees shall be allowed eighteen (18) days leave because of personal illness per year. The unused portion of such sick leave at the end of any year shall be cumulative, **but not more than fifteen (15) days of the unused portion of sick leave shall be cumulative in a given year.**

**1(a). The Trenton School District shall permit its employees to donate sick, 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 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 15<sup>th</sup> paraprofessionals 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 TPA and the Board.
2. Any paraprofessional with more than three years of service with 20 or more accumulated sick days shall be eligible for participation in the sick leave bank.
3. Each paraprofessional who joins the sick leave bank shall contribute two sick days from his/her accumulated sick leave. Once contributed the sick days shall not be returned.

Agree  
on  
7/14/05

1(b). 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 more day. Eligible employees not in the sick leave bank may also join at this time. Employees shall receive written notification prior to this enrollment period.

1(c). The use of days from the sick leave bank shall be closely regulated and use granted only after approval by a Committee composed of three (3) members of the TPA. TPA members of the committee shall be members in good standing of the Sick Bank. TPA members shall be approved by the TPA 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 bank shall be compensated at their regular daily rate of pay.

1(d). 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.

1(e). Employees shall be given a written accounting of accumulated sick days each school year.

1(f). 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).

2. In case of continued illness, the Board of Education may grant an additional leave under such circumstances and conditions as they determine.

3. Paraprofessionals returning to the Trenton Public Schools System from **sick** leave shall be entitled to previously accumulated unused sick leave.

4. Paraprofessionals shall be given a written accounting of accumulated sick leave days no later than **October 15th** of each school year.

5. The Board shall reimburse each Paraprofessional upon retirement, **disability retirement** or death after 20 years service to the District one (1) full day of pay for each three (3) days of accumulated unused sick leave credited to them as of July 1, of the year in which they retire, to an amount not to exceed fifteen thousand dollars (\$15,000).

**Any Paraprofessional hired prior to 9/1/90 upon retirement, disability retirement, or death after 20 years or more years of service to the district shall receive one (1) full day of pay for each three (3) days of accumulated unused sick leave. In the event of death the sums due shall be paid to the deceased Paraprofessional's estate or beneficiaries. Accumulated sick leave shall be paid to paraprofessionals who retire as follows:**

- \$5,000 or less.....lump sum payment**
- \$5,001 to \$10,000.....Two years (paid quarterly)**
- \$10,001 to \$15,000.....Three years (paid quarterly)**
- \$15,001 plus.....Four years (paid quarterly)**

**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.

**C. CARING FOR SICK MEMBER OF IMMEDIATE FAMILY**

A leave of absence, without pay, shall be granted for the purpose of caring for a sick member of the Paraprofessional's family **in accordance with Federal and State Law.**

**D. DEATH IN FAMILY/DEATH OF OTHERS**

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

**All employees shall be granted one funeral day per year to attend services of a close friend or relative not a member of the immediate household.**

**E. PERSONAL BUSINESS OR RELIGIOUS HOLIDAYS**

1. Three (3) days per year shall be allowed for either personal business or religious holidays. Personal business days shall be approved, in advance, by the Superintendent, or his designee.

2. Unused personal days shall be added as unused sick days in calculating reimbursement for retirement on a one for three basis as is presently provided.

In no case shall this clause be interpreted to allow accumulation of unused personal days from one year to the next **other than set forth herein.**

F. 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.

G. JURY DUTY

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

H. CHILDCARE LEAVE

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

2. Any pregnant Paraprofessional shall be entitled to continue working as long as she is physically able. At the beginning of the seventh (7) month of pregnancy, the Paraprofessional's personal physician shall issue a certificate stating that the Paraprofessional 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 for the maternity leave.

3. Any Paraprofessional adopting an infant child may receive similar leave which shall commence upon receiving custody of said infant.

4. The Paraprofessional requesting such leave as stated above shall indicate a tentative return-to-work date shall occur at least thirty (30) days prior to such return.

5. The Board may provide that returns from Leave of Absence may only be scheduled for the beginning of a school year or the beginning of a marking period.

6. After providing thirty (30) days of paid coverage, benefits shall not be continue to be provided at Board expense during any unpaid leave of absence.

I. LEAVE OF ABSENCE

1. An employee may, upon written request, be granted by the Board of Education a leave of absence, without pay, for a definite period not to exceed one (1) year.

2. Employees on unpaid leave of absence may apply for an extension of their leave, provided such extension does not extend the leave period beyond one (1) year limitation, by making written application at least (30) days prior to the expiration of their leave.

3. A Paraprofessional on an approved, unpaid sick leave shall continue to receive medical benefits pursuant to Article XV, and under the following conditions. The unpaid, approved sick leave shall not exceed twelve (12) months from the date the Paraprofessional actually commences the leave, even if the Board meets at a later date to approve the leave as a body. Verification for bona fide sick leave must be provided by the employee's physician.

