

**Agreement**

**Trenton Special School District**

**And**

**Trenton Educational Association**

**July 1, 2008 – June 30, 2011**

FOR THE  
TRENTON SPECIAL SCHOOL DISTRICT  
BOARD OF TRUSTEES

*Dr. Mark Harper*

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Dr. Mark Harper, Chairman

FOR THE  
TRENTON EDUCATION ASSOCIATION

*Mr. Ronny Criswell*

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Mr. Ronny Criswell

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# ARTICLE I: BASIC AGREEMENT PROVISIONS

## SECTION 1: PREAMBLE

In the attempt to maintain and insure the continuance of a mutually productive and congenial relationship and to comply with current state statutes and pursuant to voting done by the entire certificated staff of the Trenton Special School District, **the Trenton Education Association**, an affiliate of the Tennessee Education Association and **the Trenton Special School District Board of Trustees** do hereby agree to negotiate conditions of employment as set out in TCA 49-5- 601 through 49-5-613.

## SECTION 2: RECOGNITION

The Board of Trustees recognizes the Trenton Education Association as the exclusive representative of all professional certificated employees for collective contract negotiations and enforcement of all professional defined in Tennessee Code Annotated 49-5-602 (11-12).

## SECTION 3: MANAGEMENT RIGHTS

A. All management personnel will be in accordance with TCA 49-5-608 5 (b).

School Systems with ADA	Management Personnel
Less than 1,000	2
1,001 - 2,000	3*
2,001 - 5,000	4
5,001 – 10,000	5
10,001 – 50,000	6
50,001 – 100,000	7
100,001 – and over	8

B. The management of the Trenton Special School District’s operation, its educational programs, buildings, and direction of its staff shall be solely within the responsibility and discretion of the Board and/or Director of Schools. All management rights and responsibilities as defined by the Tennessee Code Annotated, school board policies and procedures, and rules and regulations promulgated by state and local officials which are not expressly surrendered or curtailed by the provisions this agreement shall be reserved to the Board. The Board and/or the Director of Schools retain all rights currently held by law.

## SECTION 4: ASSOCIATION RIGHTS

### A. Right to Organize

Employees shall have the right to organize, join, and assist the Association and to participate in professional discussions. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reasons of the employees’ membership in the Association, discussions with the Board, or the institution of any grievance, complaint and or proceedings under the agreement.

**B. Meeting, Notices and General Information**

The Association shall be granted the following at all reasonable times:

1. The use of school buildings for meetings.
2. The use of employee mailboxes, intraschool mail, and school bulletin boards for the purpose of internal communications.
3. The use of school equipment.

All supplies and materials consumed in the exercise of 1, 2, and 3 above shall be provided by the Association. Any repair to equipment resulting from damage while being used by the Association shall be reimbursed to the Board.

**C. Access To Members**

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with or interrupt normal school operations.

**D. School Board Meetings**

1. The president of the Association or his/her designee will be allowed to personally inspect the same materials contained in the board packets on the same day that the board members receive said materials. Additionally, the president or his/her designee will be furnished a copy of the agenda of the board meeting at the same time as the board members.
2. The President of the Association or his/her designee shall be furnished a copy of the minutes of each board meeting. This includes all called meetings.
3. The President of the Association will be furnished the unofficial minutes of each board meeting no later than the time they are furnished to each board member. This includes all called meetings.

**E. Exclusive Rights**

The rights herein to the Association shall not be granted or extended to any other organization claiming to represent certified personnel for the term of this contract.

**F. Dues Deduction**

**1. Authorization**

Annually, during the month of September, the Association will provide the board with signed authorization forms from the members who will have dues deducted by the board. These forms will be delivered to the board no later than ten (10) calendar days before the first payday of the school year. Dues deducted shall be remitted to the Association treasurer.

**2. Process**

The Board shall make deductions from each member's pay during September through June pay periods in equal installments, the amounts totaling the current dues of the Association. All dues deducted by the Board shall be remitted to the Association treasurer no later than ten (10) calendar days after such deductions are made without any cost to the Association.

## **SECTION 5: GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A “Grievance” shall mean any claim by any employee, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this agreement: a violation of the right of the teacher to fair treatment; or a violation, misinterpretation, or misapplication of any established written policy or practice of the Board.
2. The term “days” shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 a.m., the day following the day on which the time limits are based. After the last day of the normal school year, a “day” shall be Monday through Friday, excluding holidays.

