

**AGREEMENT**  
**BETWEEN**  
**TRENTON ADMINISTRATORS**  
**AND**  
**SUPERVISORS ASSOCIATION**  
**AND THE**  
**TRENTON**  
**BOARD OF EDUCATION**  
**JULY 1, 2005**  
**TO**  
**JUNE 30, 2008**

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## PREAMBLE

The Trenton Administrators and Supervisors Association and the Board of Education and Central Administration of the Trenton Public Schools are committed to educating all children in our District, therefore it is the mutual goal of the parties to ensure that all students will achieve to their level of potential, are motivated to learn continually and are prepared to succeed in their choice of college or career.

## 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 personnel with unit titles of Payroll Supervisor, Medical Inspector, Coordinator, Supervisor, Vice Principal, Elementary Principal, Middle School Principal, Director, Assistant Director and High School Principal, including any on leave and excluding any deemed confidential.
- B. Each party reserves the right to petition PERC concerning any dispute.
- C. 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 1<sup>st</sup> of the calendar year preceding the calendar year in which this Agreement expires unless mutually agreed to on another date.
- 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 upon request of the Association.
- C. The first negotiation session between the parties shall be scheduled by mutual agreement within fifteen (15) calendar days of December 1<sup>st</sup> 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 authorized to make proposals, consider proposals and make counterproposals in the course of negotiations, and to reach a tentative agreement subject to ratification by the Trenton Administrators and Supervisors Association (TASA) and the Trenton Board of Education.

  - 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, provided 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 or 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 ratified 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, provided that the Superintendent or his or her designee shall sign on behalf of the Board.

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

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 or Superintendent's designee. The appeal to the Superintendent or designee 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 or designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent or designee shall communicate his decision in writing to the grievant and the immediate supervisor.

#### **5. Level Two • Board of Education's PER Committee**

If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) work days after the receipt of the Level One 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, and the Association's Demand for Arbitration must be filed with forty-five (45) work days of service of the notice of intention. 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 parties 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.

## **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 to 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 \$1200 (Doctoral Stipend) which will also be reflected in their maximum.
- B.** All unit members shall be placed on the appropriate step of the salary guide contained herein and shall be paid at that rate.
- C.** All unit personnel 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 Superintendent or his or her designee. The working day shall be consistent with established Board policy. All employees hired after January 1, 1998 to TASA positions, shall accrue vacation time at the rate of 1.67 days per month of employment.
- Employees whose location is outside the Central Office shall be permitted to use up to five (5) vacation days, and employees whose location is in the Central Office shall be permitted to use up to ten (10) vacation days, during the school year subject to written request at least 15 days in advance, except in case of emergency, and approval of the Superintendent or his or her 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, except when such vacation request are approved by the Superintendent of Schools or designee.
- Vacation days may be carried over to succeeding years only if they occur as the direct result of District needs which require that the employee work during all or part of his or her vacation period, and provided that the employee has obtained the prior approval of the Superintendent or his or her designee to do such work. Effective July 1, 1993, up to a maximum of thirty unused (carry over) days may be accumulated at any one time in subsequent years; any carryover days in excess of the thirty (30) maximum will be lost. Notwithstanding the foregoing, unused vacation days which have been accumulated by current employees prior to July 1, 1993 are herewith "grandfathered" and will not be subject to the thirty (30) day limitation.
- Any employee promoted to an Acting or Interim basis, from 10 month employee to a 12 month employee shall earn vacation days at the rate of one (1) vacation day for every thirty (30) calendar days of acting or interim promotional service.
- The Board shall reimburse each administrator at his/her per diem salary for all credited unused vacation days at the time of separation from the district. At the option of the administrator, payment may be taken in a lump sum upon his/her separation, or in equal quarterly installment payments over a period of one (1), two (2) or a maximum of three (3) years commencing with the effective date of the administrator's separation. In the event of death, payment shall be made to the estate of the administrator.
- D.** An employee promoted in an Acting or Interim basis from a 10 month employee to a 12 month employee, who is not subsequently permanently appointed to that Acting or Interim position, shall be additionally compensated at the rate of \$300.00 per day for each day of earned vacation time at the conclusion of his Acting or Interim service. Should the employee subsequently be permanently appointed, however, he/she may at his/her option "bank" the earned vacation days, use any/all of them effective the following July 1<sup>st</sup>, or elect to be paid for them at the rate noted above.
- 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(1).** Members must work the two days of the NJEA Convention when there is no school for students. However, members may request the use of an Intervisitation Professional day with

appropriate notice to the Superintendent or his designee for the first day (traditionally a Thursday) of the NJEA Convention to attend the NJPSA Convention.

**H. Fringe Benefits**

1. For the term of this contract, the Board shall pay the premium for individual and family coverage with the Horizon Blue Cross Blue Shield of NJ 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 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 year in which the dependent child attains age 25 or the last day of the month in which the child marries.

2. **Effective July 1, 2005**, 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 co-pay. Mail order prescription drugs are \$7.00 generic and \$12.00 brand name, except maintenance drugs which are \$0 co-pay. **Effective July 1, 2007**, PAID Prescription Drug Card/Mail Order Plan (including coverage for oral contraceptives) with a retail co-pay of \$10 generic brand co-pay; \$15 brand name co-pay. Mail order prescription drugs \$20.00 generic and \$30.00 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. For the terms of this contract the Board shall pay the premium for individual and family coverage for either a Horizon Blue Cross Dental Plan OR coverage under Delta Services Organization (Eastern 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. If an employee waives medical or prescription insurance, such employee shall receive 50% of the medical and/or prescription premium of their current plan coverage. Employees that choose the cash option must reapply each year. Proof of other coverage must be submitted with each request for the cash option. Employees hired on or after November 24, 1997, who waive insurance coverage shall receive 50% of the lowest cost plan. All waivers are subject to the provisions of the Section 125 addendum.

