

CONFIDENTIAL EMPLOYEES' TERMS OF EMPLOYMENT

The Trenton Board of Education recognizes that confidential *employees – administrators and secretaries* -- must be provided terms and conditions of employment that are detailed and competitive in order to recruit and retain highly qualified individuals.

CONFIDENTIAL EMPLOYEE

A confidential employee shall have the responsibilities and duties as defined by state law.

SALARY

For the 2008-2009 school year, Confidential employees' base salaries shall be increased by **2.5%** as recommended to the Board by the Superintendent.

For the 2009-2010 school year, Confidential employees' base salaries shall be increased by **2.5%** as recommended to the Board by the Superintendent.

For the 2010-2011 school year, Confidential employees' base salaries shall be increased by **2.5%** as recommended to the Board by the Superintendent.

ADVANCED DEGREE

~~{The Board encourages confidential administrators to continue their education at accredited colleges and universities (certified by the U.S. Department of Education at the time of conferral) and upon the attainment of a doctoral degree, the Board shall make a one-time payment of \$1500 upon conferral of the degree.}~~

INSURANCE

The Board shall pay the premiums for the following insurance coverages:

1. Individual and family coverage with the Horizon Blue Cross/Blue Shield of New Jersey Traditional Hospital/Medical Surgical Plan (including Rider J) with Unlimited Major Medical that covers 100% of eligible expenses when the sum of the \$100 annual deductible (\$200 per family deductible) and 20% coinsurance equals \$600 per individual or \$1200 per family unit or Horizon HMO with \$5 co-pay or Aetna US Healthcare HMO with a \$10 co-pay or PPO coverage with a \$10 co-pay. Unmarried dependent children are covered until the earlier of: the last day of the calendar in which the dependent child attains age of 25 or the last day of the month in which the child marries.

INSURANCE (continued)

2. Paid Prescription Drug Card/Mail Order Plan (including coverage for oral contraceptives) with a retail co-pay of \$7 generic brand co-pay; \$12 brand name, except maintenance drugs which are \$0 co-pay. Unmarried dependent children are covered until the earlier of: the last day of the calendar year in which the dependent child attains age 25 or the last day of the month in which the child marries.
3. Paid individual or family coverage for either a Horizon Blue Cross Dental Plan or coverage under Delta Services Organization (Easter Dental) with no deductible. Unmarried dependent children are covered until the earlier of: age 19 or the last day of the calendar month in which the dependent child attains age 25, if a full time student at an accredited college or technical school under Dental Services Organization, Inc. or the last day of the calendar month in which the child marries or the last day of the calendar year in which the dependent attains age 25 under Horizon Dental.
4. Paid Vision Care Plan based on participation in a medical plan:
 - a. Plan 1 – Traditional Medical/Surgical/Major Medical Plan
 - b. Plan 2 – PPO
5. Any confidential employee who retires shall be allowed to remain as part of the group plans provided by the Trenton Board of Education. That retiree shall be responsible for individual payments at the group rate except as provided herein. For any confidential employee who retires from employment in the district at the age of 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 Major Medical Services Plan (P.A.C.E.) with expenses in excess of \$2500 submitted to major medical at the rate of 100% until eligible for Medicare. Retired employees who are eligible for and elect at the time of retirement to take state-paid coverage under the State Health Benefits Program pursuant to paragraph (2) subsection b of section 7 of P.L. 1964 c.125 (C. 52:14-17.38) shall not be eligible for employer-paid coverage under this section.
6. If a confidential employee waives medical or prescription insurance, the confidential employee shall receive 50% of the medical and/or prescription premium of the lowest cost plan coverage. Any confidential employee who chooses the cash option must reapply each year. Proof of other coverage must be submitted with each request for the cash option.
- 7. *The Board may at any time change carriers, coverages or its contribution to the premium cost of any insurance benefit.***

WORK DAY/WEEK

The nature and requirements of the position of confidential administrators have the expectations that confidential administrators must perform functions as assigned by the superintendent or his designee. In addition, they are expected to be available for and to attend various meetings and conferences, including Board meetings, not only during their "regular" work day and work week, but before and after the same, without receiving additional compensation.

WORK DAY/WEEK (cont'd)

The regular work week of confidential secretaries shall consist of forty (40) hours, inclusive of a one hour lunch per day, **(8:00 am – 4:00 pm)**,. Overtime compensation at a rate of time and a half shall only be due for hours actually worked beyond eight (8) hours in any work week. Otherwise, overtime compensation shall be straight pay. All such overtime work must have the prior approval of the Superintendent ~~or his/her designated representative.~~

PROFESSIONALISM TOWARDS CONFIDENTIAL EMPLOYEES

Any criticism by the superintendent, **district administrator** or Board member must be made in confidence and not in public or in the presence of other administrators, parents, students or staff.