### **B. Procedures**

1. The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. A Trenton Education Association member may accompany the employee, if requested, to assist in the informal resolution of the grievance provided that the supervisor may request the presence of another administrator other than the Director. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

**Step 1:** The grievance will be presented in writing to the immediately involved supervisor who will arrange for a meeting to take place within six (6) working days after the receipt of the grievance. The grievant and the Association Representative, if the grievant so desires, and the immediately involved supervisor shall be present for the meeting and the supervisor may request the presence of another administrator other than the Director. Within six (6) days of the meeting, the grievant, the director and the Association shall be provided with supervisor’s written response, including the reasons for the decision. (Appendix A)

**Step 2:** If the grievance is not resolved at step 1, then the grievance may be presented to the Director of Schools within six (6) days after receipt of the Step 1 answer. The Director of Schools shall meet with the grievant and an Association representative, if the grievant so desires, within six (6) working days of the receipt of the grievance. If a satisfactory adjustment is not made at that meeting, the Director of Schools will respond to the grievance in writing within six (6) working days of the date of said grievance meeting. If the grievance is resolved to the satisfaction of the grievant at this step, no further action will be taken.

**Step 3:** If the grievance is not resolved at step 2, or the time limits expire without the issuance of the Director of Schools' written reply the grievant, with the Association approval may request a review by the Board of Education within seven (7) working days after the grievant receives a written decision or within ten (10) working days after the time limits for step 2 have expired. The request shall be made in writing through the Director of Schools, who shall attach all dated documents and forward the request to the Board of Education. The Board shall review the case; shall hold a hearing, if requested, with the employee and the Association representative; and shall render a decision in writing within ten (10) days of receipt of the grievance. Copies of the decision of the Board of Education shall be sent to the aggrieved employee, to the Director of Schools and to the Association.

**Step 4:** If the grievant and the Association are not satisfied with the disposition of the grievance at step 3 or the time limits expire without the issuance of the Board's written reply, the Association may submit the grievance to fact finding/advisory arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the step 3 answer, then the grievance shall be deemed withdrawn. The arbitrator's ruling will be advisory only.

- a. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrators which was not previously disclosed to the other party.
- b. The arbitrator shall have no power to alter the terms of this agreement.
- c. The arbitrator is empowered to recommend a resolution to the grievance.
- d. The fees and expenses of the arbitrator will be paid by the party filing the grievance.

#### **C. Advanced Step Filing**

1. If the grievant, the Association, and the Director of Schools agree, Step 1 of the grievances procedure may be bypassed and the grievance brought directly to Step 2.
2. Class grievances involving one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

#### **D. Representation**

1. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at the



appropriate level as outlined in this article, and no employee shall be required to discuss any grievance if the Association's representative is not present.

2. In the event that an employee chooses not to be represented by the Association in the processing of a grievance, the grievant shall state this in writing at the time of initial filing. In such case, the Association shall at the time of submission of the grievance to Step 1 supervisor in writing that the grievance is in process. Any resolution of this grievance shall not be inconsistent with the terms of this Agreement.

**E. Filing of Materials**

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievances(s) be alluded to in any communication between the administration and said prospective employer.

**F. No Reprisals**

No reprisals shall be taken by the board or Administration against an employee because of his participation in a grievance.

**G. General**

1. A grievance may be withdrawn at any level without establishing precedent.
2. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
3. The Board and the Association shall cooperate in the investigation of any grievance.
4. The grievance shall be deemed waived unless it is submitted within ten (10) working days after the aggrieved party knew of the event conditions on which the grievance is based.
5. If the grievant chooses not to have an Association representative present during the step one (1) or step (2) of the grievance procedure, the Association President shall be notified in writing by the grievant of the subject of the grievance and the result of the step one (1) and/or step two (2) hearing. Such notification shall be made by the administration within six (6) days after the date of the hearing(s).

## **SECTION 6: NEGOTIATIONS PROCEDURE**

In bargaining any successor agreement, the following, shall encompass the following ground rules and guidelines for negotiating.