5. Vision Care Plan based on participation in a medical plan as follows:

Plan 1 – Traditional Medical/Surgical/Major Medical Plan (Low Option)

Plan 2 – PPO (High Option)

Effective September 1, 2000

	Plan 1	Plan 2
Eye exam	\$35	\$75
Frames	15	50
Lenses		
Single	15	50
Bifocal, single	30	75
Bifocal, double	60	100
Trifocal	45	100
Contacts, single	15	50
Contracts, bifocal	30	100

6. 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

Services Plan and the New Jersey Blue Shield Major Medical coverage with New Jersey Blue Cross Hospital Services Plan, New Jersey Blue Shield 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. Effective July 1, 2005, 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. An 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, except as provided 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 the rate of 1/240. For prorating salaries, the calculation shall be at the rate of 1/260.

J. Any employee promoted in an Acting (Interim) or permanent basis shall receive a promotional increment of \$3,000 and shall move to the next higher step on the appropriate salary schedule.

K. Salary Guides and Longevity (see schedules attached).

## **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 Constitution 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. Statutory 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. In addition, if a TASA Representative is present, he may, at the option of the Hearing Officer, participate/advocate in the grievance proceeding.

2. Consistent with and in accordance with the provisions of N.J.S.A. 18A:16-6.1, should any criminal action be instituted against any employee for any act or omission arising out of and in the course of the performance of his or her duties and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him or her for the cost of defending such proceeding, including reasonable counsel fees (not to exceed the hourly rate of the Board Attorney) and expenses of the original hearing or trial and all appeals.

### **ARTICLE VI ASSOCIATION – RIGHTS AND PRIVILEGES**

#### **A. Information**

The Board agrees to furnish to the Association in response to responsible 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 certificated 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 audiovisual 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.

**H. Communication Committee**

The Superintendent shall meet with representatives of the Association to amicably review and discuss issues and practices affecting the administration of the Trenton School District. Meetings shall be held at least five (5) times per year at times mutually agreed upon. The committee shall include not more than five (5) Association members, selected by the Association and central office personnel selected by the Superintendent. The parties shall exchange agenda topics at least one (1) week prior to the scheduled meeting. Agenda items should be district-wide in nature and should not include individual building or department issues that have not been addressed through normal channels. The Communication Committee shall not be utilized to circumvent the grievance procedure or other contractual means of remedy or address.

**I. Superintendent's Cabinet Representation**

The Association shall be represented on the Superintendent's Cabinet or other district-wide panel or committee when the outcomes may impact TASA, whether or not other recognized bargaining units have been invited to participate. TASA President, or designee, shall serve as the Association's representative.

**ARTICLE VII  
ASSOCIATION – ADMINISTRATION LIAISON**

**A. 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.

**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 May 15 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 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 position shall not be changed while application therefore are pending. Based upon the requirements of the job posting, all qualified applicants within the District shall be interviewed within a reasonable period of time.

### **B. Timing for Decision**

The Association shall be notified within 10 calendar days of the Board appointment of any employee appointed to a position covered by Article I Recognition. Such notification shall include the name, position, salary and assignment of the appointee. 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 May 15<sup>th</sup>.

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.

## **ARTICLE XI SCHOOL SIZE**

### **A. Appeal to the Board**

In the event of overcrowding or other critical conditions, the administrator shall 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 the 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 unhazardous 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 this employment compensable under the New Jersey's 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 no 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. The Board shall only reimburse administrators for automobile damage caused by an intentional tort related to the performance of the administrator's duties.

### **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 more than one (1) salary column at a time as established on the salary guide. Seniority and Job Security shall be in accordance with the State's Tenure Laws where applicable.

## **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.

## **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 the proposed change.

**B. Use of Automobile**

All members of the Association shall be reimbursed for the use of their personnel 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 LEAVE POLICIES

**A. Sick Leave**

**1.** Administrators shall be allowed eighteen (18) days. The unused portion of such leave at the end of any year, up to a maximum of fifteen (15) days, shall be cumulative. All employees hired from outside of the district after January 1, 1998 shall earn sick time at the rate of 1 ½ days per month of employment.

**2.** It is understood by the parties that all accumulated sick leave as of June 30, 2000, 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 Schools System, within three (3) calendar years of leaving the district, 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 October 15<sup>th</sup> 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 **per year** 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.

**F. Other Emergency or Urgent Reason**

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

**G. 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.

**H. Jury Duty**

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

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

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

**J. 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.

**K. Furlough**

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

**L. 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 ½ year or ½ pay for a full year. Time granted for study and observation leave shall NOT be counted for salary guide programs.

**1. 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. Return from Leave**

An employee granted a leave of absence for study, observation, rest or travel shall be required to serve the Trenton Schools 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.

**M. 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<sup>th</sup>) 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.

**N. 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 the United States Federal or Military organizations in foreign countries. Credit shall be given of one (1) year only.

**O. 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.

**P. 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.

Upon the presentation of mail orders for Reserve exercises a TASA member may elect to receive either military pay or the per diem rate for his/her position, whichever is higher. However, if military pay is elected, the employee must request a leave of absence without pay. If military pay is not elected the employee must request a leave of absence with pay. In no case shall the employee be allowed both per diem salary pay and military pay for leave purposes.

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

**R. Retirement Benefits.**

The Board shall reimburse such administrator upon his or her 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 him or her as of July 1 of the year in which he or she retires, subject to the following limitations:

1. The maximum retirement benefit payable to an employee (the "cap") hired on or after July 1, 2000 will be \$20,000.

2. Said reimbursement above, at the option of the retiree, may be taken as a lump sum upon his/her retirement, or in equal quarterly installment payments over a period of one (1), two (2) or a maximum of three (3) years commencing with the effective date of the employee's retirement.