J. MILITARY LEAVE

All military leave shall be dealt with in accordance with applicable Federal and/or State law.

K. SABBATICAL LEAVE

1. For the purpose of study and observation, a paraprofessional who has 7 or more years of service in the Trenton Schools, uninterrupted by resignation, may be granted a leave of absence by the Board of Education for a period of not more than one year. No more than five employees in a **school year** can receive a sabbatical leave. The leave can only be used for practice teaching, and only if a paraprofessional has 90 credits, and is enrolled in course work associated with a bachelor degree for a teaching position within the district. A paraprofessional shall receive half of his/her salary while on a sabbatical leave with full medical benefits. Employees on sabbatical leave are eligible for tuition reimbursement. Paraprofessionals with a bachelor's degree are eligible for tuition reimbursement, but not sabbatical.

2. Return from Sabbatical Leave

Upon return from a sabbatical leave, the employee must continue employment with the district for three years. If the employee does not stay for three years, that employee **must reimburse the district the salary paid him/her during the leave of absence, reimburse the district the cost of health/medical insurance coverage provided during the leave, and will forfeit his/her accrued sick leave. Full reimbursement must be made at or prior to the employee's departure from the district.**

L. LEAVE RETURN

**Paraprofessionals returning to the Trenton Public Schools from any leave authorized under this Article shall be entitled to previously accumulated unused sick leave.**

## **ARTICLE XIV - PROFESSIONAL DEVELOPMENT**

A. EDUCATIONAL CONFERENCES-WORKSHOPS AND CONVENTIONS

Paraprofessionals upon request and prior approval of the Principal or Director shall be granted an 1 day. Approval shall not be unreasonably denied. **Paraprofessionals shall be provided with professional development relevant to the paraprofessional's assigned position.**

B. TUITION REIMBURSEMENT

1. To encourage further educational pursuits, for the first 60 credits, members shall be reimbursed up to 12 credits, per year, at the current Mercer County Community College in-state rate. The remaining credits will be reimbursed up to 12 credits, per year, at the current in-state College of New Jersey rate.
2. Videotape and on-line courses shall be reimbursable up to 12 credits, per year, at the current in-state College of New Jersey rate.

3. Employees will be reimbursed for cost of courses, workshops or training program relating to opportunities for employment in District.

4. Tuition shall be paid prior to commencement of course, if required.

C. A committee comprised of representation of the Trenton Board of Education and the Trenton Paraprofessional Association shall be established to develop a procedure to assist unit members in obtaining degrees and teacher certification. The committee can make recommendations with no decision making authority. The Committee shall begin its work no later than 30 days after ratification of the contract by the Trenton Board of Education.

D. 10 hours of workshop/training is equal to one credit. Up to 30 credits can be earned by completing workshops and training sessions. Upon completion of the 300 workshop/training hours, or 30 college credits or a mixture of the two, column movement can be obtained. However, in order to receive column movement to the 60 credit column, those credits must all be college credits.

## ARTICLE XV - MEDICAL BENEFITS & RETIREMENT

A. Individual and family health insurance benefits as presently provided, hospitalization and major medical including depending coverage to age 25, or HMO coverage at benefit levels currently provided. At the Board's discretion, all unit members may be covered by the State Health Benefits Plan. The plan will include individual and family health insurance benefits substantially equal to those provided as of September 1, **2004**, including dependent coverage to age 23 and HMO coverage with \$5.00 co-pay.

**B. If the Board enters into the State Health Benefits plan during the term of this agreement**, dependents who will reach ages of 23-25 during the term of this agreement only, the Board will provide COBRA, at the Board's expense, or pay the college insurance rate at the Board's expense for these dependents. The employee shall have the choice to determine the coverage.

C. Effective September 1, 1986 family dental insurance, in accordance with the plan benefits provided under the September 1, 1984-August 31, 1987 Agreement. Individual dental insurance, in accordance with the plan benefits provided under the September 1, 1979-August 31 Agreement.

**D. Prescription Drug Plan, \$5.00 co-pay for brand name; \$3.00 co-pay for generic, \$0.00 co-pay for mail order maintenance programs, family, dependent to age 25.**

E. If the Board enters into the New Jersey State Health Benefits Plan during the term of this agreement, paraprofessionals shall be reimbursed the difference of the cost of the co-pays for prescription benefits from those currently paid. Reimbursement shall be made on a quarterly basis.

F. For any paraprofessional who retires at age 55 or older with twenty-five (25) years of service in the District, the Board shall pay the premium for individual coverage under the New Jersey Blue and 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.