- A.** The Association will notify the board in writing of its intent to open negotiations no later than April 1st. Upon receipt of the Letter of Intent, negotiations should begin no later than April 15th. The Board and the Association will mutually agree on the specific starting date.
- B.** Each negotiating team will have one chief spokesperson.
- C.** A meeting place will be mutually agreed upon with respect to the following:
  - 1.** Comfort, coffee, physical arrangements, restrooms, etc.
  - 2.** Accessibility of duplicating materials
  - 3.** Adequate space for negotiators and visitors
  - 4.** Each party shall have a caucus room with necessary equipment
- D.** Meeting dates and times will be mutually agreed upon and will be scheduled prior to the adjournment of the current meeting. Meeting times will last approximately two (2) hours unless real progress is being made.
- E.** Either party may use consultants or research people as it deems necessary during the negotiations process.
- F.** Initial proposals will be exchanged. The deadlines for submitting counter proposals will be the next bargaining session after the exchange of each side's bargaining proposals.
- G.** As tentative agreements are reached, they will be reduced to writing and signed by both parties: however, no tentative agreements are final until the entire package has been negotiated and ratified by both parties.
- H.** If impasse is declared, the declaring party must notify the other in writing.
- I.** When impasse is declared, the procedure as defined in TCA 49-5-613 shall be utilized.
- J.** Each team will be responsible for its own record keeping at each session.
- K.** The Negotiations process will not be undermined by the employer dealing with individual employees or another employee organization or vice versa.
- L.** Those items negotiated shall not infringe upon those duties and responsibilities considered administrative rights and responsibilities. These shall be all management rights and responsibilities as defined by the Tennessee Code Annotated, school board policies and procedures, and the rules and regulations promulgated by state and local officials which are not expressly surrendered or curtailed by the provisions of this agreement.

## **ARTICLE II: BASIC EMPLOYMENT CONDITIONS**

### **SECTION 1: TEACHING HOURS AND LOAD**

- A.** The workday for full-time licensed and professional staff will be a minimum of seven hours and thirty minutes, including a duty free lunch period, and will continue until professional responsibilities to the student and the school are completed. Administrative meetings, curriculum development, student supervision, assigned duties, parent conferences, group or individual planning and extra-curricular activities may require hours beyond the stated minimum. All efforts will be made to insure that afternoon faculty meetings begin as soon as possible after the student dismissal time and that the meetings are reasonable in length. Employees shall have the opportunity to suggest items for the agenda
- B.** Any teacher who is enrolled in a college or university course may be allowed to leave school at the close of the pupil's day on such days as the class meets provided it does not interfere with other assigned duties.
- C.** Teachers shall be allotted a duty-free planning period of two and one-half (2 1/2) hours each week to provide time for planning, preparation for effective teaching and attention to major program improvement. TCA 49-1-302.D.2

### **SECTION 2: NOTIFICATION OF ASSIGNMENTS**

It shall be understood by all certified employees that when they receive their contracts in May, that their assignments for the forthcoming year will remain the same as the current year unless otherwise notified. In the event of changes in such assignments, the proposed change shall be discussed with the employee affected, prior to the change.

### **SECTION 3: VACANCIES AND PROMOTIONS**

- A.** The Board and the Association agree that promotional positions are positions paying a salary differential above the regular employee salary schedule such as principals, assistant principals, supervision, or system wide employees, and that a vacancy is any newly created position, promotional position, or any position remaining vacant after all in system transfers are completed.

Notices of all vacancies will be posted on the official bulletin board in each school, sent via email and sent to the Association President as soon as the Director of Schools is formally aware of the existence of such vacancies. Such notices must remain posted at least five (5) days before the position is filled.

- B.** Such notices shall contain the date of posting, description of the position, the name and location of the school, essential job functions and other requirements of the position, the name of the person to whom the application is to be returned and the date by which the application is to be returned.
- C.** Consideration for transfers or promotions will be given to qualified certified employees already on staff before outside sources are sought.