3. The administrator seeking lump sum payment must submit request in writing to the Assistant Superintendent for Human Resources and the Business Administrator by December 1<sup>st</sup> of the school year of retirement, if not, payment(s) shall be made the following school year. A submission of a letter requesting to seek a lump sum payment shall not be construed to be a letter of retirement.

## **PROFESSIONAL DEVELOPMENT**

### **A. Professional Dues**

1. Upon receipt of annual notice of dues from the Association, the Board shall pay membership dues to the New Jersey Principals and Supervisors Association and any other professional association appropriate to the administrator's position, responsibilities and/or duties on behalf of all unit members.

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

#### **1. Reimbursement**

The Board of Education shall reimburse administrators for tuition and fees for college/university course leading to furthering employment opportunities in the School district and mutually agreed upon by the Superintendent or his designee.

The Board shall also pay for the cost of seminars or special training related to the Professional Growth Plan (PGP). The cost of seminars or special training has to be charged to the school's Professional Development budget with authorization from the Deputy Superintendent. The seminars are contingent upon funding and absence of emergency. The seminar must be related to the TASA's member's job performance. The number of days during a year a principal can be away attending seminars and special training is at the Superintendent's discretion.

An employee shall be required to serve the Trenton School District for two (2) years immediately following the receipt of reimbursement of a Master's Degree, advanced certificate, completion of all required coursework for a doctoral degree (ABD), or Doctoral degree for which the Board of Education provided reimbursement. In no event shall the total period of required service extend more than two years from the last date of reimbursement. In the event it is impossible for such employee to return or remain employed for two (2) years, he/she shall repay the Board of Education the amount paid him/her for the cost of the degrees, coursework or certifications stated herein, approved after July 1, 2005.

Repayment shall not be required for tuition and fees that do not result in a Master's Degree, Doctoral Degree or certification. This repayment provision shall also not apply in the event of non-renewal, termination by action of the Board of Education or death of the employee.

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

Reimbursement shall follow within ninety (90) days of submission.

## **ARTICLE XVIII 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 XIX 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; (b) 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, (c) 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 XX  
DURATION**

This agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008, subject to the Association's right to negotiate in accordance with Chapter 303 Public Law or New Jersey 1968, 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.

**BOARD OF EDUCATION  
CITY OF TRENTON**

**TRENTON ADMINISTRATORS AND  
SUPERVISORS ASSOCIATION**

\_\_\_\_\_  
President, Trenton Board of Education

\_\_\_\_\_  
President, TASA

\_\_\_\_\_  
Board Member

\_\_\_\_\_

\_\_\_\_\_  
Assistant Superintendent for HR

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

### Salary Guides

Effective July 1, 2005, and for the duration of the contract, members who would continue on the maximum step of the salary guide from the

#### 2005/2006

STEP	HSP	E/MSP-PK-8	ESP-PK6&7	ESP-K5	SVP	ESVP	DIR 1	DIR 2	AD	COR A	COR B	SUP
1	113,933	101,627	99,063	90,859	88,296	79,066	94,449	101,935	89,321	59,582	80,092	83,168
2	117,010	105,216	102,653	94,449	91,372	82,143	97,012	104,088	91,885	62,145	82,655	85,732
3	120,086	108,806	106,755	98,038	94,449	85,219	99,576	106,242	94,449	64,709	85,219	88,296
4	123,163	112,908	109,831	101,627	97,525	88,296	102,140	108,806	97,012	67,273	87,783	90,859
5	125,214	114,959	111,882	103,678	99,576	90,347	104,704	111,369	99,576	69,937	90,347	93,423

previous school year shall receive 2,400 off guide, but pensionable added to their annual salary. Thereafter, members who remain at the maximum step shall receive an additional \$2,400, off guide but pensionable, added to their annual salaries.

Effective July 1, 2005, and for the duration of the contract, members who would continue on the maximum step of the salary guide from the

#### 2006/2007

STEP	HSP	E/MSP-PK-8	ESP-PK6&7	ESP-K5	SVP	ESVP	DIR 1	DIR 2	AD	COR A	COR B	SUP
1	116,724	104,117	101,490	93,085	90,459	81,003	96,763	104,432	91,509	61,041	82,054	85,206
2	119,876	107,794	105,168	96,763	93,611	84,155	99,389	106,638	94,136	63,668	84,680	87,832
3	123,028	111,471	109,370	100,440	96,763	87,307	102,016	108,845	96,763	66,294	87,307	90,459
4	126,180	115,674	112,522	104,117	99,914	90,459	104,642	111,471	99,389	68,921	89,933	93,085
5	128,281	117,775	114,623	106,218	102,016	92,560	107,269	114,098	102,016	71,548	92,560	95,712

previous school year shall receive 2,400 off guide, but pensionable added to their annual salary. Thereafter, members who remain at the maximum step shall receive an additional \$2,400, off guide but pensionable, added to their annual salaries.

July 1, 2005, and for the duration of the contract, members who would continue on the maximum step of the salary guide from the

#### 2007/2008

STEP	HSP	E/MSP-PK-8	ESP-PK6&7	ESP-K5	SVP	ESVP	DIR 1	DIR 2	AD	COR A	COR B	SUP
1	119,526	106,616	103,926	95,319	92,630	82,947	99,085	106,938	93,706	62,506	84,023	87,251
2	122,753	110,381	107,692	99,085	95,857	86,175	101,774	109,198	96,395	65,196	86,713	89,940
3	125,981	114,147	111,995	102,850	99,085	89,402	104,464	111,457	99,085	67,885	89,402	92,630
4					102,31							
	129,208	118,450	115,222	106,616	2	92,630	107,154	114,147	101,774	70,575	92,092	95,319
5					104,46							
	131,360	120,602	117,374	108,767	4	94,781	109,843	116,836	104,464	73,265	94,781	98,009

previous school year shall receive 2,400 off guide, but pensionable added to their annual salary. Thereafter, members who remain at the maximum step shall receive an additional \$2,400, off guide but pensionable, added to their annual salaries.