This section shall not apply to those retirees who receive health benefits through the Public Employee Retirement System or other State pension system, as provided in recent amendments to the pension statutes including, but not limited to, Chapter 126 of the Public Laws of 1992.

G. At the retiree's cost a Paraprofessional who retires shall be allowed to remain as part of any group health plans provided.

H. The Board will administer a payroll deduction plan for retiree's dental program if requested by the union.

**I. If the Board enters into the State Health Benefits Plan during the term of this agreement**, employees receiving the waiver bonus as of **September 1, 2004**, shall continue to receive said bonus for the term of this contract.

J. The Board shall provide an optical plan. (12/24/24)

## ARTICLE XVI PARAPROFESSIONAL PERFORMANCE EVALUATION AND PERSONNEL FILES

A. Paraprofessional performance shall be regularly evaluated by members of the supervisory and administrative staff, authorized and competent to make such evaluations. When such evaluation involves visitation, it shall be done openly and with the knowledge of the employee being observed. Every written evaluation of the performance of any employee shall be signed by the individual who makes the evaluation.

B. Paraprofessionals shall be rated Satisfactory or Unsatisfactory. If rated unsatisfactory, it is the obligation of the supervisor to make specific recommendations for improvement and provide assistance to the Paraprofessional. After a reasonable time, the supervisor shall reevaluate the Paraprofessional. In the event of a strong difference of opinion, the Paraprofessional evaluated Unsatisfactory may request evaluation be made by another supervisor form within the system.

C. Monitoring or recording of the performance of the employee shall only occur with the knowledge of the employee.

D. Evaluations shall not be placed in the Paraprofessional's files unless the Paraprofessional has had the opportunity to read the material. The Paraprofessional shall acknowledge that he/**she** has read such material by affixing his/**her** signature on the copy to be filed. Such signature shall merely signify that he/**she** has read the material and is not construed that he/**she** agrees with its contents, and shall be given a copy of such evaluation.

E. Continuity of instruction and availability for work will be used as criteria in the evaluation of Paraprofessionals.

F. Any employee represented by the Union **shall** be given the opportunity to review the contents of all items in his/her personnel file by request in writing. Employees shall have the opportunity to include written rebuttal to any document in his/her file.

G. The Board agrees that contents of these personnel files are confidential.

## ARTICLE XVII - PROFESSIONAL PROTECTION

A. **In accordance with federal and state law**, the Board assumes responsibility for any assault of a Paraprofessional or his person while acting properly in the discharge of his/her duties or within the scope of his/her employment under the direction of the Board or its designee.

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

C. Paraprofessionals shall immediately report cases of assault suffered by them in connection with their employment to **the Building Administrator and the Assistant Superintendent of Student Services**.

D. This report shall be forwarded to the Board which shall comply with all reasonable requests from the Paraprofessional for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the Paraprofessional, the police and the courts.

E. If criminal or civil proceedings are brought against a Paraprofessional alleging that he/she committed an assault in connection with this employment, such Paraprofessional may request the board to furnish legal counsel to defend him/her in such proceeding. If the Board does not approve such counsel and the Paraprofessional prevails in the proceeding, then the Board shall reimburse the Paraprofessional for reasonable counsel fees at the Board Attorney's rate incurred by him/her in defending the proceedings.

F. Whenever a Paraprofessional is absent from school as a result of personal injury, caused by an assault arising out and in the course of his employment, compensable under the New Jersey Workers Compensation Laws, he/she shall **only** be paid full salary **as required by Law**. 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 allowable under New Jersey Workers Compensation Laws, and during but not beyond the period for which the Paraprofessional is entitled to receive for such injury a temporary disability benefit under the said Workers Compensation Laws. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers 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 Paraprofessional examined by a physician designated by the Board for the purpose of establishing the length of time during which the Paraprofessional is temporarily disabled from performing his duties;

and, in the event there is no adjudication in the appropriate Workers Compensation proceeding of the period of temporary disability, the opinion of the said physician as to the said period shall control.

## **ARTICLE XVIII - VACATIONS & HOLIDAYS**

A. Paraprofessionals who work as twelve (12) month employees annually, shall take their annual vacation between the close of school in June through the Friday preceding Labor Day, at times approved by their immediate supervisor. Exceptions due to seasonal necessities in school business must have the approval of the immediate supervisor.

B. The number of annual vacation days allowed to Paraprofessionals who work as twelve (12) month employees shall be based on the total number of years of employment with the Trenton Public School System. However, leave time granted by the Board of Education shall not be calculated in years of employment for vacation purposes.

C. Annual vacation allowance for Paraprofessionals who are twelve (12) month employees shall be made according to the following schedule:

<u>LENGTH OF EMPLOYMENT</u>	<u>NUMBER OF ANNUAL VACATION DAYS</u>
6 months to 1 year	6 days
1 year to 5 years	10 days
5 years to 15 years	15 days
Over 15 years	20 days

D. Paraprofessionals attaining their years of service during the months of June, July, and August shall be eligible for vacation days.