- D. Any properly certified employee making application for a vacancy shall, upon request, be granted an interview

#### **SECTION 4: SUPERVISION OF STUDENT TEACHERS**

Procedures: The following procedures shall govern the supervision of student teachers:

- A. **Teaching Experience** – No certified professional employee shall have a student teacher under his/her supervision unless said employee holds a professional license and has completed as least one (1) year in his/her present position.
- B. **Voluntary Participation** – Supervision by an employee of a student teacher or student observer shall be voluntary. Each eligible employee shall notify the building principal at the beginning of the school year of their desire to participate in the student teacher program.(Appendix B)  
This notification shall not be construed as acceptance of any particular student teaching assignment. Each employee volunteering as supervising teacher shall have the opportunity to participate.
- C. **Eligibility to Teach** – A student teacher shall be permitted to teach unsupervised only in areas for which he/she will be eligible for certification and only after the approval of the cooperating teacher.
- D. **Substitution** – A student teacher shall be used as a substitute only in accordance with university criteria.
- E. **Compensation for Student Teacher Supervision** – Cooperating teachers shall have first option of using hours earned through the University for directing student teachers. All such teachers must meet established program criteria. Teachers not desiring to participate in the program shall sign a “waiver” to that affect immediately upon completion of the student teacher assignment. Hours waived will be offered to other professional employees system-wide. Professional employees will be notified of any available hours at the end of each supervisory term.
- F. **Hours-** Employees wishing to use accumulated hours will make written notification to the director of Schools. In the event more than one person is interested in the hours selection will be made by the Director of Schools or his designee. (Appendix C)
- G. **Student’s Grades** – The grades of students in the class taught by a student teacher will be given only with the cooperation of the supervising teacher.

### **ARTICLE III: TEACHER INPUT**

#### **SECTION 1: COMMITTEES**

- A. Input shall be defined for the purpose of this contract to include the opportunity to have recorded comments (oral or written) by teachers to the Board on those issues (terms and conditions) enumerated below:
  - 1. In-Service Programs
  - 2. School Calendar
  - 3. Student Discipline
  - 4. Crisis Committee
  - 5. Communications Committee

- B. The principal and an Association representative shall develop a slate of candidates for each committee. Members of the respective committees will be selected by a majority vote of each faculty. **The Crisis Committee has the responsibility of hearing the appeals of those denied Crisis Leave in accordance with current Board Policy 5.301. Crisis Committee members who work in the same school as the appellant, will recuse themselves from the deliberations of their co-worker's appeal, and will be replaced by two principals from the other schools for the hearing of that appeal only.**

## **SECTION 2: BOARD MEETINGS**

- A. The Association shall have an automatic place on the Board agenda for each monthly meeting. All written comments shall be presented to the Director's office five (5) days prior to the regularly scheduled Board meeting.

## **ARTICLE IV: EMPLOYEE'S RIGHT**

### **SECTION 1: PERSONNEL FILES**

#### **A. Contents**

1. The school system agrees not to establish any separate personnel file, which is not available for the employee's inspection.
2. Grievances, grievance answers, and materials directly related to contract grievances shall not be maintained in personnel files.
3. No anonymous material shall be maintained in an employee's personnel file

#### **B. Maintenance**

1. The school system shall maintain the employee's personnel file at the central office.
2. Any employee shall be provided any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the material and to prepare a written response to such material.
3. The person or persons who draft and/or place materials in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
4. Each personnel file shall contain a log of dates and names of persons who have made requests to see the file outside authorized personnel.
5. In the event that the Board removes any material from an employee's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.
6. Administrative files shall be maintained in the principal's office.

**C. Access to files**

An employee shall have the right, immediately upon request, to review the contents of his/her personnel/ administrative files and to receive copies of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such a review. Upon written authorization by the employee, a representative of the Association shall have the right to examine and/or obtain copies of materials in an employee's personnel file.

**D. Use of Files**

The Board shall not base any adverse action against an employee upon materials which are contained in such employee's file unless said materials were placed in the files at the time the administration knew of the incident giving rise to such materials and the employee had been notified at such time that materials were being placed in the file.