# LONGEVITY

Longevity	2005-2008
	Longevity (experience in Trenton plus credited experiences outside of Trenton)
	20 years \$700 additional
	25 years \$700 additional
	30 years \$850 additional
	35 years \$700 additional
	40 years \$700 additional
	45 years \$700 additional
	50 years \$700 additional
	which will also be reflected in the maximum



# TRENTON BOARD OF EDUCATION

# TASA INCENTIVE PROGRAM

**TRENTON BOARD OF EDUCATION  
TASA INCENTIVE PROGRAM PROCEDURE/GUIDELINES**

“Trenton Administrators and Supervisors Association (TASA) and the Board of Education and Central Administrators of the Trenton Public School are committed to educating all children in our District. Therefore, it is the mutual goal of the parties to ensure that all students will achieve to their level of potential, are motivated to learn continually, and are prepared to succeed in their choice of college or career.” (Preamble to TASA contract)

The TASA Incentive Program was agreed upon during the collaborative bargaining process that resulted in an agreement with a term of July 1, 2005 to June 30, 2008.

The TASA Incentive Program is divided into two (2) levels: School Administrators and Non-School Administrators. The Incentive Program for both administrative groups is based upon the Ends Policies and Executive Limitations adopted by the Trenton Board of Education in April 2003. These Ends policies and Executive Limitations set goals that the Board and community hold for students and staff in the District.

**I. SCHOOL ADMINISTRATORS INCENTIVE PROGRAM**

**GENERAL ELIGIBILITY REQUIREMENTS**

- ❖ To be eligible for the incentive, a school-based administrator had to be continually assigned as the administrator for 45 business days prior to the first day of testing at the school.
- ❖ If an administrator is re-assigned to a new school as the interim or a regular administrator within 45 business days prior to March 1, that administrator shall be eligible for the incentive amount accrued as a result of student performance at the school to which he or she was previously assigned.
- ❖ If during a school year, a vice principal appointed as interim or regular principal within the same school, this vice principal shall be eligible for incentive at the rate established for the principal at that school.
- ❖ Incentive compensation due to change in assignment through transfer, promotion or retirement that result in a partial year, the incentive percentage shall be determined on a case-by-case basis.
- ❖ Any new hire eligibility for participation in the incentive plan shall be determined based upon date of hire.

- ❖ The scores based on achievement of state standard in state-mandated tests will be used to allocate up to 37.5 % of the maximum incentive pool established for the administrative position and school.

## **REQUIRED PORTION**

### Ends Policy – 2 – Basic Academic Performance

- ❖ Use achievement and progress toward state-mandated school-wide performance targets annually in reading, math, and science (not until required by State.)
- ❖ Results are weighed by grade as follows:
  - School met state AYP Score = 1.0
  - School has made progress (10% above prior scores,) but fell short of AYP Score = 0.5
  - School has not made AYP and no improvement or decline in performance since prior year. Score = 0.0
- ❖ The specific total for Ends Policy 2, Basic Academic Performance is 37.5%
- ❖ The scoring rewards achievement on statewide standards and acknowledged progress towards standards.

## **VOLUNTARY PORTION – PROCEDURES AND GUIDELINES** (Board Ends Policies 3 through 6)

- ❖ Administrators may submit school portfolios
- ❖ Participation in this portion is voluntary
- ❖ Administrator may submit school portfolios that demonstrates school achievement in accordance with Board’s Ends Policies 3 through 6
- ❖ Portfolios are submitted by school administrator(s) at a school
- ❖ Schools where there are more than one (1) school-based administrator (Principal and one or more vice principals), the decision to submit a portfolio shall be made by the administrative team of the school.

- ❖ Only portfolios submitted by all of the school-based administrators at any given school shall be accepted for the incentive program. (Annex test scores TCHS-Main & TCHS-West, Robbins-Main & Robbins Annex will be disaggregated.
- ❖ Portfolios are accepted for the entire school and not separately for annexes or main buildings, with exception of TCHS-Main & TCHS West, Robbins – Main & Robbins Annex.
- ❖ Eligibility for participation in the incentive program for Ends Policies 3 through 6 is the same as established for Ends Policy 2 – Academic Performance.
- ❖ Not submitting a portfolio for review for one or more Ends Policies 3 through 6 shall in itself not be used as part of the administrator’s annual performance review. The district shall consider demonstrated progress toward student achievement of Ends Policies as part of its regular administrator’s annual evaluation.
- ❖ Beginning with the 06-07 school year, the submission date for the portfolios will be September 1<sup>st</sup> for the academic school year.
- ❖ The attached “**Plan Description Form**” must be completed for each Ends Policy identified in the portfolio.
- ❖ Evidence submitted in each portfolio **must** reflect impact on student achievement and learning as described in the Ends Policy.
- ❖ Only those portfolios that describe efforts towards improved student learning, achievement, and accomplishments will be considered for the incentive program.

## II. REVIEW AND SUBMISSION PROCESS

- ❖ Only for the 05-06 school year, the letter of intent to submit a portfolio must be submitted to Human Resources no later than *October 4, 2005* and the plan must be submitted to the **Human Resources Office** by *October 28, 2005*. In subsequent years, the letter of intent must be submitted to Human Resources no later than *August 15<sup>th</sup>* and the Plan must be submitted to the **Human Resources Office** no later than *September 1<sup>st</sup>*. Each school leading administrator must submit his/her plan to his/her cluster assistant superintendent prior to September 1<sup>st</sup> for their approval.
- ❖ Superintendent will convene one or more review teams composed of cabinet members to approve the plan.