PERFORMANCE EVALUATION

The superintendent or designee shall provide each confidential employee with an annual written performance evaluation and assessment that directly relates to the confidential employee's job description and assigned duties.

The evaluation shall include for those confidential administrators who are required to submit a Professional Growth Plan (PGP) recommendations of areas detailed in the PGP and for those who do not have a PGP, areas mentioned in their respective Professional Improvement Plan (PIP).

All confidential employees, except those who are tenured, must receive written notice, prior to May 15th of each year, whether or not the superintendent intends to recommend a renewal of their contract for the following year.

CELLULAR TELEPHONE

The Board shall provide each confidential administrator with a cellular telephone or similar technology shall pay the monthly business charges.

LEAVES OF ABSENCE

1. HOLIDAYS

Confidential employees shall work all days consistent with the school calendar.

2. VACATION DAYS

Confidential employees shall be entitled to an annual vacation of twenty days per school year, to be scheduled with the approval of the superintendent. Unused vacation days up to a maximum of twenty (20) days may be carried over to the next succeeding school year only if the district needs require that the confidential employee is not able to take vacation and this is confirmed by the superintendent. Any days carried over must be taken no later than June 30th of the succeeding school year in which the vacation was originally scheduled to be taken or such unused vacation days will be lost. The daily rate of his/her current salary divided by 240 shall be used to determine the payment of the unused vacation days at the time district employment is concluded due to resignation, termination, retirement or death.

3. SICK LEAVE

Confidential employees shall be allowed ~~{fifteen (15)}~~ **twelve (12)** days per school year. The unused portion of such leave at the end of the year, up to a maximum of ~~{fifteen (15)}~~ **twelve (12)** days, shall be cumulative. Additional sick leave benefits may be considered by the Board on a case-by-case basis.

Any confidential employee who returns to the District within one (1) calendar years of leaving, previously accumulated unused sick leave days will be restored to number that was accumulated at the time of leaving the district.

Confidential Employees employed on or before July 1, 2008, after being employed a minimum of five (5) school years, upon a confidential employee's separation of employment from the district, he/she shall receive payment for accumulated sick days in the district at the rate of one (1) day's pay for three (3) days, up to a maximum payment of **\$15,000**. One (1) day's pay shall be calculated as 1/240th of the confidential employee's base pay. A confidential employee is not entitled to payment of unused sick days if he/she is terminated from the district.

In the event of death of the retiree after notice of intent to retire, but before the effective retirement date or receipt of the benefit, the benefit shall be paid to his/her estate or designated beneficiary.

4. ILLNESS IN IMMEDIATE FAMILY

Up to three (3) days per year may 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.

5. DEATH IN FAMILY

Up to five (5) days without loss of pay at the time of the death for (a) immediate family which shall mean spouse, child, parent, brother, sister or (b) any other relative living in the same household, at the time of death. All confidential employees shall be allowed two (2) sick days without loss of pay at the time of death for mother-in-law, father-in-law, and grandchild. Documentation of the death and relationship must be provided to the superintendent or his designee.

6. PERSONAL BUSINESS OR RELIGIOUS HOLIDAYS

Up to four (4) days per year shall be allowed for either personal business or religious holidays.

7. COURT ORDER

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

8. JURY DUTY

Confidential employees subpoenaed for jury duty shall receive full pay less the fee received for such service.

9. FURLOUGH

A furlough with no loss of pay may be granted by the Board of Education for a definite period of time.

10. SABBATICAL

For the purpose of study and observation **within your job responsibilities**, a confidential 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 ½ year or ½ pay for a full year.

- a. **Study and Observation** -- A committee composed of one (1) Board Member, the Superintendent or designee and one confidential administrator shall receive and review all sabbatical applications and will make recommendations to the Board.
- b. **Return from Leave** – A confidential administrator granted a sabbatical for study, observation, rest or travel shall be required to serve the Trenton School District for three (3) years immediately after the expiration of such leave. In the event it is impossible for the confidential administrator to return to the expiration of the leave, the confidential administrator shall reimburse the Board the amount paid the individual during the leave of absence. In addition, if the confidential administrator does not work in the Trenton School District for three (3) years immediately after the expiration of the leave, he/she shall reimburse the Board the amount received during the leave of absence. Such reimbursement is due within thirty (30) days of the last day of employment.

11. MATERNITY LEAVE

A confidential employee, upon request, shall be granted a leave of absence without pay for child rearing or adoption of a child for a period of not more than two (2) years.