**SECTION 2: FAIR TREATMENT**

**A. Notification of Deficiencies**

1. The Board, in recognition of the concept of progressive improvement, shall require notification to an employee orally/and or in writing of any alleged deficiencies, shall indicate expected correction and shall indicate a reasonable period of correction.
2. No tenured certified professional employee shall be dismissed or suspended except as provided in the Tennessee Teacher Tenure Law. (TCA 49-5-501 through 49-5-513)

**B. Right of Representation**

1. An employee shall have the option to have an Association representative present for the purpose of advice and counsel when he/she is being reprimanded warned or disciplined for any infraction of rules or delinquency in professional performance when such matters could adversely affect the employee's employment status. Representation for the purposes of this section shall not be confused with representation described in the Grievance Procedure, as this is an administrative instituted action rather than an employee action. Under these provisions, employee protection is best served by Association representation.
2. When an employee requests representation, no action shall be taken with respect to the employee until such representative of the Association has been given the opportunity to be present.

**C. Due Process**

1. No employee during the term of his/her contract shall be discharged, suspended, disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause.
2. All information forming the basis for the disciplinary action will be made available to the employee.

#### **D. Non-Discrimination**

The Association and the Board agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, color, creed, religion, national origin, age, sex, domicile, marital status, or physical handicap. Further, there shall be no discrimination against any employee because of his/her membership in the Association, his/her participation in any activities of the Association or collective bargaining with the Board, or his/her institution of any grievance, complaint or proceedings under this Agreement, or law or otherwise with respect to any terms or conditions of employment.

### **SECTION 3: COMPLAINT PROCEDURE**

#### **A. Procedural Requirement**

Any complaints regarding an employee, whether it be job performance or otherwise, made to a member of the administration by a parent, student, an employee or other person shall be processed according to the "Complaint Procedure".

#### **B. Procedure**

1. The principal or the employee's immediate supervisor shall meet with the employee to apprise the employee of the nature of the complaint. They may then schedule a meeting with the employee and the complainant in an effort to resolve the complaint at this level.
2. If the complaint cannot be resolved at this level, the principal will inform the Director of Schools of the nature of the complaint and submit the appropriate complaint form. (Appendix E) Note: The form "Appendix E" shall become Appendix E of the contract and shall not be changed except by mutual agreement between the Board and the Association.
3. The Director of Schools or his designee shall then schedule a meeting with the employee and the complainant, either together or separately, in an effort to resolve the complaint.
4. The employee shall have the right to be accompanied by an Association representative if they so desire anytime after Step 2. If after Step 3, the complaint has not been resolved, the Director of Schools will submit a disposition of the complaint in writing to both parties. If a decision is made to enter any materials regarding the complaint in the employee's personnel file, the employee shall have the right to respond in writing to any complaint or disposition kept in said file. No complaint shall be placed in an employee's personnel file unless it is investigated and accompanied by a written disposition by the Director of Schools.

## **ARTICLE V: EMPLOYEE LEAVE**

### **SECTION 1: SICK LEAVE**

Each employee shall be entitled to one (1) sick leave day for each month taught without loss of pay. Sick leave shall accumulate without limit. Sick leave shall be interpreted to mean leave of absence because of: illness of teacher from natural causes or accident, quarantine, or illness or death of member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, great-grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

### **SECTION 2: PERSONAL AND PROFESSIONAL LEAVE**

**A. State Leave** - Such leave will be granted in accordance with TCA 49-5-711

1. Under policies adopted by the local board of education, a teacher shall be allowed personal and professional leave earned at the rate of one (1) day for each half year (1/2) employed. A teacher may not take more than two (2) days of personal/professional leave prior to having earned it, but it shall be charged against the teacher's year's allowance.
2. Any personal/professional leave remaining unused at the end of the year shall be credited to that teacher as sick leave
3. If the teacher has been absent for more days than the teacher had accumulated or earned leave for, through the current school year, there shall be deducted from the remaining salary warrants of such teacher a prorated amount sufficient to cover the excess days used by the teacher.
4. Personal leave is intended to be used for personal reasons. Subject to the following conditions, it can be taken at the discretion of the teacher, who shall not be required to give reasons for the use of any personal leave. The approval of the principal, the Director of Schools, or the Board of Education shall be required under the following conditions:
  - a. If more than ten percent (10%) of the teachers in any given school request its use on the same day; provided, that on making this calculation, any major fraction shall be considered as one (1); in schools of five (5) teachers or less, one (1) teacher may take personal leave at such teacher's discretion
  - b. If personal leave is requested during any prior established student examination period
  - c. If personal leave is requested on the day immediately preceding or following a holiday or vacation period
5. Except in an emergency, a teacher shall give at least one (1) day's advance notice of intent to take a personal leave.