- ❖ Administrators and unit representatives will appear before the review team in the event the Review Team has questions regarding their respective submission.
- ❖ The review team within 10 business days shall submit a report to the Superintendent indicating that the submitted plan meets all requirements of established criteria.

### III. SCORING

- ❖ The superintendent may convene one or more Review Teams composed of individuals drawn from the community and organizations in the Trenton region to assist in the assessment of the school portfolios in a particular area (i.e., character, citizenship, workplace readiness, etc.)
- ❖ Administrators and their unit representative, if they choose, are encouraged to appear before the Review Team to summarize their students' accomplishments and be available to respond to team members' questions about the portfolio.
- ❖ For each Ends Policy 3 through 6, the Review Team shall rate each school's achievement and program on a scale of 1 to 10 in accordance with the rubric on the following page, where 10 indicates exceptional achievement and progress and 1 indicates no progress.
- ❖ **Mean** (averages) of less than 5.0 for any Ends Policy 3 – 6 shall be counted as “0” points for that Ends Policy.
- ❖ **Mean** scores above 5.0 will be factored as 15.625% of the calculation of student achievement portion of the incentive plan.
- ❖ **Mean** score of 5.0 or more will be used to calculate the allocation of up to 15.625% of the maximum incentive pool established for the administrative portion and school for each submitted portfolio.

## SCHOOL ADMINISTRATORS RUBRIC FOR ENDS POLICIES 3-6

TOTAL POINTS	ASSESSMENT
9-10	❖ <b><u>ACCOMPLISHED</u></b> : There is exceptionally clear, convincing and consistent evidence that the portfolio demonstrates student achievement on the Ends Policy that impacts the identified student population in the plan.
7-8	❖ <b><u>PROFICIENT</u></b> : There is strong clear evidence that the portfolio demonstrates student achievement on the Ends Policy that impacts the identified student population in the plan.
5-6	❖ <b><u>DEVELOPING</u></b> : There is moderate evidence that the portfolio demonstrates student achievement on the Ends Policy that impacts the identified student population in the plan.
3-4	❖ <b><u>RUDIMENTARY</u></b> : There is little or no evidence that the portfolio demonstrates student achievement on the Ends Policy that impacts the identified student population in the plan.
1-2	❖ <b><u>INSUFFICIENT</u></b> : There is no evidence that the portfolio demonstrates student achievement on the Ends Policy that impacts the identified student population in the plan.
0	No Submission.

**SCHOOL ADMINISTRATORS  
MAXIMUM INCENTIVE LEVEL  
PER CLASSIFICATION**

CLASSIFICATION	MAXIMUM INCENTIVE AVAILABLE
<b>HIGH SCHOOL PRINCIPALS</b>	
TCHS	\$18,300
DTHS	\$19,300
THSW	\$15,300
<b>HIGH SCHOOL VICE PRINCIPALS</b>	
ALL	\$12,400
<b>MIDDLE SCHOOL PRINCIPALS (DUNN, H/W, MLK)</b>	
ALL	\$13,800
<b>MIDDLE SCHOOL VICE PRINCIPALS</b>	
ALL	\$12,400
<b>ELEMENTARY PRINCIPALS (K-4 TO K-7)</b>	
NO ANNEX, BUT MAIN BLDG. VP	\$12,800
ANNEX, BUT MAIN BLDG. VP	\$14,400
NO ANNEX & NO MAIN BLDG. VP	\$15,400
ANNEX & NO MAIN BLDG VP	\$17,400
<b>ELEMENTARY PRINCIPALS K-8</b>	
HAS BUILDING VP	\$19,100
NO BUILDING VP	\$22,100
<b>ELEMENTARY VICE PRINCIPALS</b>	
ALL	\$12,400

Part I of II

**SCHOOL ADMINISTRATORS  
EXAMPLE OF INCENTIVE PLAN – ENDS POLICY 2**

Position:	Vice Principal					
School:	High School with Annexes and making progress towards AYP submitted goals for 4 Ends Policy.					
1.	Progress – Ends Policy 2 (Basic Academic Skills)	<b>Language Arts</b>	<b>Math</b>	<b>Science</b>	<b>Score Weight</b>	<b>Total Tested Grades</b>
	Total Grade Levels Tested	1	1	1		3
2.	Test Results					<b>Score</b>
	❖ Achieved annual yearly progress (AYP)	0	-	-	1.0	0
	❖ Made progress but short of AYP	1	0	1	0.5	1
	❖ Did not achieve AYP and made no progress or lost ground from prior year	0	1	0	0.0	0
3.	Total of state standardized tests administered by the schools.	1	1	1	1	1
4.	Total tested grades & subjects (maximum school)					3
5.	Total score divided by total tested grades and subjects (÷ item #4) = $1/3 = 33.3\%$					33.3%

**SCHOOL LEADING ADMINISTRATORS  
EXAMPLE OF INCENTIVE PLAN – PORTFOLIO  
ENDS POLICIES 3-6**

Achievement of Ends Policies = Minimum Score = 5				
Ends Policies 3-6		Maximum Score	Awarded Score	Converted Score
❖ Ends Policy 3 (Citizenship)		10	5.2	52.0 % Meets Threshold
❖ Ends Policy 4 (Character)		10	2.3	0.0 %= below 5.0 Threshold
❖ Ends Policy 5 (Workplace Readiness)		10	6	60.0 %= Meets Threshold
❖ Ends Policy 6 (Balanced/Healthy Lives)		10	3.7	0.0 % – Below 5.0 Threshold
Calculation Status Towards Incentive Plan				
		Awarded Score	Score Weight Factor	Weighted Score
1.	Achievement Progress/Ends Policy 2 (Basic Academic) (Awarded Score x Score Weighted Factor)	33.3%	37.5	12.50
2.	Achievement/Progress – Ends Policy 3 (Citizenship)	52.0%	15.625	8.13
3.	Achievement/Progress -- Ends Policy 4 (Character)	0.0%	15.625	0.00
4.	Achievement/Progress – Ends Policy 5 (Workplace Readiness)	60.0%	15.625	<u>9.38</u>
			<b>Total</b>	<b>30.0%</b>
Incentive Amount Per Category (Chart A)				<b>\$12,400</b>
Incentive Payout (Incentive Amount x Total Weighted Score) (12,400 x 30.0%)				<b>\$3,720</b>