E. Each Paraprofessional shall be entitled to the specified holidays outlined on the approved school calendar.

F. If a holiday falls during a Paraprofessional's vacation period, the employee shall be entitled to an extra vacation day.

## **ARTICLE XIX - MISCELLANEOUS**

Whenever an employee during **his/her** working day is required to move from school to school he or she as the case may be shall, in accordance with the Board policy, be paid at the rate per mile consistent with Board policy for use of his or her car in so moving from school to school.

## **ARTICLE XX - DURATION**

This Agreement shall remain in full force and effect from September 1, **2004** through August 31, **2007**, and shall thereafter be continued in full force and effect unless notice of modifications or termination is given by registered mail by either party at least sixty (60) days before the expiration of this Agreement. Negotiations shall begin no later than fifteen (15) days after such notice.

BOARD OF EDUCATION OF  
THE CITY OF TRENTON

TRENTON PARAPROFESSIONALS ASSOCIATION

\_\_\_\_\_  
**PRESIDENT**  
ATTEST:

\_\_\_\_\_  
**PRESIDENT**  
ATTEST:

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**Ms. Lorraine Booker**

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**Ms. Yvonne Goolsby**

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**Ms. Eunice Perez**

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**Ms. Geraldine Jarmon**

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**Mr. Robert A. Lee, Jr.**

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**Mr. Mack M. Patterson**

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**Mr. Norman Francis**

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**Ms. Jocelyn Johnson**

**YEAR 1**  
**2004-05 Trenton Para (Mercer)**

**SALARY GUIDE**

<b>STEP</b>	<b>0 credits</b>	<b>30 credits</b>	<b>60 credits</b>	<b>90 credits</b>	<b>120 credits</b>
M	21,063	22,678	23,755	24,832	25,585
L	21,817	23,432	24,509	25,585	26,840
K	22,571	24,166	25,273	26,840	27,093
J	23,325	24,939	26,017	27,093	27,847
I	24,078	25,694	26,771	27,847	27,784
H	24,832	26,447	27,524	28,601	29,355
G	25,585	27,202	28,278	29,355	30,108
F	26,340	27,955	29,033	30,108	30,863
E	27,093	28,709	29,786	30,863	31,618
D	27,847	29,463	30,539	31,616	32,371
C	28,601	30,217	31,293	32,370	33,124
B	29,355	30,970	32,047	33,124	33,878
A	31,417	33,317	34,817	36,317	37,017

**YEAR 2**  
**2005-06 Trenton Para (Mercer)**

**SALARY GUIDE**

<b>STEP</b>	<b>0 credits</b>	<b>30 credits</b>	<b>60 credits</b>	<b>90 credits</b>	<b>120 credits</b>
M	21,953	23,568	24,645	25,722	26,475
L	22,707	24,322	25,399	26,475	27,230
K	23,461	25,076	26,153	27,230	27,983
J	24,215	25,829	26,907	27,983	28,737
I	24,968	26,584	27,661	28,737	29,491
H	25,722	27,337	28,414	29,491	30,245
G	26,475	28,092	29,168	30,245	30,998
F	27,230	28,092	29,923	30,898	31,753
E	27,983	29,599	30,676	31,753	32,506
D	28,737	30,353	30,539	32,506	33,261
C	29,491	31,107	32,183	33,260	34,014
B	30,355	31,970	33,047	34,124	34,878
A	32,417	34,317	35,817	37,317	38,017

**YEAR 3**

**2006-07**

**Trenton Para (Mercer)**

**SALARY GUIDE**

<b>STEP</b>	<b>0 credits</b>	<b>30 credits</b>	<b>60 credits</b>	<b>90 credits</b>	<b>120 credits</b>
<b>M</b>	22,946	24,561	25,538	26,715	27,468
<b>L</b>	23,700	25,315	26,392	27,468	28,223
<b>K</b>	24,454	26,069	27,146	28,223	28,976
<b>J</b>	25,208	26,822	27,900	28,976	29,730
<b>I</b>	25,961	27,577	28,854	29,730	30,484
<b>H</b>	26,715	28,330	29,407	30,484	31,238
<b>G</b>	27,468	29,085	30,161	31,238	31,991
<b>F</b>	28,223	29,838	30,916	31,991	32,746
<b>E</b>	28,976	30,592	31,669	32,746	33,499
<b>D</b>	29,730	31,346	32,422	33,499	34,254
<b>C</b>	30,484	32,100	33,176	34,253	35,007
<b>B</b>	31,355	32,970	34,047	35,124	35,678
<b>A</b>	33,417	35,317	36,817	38,317	39,017