**B. Longevity Leave** - An additional leave day will be granted to all certified personnel with a least ten (10) years experience with the Trenton Special School District, or fifteen (15) years experience overall. The same criteria may be used in granting this day as utilized in granting the two (2) state approved days.



### **SECTION 3: CRISIS LEAVE**

Certified employees may be granted up to two (2) working days “Crisis Leave”. Such leave may be used for a situation that may be termed a “Family or Personal Crisis”. Leave will be granted on a case by case basis and should pertain to situations not covered by other leave provisions. An explanation of purpose shall be made in writing to the principals’ office. If the leave application is denied, the professional employee may appeal the decision to the District Wide Crisis Committee in accordance with the current Board Policy 5.301 (Appendix D). The form Appendix E shall become part of the contract and shall not be changed except by mutual agreement between the Board and the Association.

### **SECTION 4: STUDENT SUPERVISION LEAVE**

All teachers shall be granted leave, if approved in advance, without loss of pay, for supervision of students who are participating in approved conventions, competitions, or contests connected with any area of curriculum or school sponsored organizations.

### **SECTION 5: RELIGIOUS LEAVE**

Any certified professional employee whose religious affiliation in a legally recognized religion requires the observance of holidays other than those scheduled in the school calendar shall be excused by the principal and shall suffer no loss of pay or benefits.

### **SECTION 6: MATERNITY LEAVE/UNPAID LEAVE**

- A. Maternity leave shall be granted in accordance with provisions in TCA 49-5-710 as amended.
- B. An employee shall be granted, upon request, up to twelve (12) weeks unpaid leave for the birth or adoption of a child or care of a child, spouse, or parent who has a serious health condition. (Any female requesting leave due to pregnancy and childbirth shall be granted at least four (4) months leave.)
- C. Any employee on maternity leave shall be permitted to use accumulated sick leave during the period of actual physical disability only. Otherwise, maternity leave shall be unpaid leave. A physician’s statement may be required. A teacher may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive parents are teachers, only one parent may request leave. Written verification from the adoption agency or other entity handling the adoption shall be required before leave is granted.

### **SECTION 7: FAMILY AND MEDICAL LEAVE**

Employees eligible under the Family and Medical Leave Act of 1993 (FMLA) may be entitled for up to twelve (12) weeks of unpaid leave annually between July 1 and June 30, for the birth or placement of a child for adoption or foster care: to care for an immediate family member with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition. An employee requesting FMLA leave shall be provided written guidance concerning employee rights and obligations under FMLA. The Family and Medical Leave Act shall be posted in a conspicuous place in each school.

**SECTION 8: RECUPERATION OF HEALTH**

A leave of absence shall be granted of up to twelve (12) months to any professional employee upon application to and approval by the Director of Schools. The leave may be extended to a later specified date upon written request from the teacher to the Director of Schools.

**SECTION 9: EDUCATIONAL IMPROVEMENT**

A leave of absence without pay of up to one (1) year shall be granted to any certified professional employee, upon application, for the purpose of engaging in study at an accredited college or university related to professional responsibilities. Certified professional employees requesting Educational Improvement Leave shall apply in writing to the Director of Schools before April 15<sup>th</sup> of the current school year for consideration.

**SECTION 10: ASSOCIATION LEAVE**

The Association shall be granted two (2) days or four (4) half days of leave for the purpose of attending the Representative Assembly. The same criteria used to grant personal/professional leave shall be used in granting Association leave.

**SECTION 11: RETURN RIGHTS**

An employee on approved extended leave for twelve (12) months or less shall return to previously assigned duties. Upon returning to employment, the employee shall assume all previous rights and privileges.

**SECTION 12: JURY / LEGAL**

Any certified employee called for jury duty or subpoenaed to appear in court during school hours shall be granted leave by the board with no loss in pay or benefits. Any fees or remuneration the employee receives during such leave shall be turned over to the Trenton Special School District.

**SECTION 13: SICK LEAVE BANK**

The Board and Association agree to establish a sick leave bank according to the provisions of Tennessee Code Annotated 49-5-801 through 49-5-810, if the required number of signatures is secured. The initial solicitation of teachers for the Sick Leave Bank will be the responsibility of the Association.