# **NON-SCHOOL ADMINISTRATORS INCENTIVE PROGRAM PROCEDURE/GUIDELINES**

“Trenton Administrators and Supervisors Association (TASA) and the Board of Education and Central Administrators of the Trenton Public School are committed to educating all children in our District. Therefore, it is the mutual goal of the parties to ensure that all students will achieve to their level of potential, are motivated to learn continually, and are prepared to succeed in their choice of college or career.” (Preamble to TASA contract)

The TASA Incentive Program was agreed upon during the collaborative bargaining process that resulted in an agreement with a term of July 1, 2005 to June 30, 2008.

The TASA Incentive Program is divided into two (2) levels: School Administrators and Non-School Administrators. The Incentive Program for both administrative groups is based upon the Ends Policies and Executive Limitations adopted by the Trenton Board of Education in April 2003. These Ends policies and Executive Limitations set goals that the Board and community hold for students and staff in the District.

## **I. NON –SCHOOL ADMINISTRATORS INCENTIVE PROGRAM**

### **GENERAL ELIGIBILITY REQUIREMENTS**

- ❖ To be eligible for the incentive, a non-school leading administrator must be continually assigned to a department as the administrator for 45 business days.
- ❖ If a non-school administrator is re-assigned to a new department as an interim or a regular administrator within 45 business days, the administrator shall be eligible for the incentive amount accrued as a result of the goal achievement from his or her previous assignment.
- ❖ Incentive compensation due to change in assignment through transfer, promotion or retirement that result in a partial year, the incentive percentage shall be determined on a case-by-case basis.
- ❖ Any new hire eligibility for participation in the incentive plan shall be determined based upon date of hire.

## **VOLUNTARY PORTION – PROCEDURES AND GUIDELINES**

**(Board Ends Policies 3 through 6 and Executive Limitations 1-16)**

- ❖ Plan must be approved by immediate supervisor.
- ❖ All submissions must be based upon departmental overall identified goals and objectives.
- ❖ Non-school Administrators must submit a plan.
- ❖ Must employ Ends Policies and/or Executive Limitations (Total of Five (5) items) must be included in the plan.
- ❖ Plan must detail how it will improve student performance in identified Ends Policies or improve operations identified in Executive Limitations.
- ❖ Only plans submitted by an administrator that meet departmental goals and objectives shall be accepted for the incentive program.
- ❖ Not submitting a plan for review shall in itself not be used as part of the Non- school administrator’s annual performance review. The district shall consider demonstrated progress toward student achievement as part of its regular administrator’s annual evaluation.
- ❖ Submission of plans deadline date is September 1<sup>st</sup> for the academic school year.
- ❖ The attached “Plan Description Form” must be completed for each Ends Policy identified in the plan.
- ❖ Evidence submitted in each plan **must** reflect impact on student achievement and/or operational services and learning as described in the Ends Policy or Executive Limitations.
- ❖ Only those plans that describe efforts towards improved student learning, achievement, and accomplishments will be considered for the incentive program.
- ❖ Non-school administrators may **work in a group** intra-departmentally or interdepartmentally. (Only TASA members are eligibility to receive payment per their respective categorized payout.)
- ❖ A plan must be submitted for each Ends Policy or Executive Limitation (to receive 100 %, there must be submission of 5 items composed of Ends and ELs.)

## II. REVIEW AND SUBMISSION PROCESS

- ❖ A letter of intent to submit a plan must be submitted to Human Resources no later than *October 4, 2005* and the plan must be submitted to the Assistant Superintendent by October 21st for submission to the ***Human Resources Office*** by *October 28, 2005*. In subsequent years, the letter of intent must be submitted to Human Resources no later than *August 15<sup>th</sup>* and the Plan must be submitted to the Review Team no later than *September 1<sup>st</sup>*.
- ❖ Superintendent will convene one or more review teams composed of cabinet members to approve the plan.
- ❖ Non-school administrators and unit representatives will appear before the review team in the event the Review Team has questions regarding their respective submission.
- ❖ The Review Team within 10 business days shall submit a report to the Superintendent indicating that the submitted plan meets all requirements of established criteria.

## III. SCORING

- ❖ The superintendent may convene one or more Review Teams composed of individuals drawn from the community and organizations in the Trenton region to assist in the assessment of the plan.
- ❖ Non-school administrators and their unit representative, if they choose, are encouraged to appear before the Review Team to summarize their students' accomplishments and be available to respond to team members' questions about the plan.
- ❖ Each Ends Policy or Executive Limitation shall have a score weight factor of 20.0% (Total of 100%) and a possible maximum score of 10.
- ❖ A minimum score for incentive consideration must equal five (5) or better.

## NON-SCHOOL ADMINISTRATORS RUBRIC FOR ASSESSMENT

TOTAL	ASSESSMENT
9-10	❖ <b><u>ACCOMPLISHED</u></b> : There is exceptionally clear, convincing and consistent evidence that the plan demonstrates student achievement on the Ends Policy that impacts the identified student population and/or clear, convincing and consistent evidence that impacts upon operational services in the plan.
7-8	❖ <b><u>PROFICIENT</u></b> : There is strong clear evidence that the plan demonstrates student achievement on the Ends Policy that impacts the identified student population and/or strong, clear evidence that impacts upon operational services in the plan.
5-6	❖ <b><u>DEVELOPING</u></b> : There is moderate evidence that the plan demonstrates student achievement on the Ends Policy that impacts the identified student population and/or moderate evidence that impacts upon operational services in the plan.
3-4	❖ <b><u>RUDIMENTARY</u></b> : There is little or no evidence that the plan demonstrates student achievement on the Ends Policy that impacts the identified student population and/or there is little or no evidence that impacts operational services in the plan.
1-2	❖ <b><u>INSUFFICIENT</u></b> : There is no evidence that the plan demonstrates student achievement on the Ends Policy that impacts the identified student population and/or no evidence of an impact upon operational services in the plan.
0	No Submission.