Any pregnant confidential employee shall be entitled to continue working as long as she is physically able to do so, and to return to her duties when physically able. At the beginning of the seventh (7th) month of pregnancy, the confidential employee's personal physician shall issue a certificate stating that the confidential employee is physically able to continue her duties. Concurrence of the personal physician and the district physician may be required by the Board to establish the initial date of the maternity leave.

Any confidential employee adopting a child may receive similar leave which shall commence upon her/him receiving de facto custody of the enfant.

The confidential employee requesting the leave must indicate a tentative return-to-work on a leave request form and reconfirmation of such return-to-work date shall occur at least 30 days prior to such return.

12. CARING FOR SICK MEMBER OF THE IMMEDIATE FAMILY

A leave of absence, without pay for the purpose of caring for a sick member of the confidential employee's immediate family shall be consistent with the state and federal law.

13. MILITARY LEAVE

Military Leave without pay shall be granted to any confidential employee who is inducted or enlists in any branch of the armed forces of the United States for the period of time as requested on the military order form. Upon the presentation of orders from the military, the confidential employee may elect to receive either military pay or the per diem rate for his/her position, whichever is higher. If the military pay is elected, the employee may request a leave of absence without pay. If the military pay is not elected the confidential employee must request a leave of absence with pay. In no case shall the confidential employee be allowed to both per diem salary and military pay for leave purposes.

14. RETURN FROM LEAVE

Confidential employees who return from an authorized leave of absence shall be offered the same or similar position that they held at the time the leave commenced. All benefits which the confidential employee was entitled at the time of the leave of absence commenced, including unused accumulated sick days, shall be restored to him/her upon return from leave.

PROFESSIONAL DEVELOPMENT

Reimbursement or payment for attendance at professional development conferences, seminars, special trainings, and conventions must be related to the confidential employee's position, within the district's budget, and have prior approval by the superintendent. Reimbursement will be in accordance with Board policy. With prior approval by the superintendent, there will be no loss of pay or any time charged to the confidential employee.

There will be a tuition reimbursement \$25,000 cap for the entire group of confidential employees for accredited college/university courses **related to education and which** leads to furthering employment opportunities in the district and mutually agreed upon by the superintendent or his designee at a credit rate not to exceed the credit rate of Rutgers University. Reimbursement for tuition and fees shall be provided to the confidential employee within ninety (90) days of submission of transcript indicating grade of "B" or better for courses and the receipt for payment for the course(s). However, a confidential secretary is not eligible for tuition reimbursement for graduate level course.

A confidential administrator shall be required to serve the Trenton School District for two (2) years immediately following the receipt of reimbursement of an advanced certificate, completion of all required coursework for a doctoral degree (ABD) or doctoral degree for which the Board provided reimbursement. Failure to do so requires the confidential administrator to reimburse the district the tuition and fees paid.

PROFESSIONAL DUES

The Board shall pay for confidential administrator's individual professional membership dues and fees for special required licenses, professional educational organizations, and the cost of subscriptions to professional journals that are selected at the discretion of the confidential administrator and approved by the superintendent in an amount not to exceed \$3,000 per school year.

TRAVEL EXPENSES

The Board shall pay and/or reimburse confidential employees for travel, hotel, and sustenance expenses in accordance with Board policy, while they perform their duties in their positions.

LEGAL ASSISTANCE/PROFESIONAL LIABILITY

The Board shall defend, hold harmless, and indemnify confidential employees from any and all demands, claims, audits, actions, and legal proceedings brought against them in their individual capacity or in their official capacity as an agent and employee of the Board as permitted under New Jersey statute. This defense shall be at no cost to the confidential employee.

The Board shall be liable and shall reimburse confidential administrators for any personal property such as clothing, or other personal property damaged or destroyed during the regular work day while performing their duties.

TRANSPORTATION

Confidential employees shall be reimbursed for the use of their personnel vehicle on Board related business at the rate per mile consistent with Board policy. The superintendent may permit identified confidential administrators to have full use of a district automobile. The Board shall provide for all expenses for the vehicle, including insurance.

TERMINATION OF EMPLOYMENT

Employment of confidential employees, with the exception of those who have obtained tenure under state law and the superintendent who has a written contract pursuant to state laws, shall be at will. However, the Board must give confidential administrators sixty (60) days notice of termination and confidential secretaries must be given thirty (30) days notice of termination. Notice shall commence upon receipt of the written notification from the superintendent that he/she is recommending to the Board that employment should be terminated. Upon such termination, confidential employees shall receive payment for any unused vacation days consistent with Board Policy. If a confidential administrator decides to resign or retire, he/she must provide 60 days written notice to the Superintendent with a copy to the Board President and Assistant Superintendent for Human Resources. If a confidential secretary decides to resign or retire, he/she must provide thirty (30) days written notice to the Superintendent with a copy to the Assistant Superintendent for Human Resources.

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