**NON-SCHOOL LEADING ADMINISTRATORS  
INCENTIVE PAYOUTS BY CLASSIFICATION**

<b>CLASSIFICATION</b>	<b>MAXIMUM INCENTIVE PAYOUT</b>
DIRECTOR II	\$18,000
DIRECTOR I	\$15,000
ASSISTANT DIRECTOR	\$12,000
SUPERVISOR	\$10,000
COORDINATOR B	\$8,000
COORDINATOR A	\$6,000

**NON-SCHOOL ADMINISTRATORS  
EXAMPLE OF INCENTIVE PLAN – PAYOUT**

**ENDS POLICIES 3-6 AND/OR EXECUTIVE LIMITATIONS**

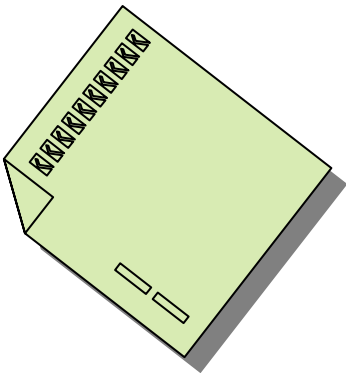
<b>POSITION/DEPARTMENT:</b>		Office of Early Childhood/Division of Student Services		
Achievement of Ends Policies and/or Executive Limitations as demonstrated in plan and assessed by Review Team (Minimum Score for incentive Consideration = 5)				
Ends Policies 3-6 Executive Limitation 1 - 16		<b>Maximum Score</b>	<b>Awarded Score</b>	<b>Converted Score</b>
1.	Ends Policy 4 (Character) Executive Limitation 1-16	10	7.2	72.0%
2.	Ends Policy 5 (Workplace Readiness)	10	6.2	62.0%
3.	Executive Limitation 15 (Student Learning Environment/Discipline)	10	5.0	50.0%
4.	Executive Limitation 3 (Treatment of Parents, Guardians, Students, and Citizens)	10	3.2	0.0%
5.	Executive Limitation 12 (Instructional Program)	10	6.2	62.0%

**NON-SCHOOL ADMINISTRATORS  
EXAMPLE OF INCENTIVE PLAN – PAYOUT  
ENDS POLICIES 3-6 AND/OR EXECUTIVE LIMITATIONS**

<b>POSITION/DEPARTMENT:</b>		Office of Early Childhood/Division of Student Services		
Ends Policy/Executive Limitation (Awarded Score x Score weighted Factor = Weighted Score)		<b>Awarded Score</b>	<b>Score Weighted Factor</b>	<b>Weighted Score</b>
1.	Achievement in Ends Policy 4 (Character)	72.0%	20%	14.40
2.	Achievement in Ends Policy 5 (Workplace Readiness)	62.0%	20%	12.40
3.	Achievement in Executive Limitation 15 (Student Learning Environment/Discipline)	50.0%	20%	10.0
4.	Achievement in Executive Limitation 3 (Treatment of Parents, Guardians, Students and Citizens)	0.0%	20%	0.0
5.	Achievement in Executive Limitation 12 (Instructional Program)	62.0%	20%	12.40
			<b>Total</b>	<b>49.2%</b>
Incentive Pay for Director I				\$15,000
Incentive Total Payout for Supervisor				\$10,000
Incentive Total Payout for Coordinator B				\$8,000
Actual payout – Total Weighted core% x Total Incentive Payout				
<b>Director I</b>				<b>\$7,380</b>
<b>Supervisor</b>				<b>\$4,920</b>
<b>Coordinator B</b>				<b>\$3,936</b>



# Forms



**TRENTON BOARD OF EDUCATION**

**108 North Clinton Avenue  
Trenton, New Jersey 08609**  
609-656-5459/5471 (Telephone)  
609-278-3081 (Fax)

(Date)

Carolyn Gibson  
Assistant Superintendent  
Human Resources  
Trenton Board of Education  
108 No. Clinton Avenue  
Trenton, New Jersey 08609

**RE: LETTER OF INTENT TO SUBMIT AN INCENTIVE PLAN**

Dear Ms. Gibson:

As TASA unit members, we \_\_\_\_\_ intend to  
( Department Name)  
submit an incentive plan for the 2005-06 school year.

Yours truly,

\_\_\_\_\_  
Department Head Signature

cc: Assistant Superintendent

**TASA INCENTIVE PLAN/PORTFOLIO  
2005-06 SCHOOL YEAR  
TIME LINE**

<b>ITEM</b>	<b>SCHOOL ADMINISTRATOR</b>	<b>NON-SCHOOL ADMINISTRATOR</b>	<b>SUBMIT TO WHOM</b>
LETTER OF INTENT	OCTOBER 4, 2005	OCTOBER 4, 2005	HUMAN RESOURCES
PROPOSED PLAN SUBMITTED FOR REVIEW	OCTOBER 21, 2005	OCTOBER 21, 2005	ASSISTANT SUPERINTENDENT
PLAN SUBMITTED BY ASSISTANT SUPERINTENDENT TO HUMAN RESOURCES	OCTOBER 28, 2005	OCTOBER 28, 2005	HUMAN RESOURCES OFFICE
REQUESTED REVISION/PLAN APPROVAL BY REVIEW TEAM	NOVEMBER 7, 2005	NOVEMBER 7, 2005	OFFICE/SCHOOL
COMPLETED PLAN REVISIONS FROM THE OFFICE/SCHOOL SUBMITTED TO HUMAN RESOURCES	NOVEMBER 14, 2005	NOVEMBER 14, 2005	HUMAN RESOURCES OFFICE
REVIEW TEAM SELECTION	APRIL 24, 2006		SUPERINTENDENT'S OFFICE
LIST OF REVIEW TEAM(S) MEMBERS	APRIL 27, 2006		CABINET MEMBERS BY SUPERINTENDENT
EVIDENCE/SUPPORTING DOCUMENTATION TO THE PLAN SUBMITTED	MAY 26, 2006	MAY 26, 2006	ASSISTANT SUPERINTENDENT
EVIDENCE/SUPPORTING DOCUMENTATION SUBMITTED BY ASSISTANT SUPERINTENDENT	JUNE 2, 2006	JUNE 2, 2006	REVIEW TEAM CHAIR
NOTICE OF NEED FOR CLARIFICATION OF EVIDENCE/SUPPORTING DOCUMENTATION PROVIDED BY HUMAN RESOURCES	JUNE 16, 2006	JUNE 16, 2006	OFFICE/SCHOOL
ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATION NOTICE	JUNE 23, 2006	JUNE 23, 2006	REVIEW TEAM
APPROVAL PLAN /PORTFOLIO NOTIFICATION BY HUMAN RESOURCES	JUNE 30, 2006	JUNE 30, 2006	OFFICE/SCHOOL

NOTE: To avoid the appearance of any improprieties the following will be done.

1. Plans will be submitted to the Review Team without department names.
2. The respective Assistant Superintendents shall not serve on the team that reviews her department's plan submission.



**TRENTON BOARD OF EDUCATION  
TASA INCENTIVE PROGRAM  
PLAN DESCRIPTION FORM**

GOAL (S)	BOARD ENDS OR ELs	PERSON (s) RESPONSIBLE	TIMELINE	EVIDENCE	ASSESSMENT

<b>Submitted By:</b>		<b>Date:</b>		<b>Supervisor:</b>		<b>Date:</b>	
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**FOR OFFICE USE ONLY**

<b>Approved By:</b>		<b>Date:</b>	
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## **Trenton Board of Education**

*Dr. Bernard McMullan, President  
Robert Revelle, Vice President*

*Dr. Abdul-Malik Ali  
Geraldine Eure, Esq.  
Garry Feltus  
Joyce Kersey  
Abigail Ramos, Esq.  
Donald Shelton  
Gregory E. Williams, Esq.*

## **Central Administration**

<i>James H. Lytle, Ed.D.</i>	<i>Superintendent</i>
<i>Darwin Williams, Ed.D.</i>	<i>Deputy Superintendent</i>
<i>Valarie French, Ed.D.</i>	<i>Executive Assistant to the Superintendent</i>
<i>Priscilla Dawson</i>	<i>Assistant Superintendent Grades 6-12</i>
<i>Carolyn Gibson</i>	<i>Assistant Superintendent for Human Resources</i>
<i>Gloria Hancock</i>	<i>Assistant Superintendent for Student Services</i>
<i>Mary Ann Klaus</i>	<i>Assistant Superintendent Grades Pre K-5</i>
<i>Gloria J. Tunstall</i>	<i>Assistant Superintendent of Strategic Development</i>
<i>Nancy Swirsky</i>	<i>Interim Business Administrator</i>
<i>Sharon Larmore</i>	<i>Legal Counsel</i>

## **Trenton Administrators & Supervisors Association Negotiation Team (TASA)**

*Joseph Marazzo, Co-Chair  
Christopher DeJesus, Co-Chair  
Harriet Murray, Secretary  
Lynn Robinson  
Cheryl Heath  
Jayne Howard  
Maria Azzaro  
Richard Klockner, NJPSA*

## SECTION 125 ADDENDUM

### 1. In-Writing Requirement

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

The following information must be included in the document.

- A specific description of the benefits available;
- Full or dependent medical, dental and prescription;
- The plan's eligibility rules governing participation;
- Spousal coverage in or out of the district;
- The procedures governing participants' elections under the plan, including the period during which elections may be made, the extent to which elections are irrevocable, and the periods with respect to which elections are effective;
- Allow employees to choose between nontaxable health care coverage and taxable cash;
- Employees will continue current coverage unless they specifically request the cash option, in writing with submission of proof of other spousal coverage, prior to the beginning of each plan year;
- Employees may revoke the cash option choice within a plan year under certain circumstances:
  - Employees marriage or divorce
  - Birth or adoption of a child of the employee
  - Termination of employment of employee's spouse
  - Employee's spouse switching from full-time to part-time employment
  - Employee's spouse taking an unpaid leave of absence
  - Any other change in the health coverage of the employee's spouse
  - The anticipation of the employee's retirement
- Coverage, without consideration to pre-existing conditions, will be restored within thirty days of the restoration request. Cash option installment payments will stop with commencement of coverage.
- Employees choosing the cash option will be paid 50% of the cost of all waived benefits. Cash will be taxable and shall be paid in installments equal to the number of yearly paychecks.

### 2. Disclosure to Employees

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

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

In general, the following information should be provided:

- Important plan provisions;
- Names and addresses of those responsible for administering the plan;

- A description of the benefits and the circumstances that may result in revoking the cash option choice; and,
- Procedures to be followed for requesting the revocation of the cash option choice.

Disclosure of benefit plan information to employers should be comprehensive.

#### **Administrative Information**

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

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

#### **Eligibility and Benefits Information**

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

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

#### **Loss of Benefits Information**

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

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

### **3. Reporting Requirements**

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