## **ARTICLE VI: STUDENT DISCIPLINE/SAFETY**

**Assaults on professional employees or students will not be condoned or tolerated.**

### **SECTION 1: BOARD POLICIES**

Board policies governing student discipline, including suspension, expulsion and the use of corporal punishment of students, shall be distributed to students, professional employees, and parents at the beginning of each school year.

Each building principal shall discuss procedures for enforcing disciplinary policies within his/her particular building at the beginning of each school year.

### **SECTION 2: CLASSROOM CONTROL**

A professional employee may request that a principal or his/ designee temporarily remove a student from class for disciplinary reasons. This may occur, when, in the judgment of the employee, the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. The employee will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident in writing.

Procedures for suspension and expulsion of pupils from school shall be in accordance with Tennessee Code Annotated 49-6-3401 (See employee handbook)

This section shall not interfere with the due process rights of regular or special education students.

### **SECTION 3: DISCIPLINARY RECORDS**

A duplicate written record of a serious disciplinary action or request for such action shall be made by the certified professional employee and a copy maintained for school records by the principal.

### **SECTION 4: LEGAL ACTION AGAINST AN EMPLOYEE**

The Board agrees to provide Legal Liability coverage for each employee with a policy limit of \$1,000,000 each loss and \$1,000,000 aggregate per policy year.

### **SECTION 5: USE OF REASONABLE FORCE**

An employee may during school hours and school-related activities use and apply such amount of force as reasonable and necessary to protect himself/herself or a student from attack or injury. Any such alleged assault shall be reported to the principal and/or supervisor.

## **ARTICLE VII: EMPLOYEE COMPENSATION**

### **SECTION 1: FULL EXPERIENCE CREDIT**

The employee shall be awarded full credit for teaching experience outside the Trenton Special School District subject to qualifications set forth and specified by Tennessee State Labor State Board rules and regulations.

### **SECTION 2: PAYROLL INSTALLMENTS**

Each employee shall be paid on the basis of twelve (12) monthly payments.

### **SECTION 3: SALARY SCHEDULE**

- A.** For the 2008-2009 school year, the Board agrees to add 1% to the 2007-2008 salary schedule. All bargaining unit members shall advance one (1) vertical step on the salary schedule, except those whose placement is at the maximum step for their lane. The increase will be reflected in the schedule which will be incorporated in and attached to this agreement at Appendix F.
- B.** All professional employees with twenty five (25) years experience and above shall receive a \$500 yearly longevity supplement. The yearly longevity supplement will be remitted in the November payroll disbursement.
- C.** The Trenton Special School District shall pay each certified employee a bonus of \$415. This bonus shall be included in the regular paycheck immediately following the state's disbursement of the funds designated for the bonus. This is for the 2008-2009 school year only.

### **SECTION 4: EXPENSES FOR TRAVELING EMPLOYEES**

Certified professional personnel who are requested to use their automobiles in the performance of their duties shall be reimbursed for trips outside the school district at the current state rate of reimbursement.

### **SECTION 5: INDIVIDUAL CONTRACTS**

The terms and conditions of this agreement shall be reflected in individual contracts or employment agreements.

### **SECTION 6: HEALTH INSURANCE**

- A.** The Board will pay \$115.00 per month for twelve (12) months toward the cost of the individual or family premiums for each employee participating in the state sponsored program.
- B.** The Board may make a "cafeteria plan" available to each employee covered by health insurance.

### **SECTION 7: RETIREMENT BENEFITS:**

The following represent two levels of insurance benefits for retired employees:

- Level 1:** 30 years experience with TSSD (teaching experience – not sick leave)
- Level 2:** Less than 30 years experience with TSSD

- A. Employees with 30 years experience in TSSD and drawing a monthly check from TCRS.

CALCULATION: Any teacher who has thirty (30) or more years of experience in TSSD and who has retired from TSSD is eligible for up to 100% payment of the individual health insurance premium provided to employees and in effect for the employees at the time of retirement until he/she is Medicare eligible.

- B. Retired employees with less than 30 years experience with TSSD, who are at least 50 years of age, and who are drawing a monthly check from TCRS.

CALCULATION: The amount is prorated using thirty (30) years as the denominator to determine the % of premium paid by TSSD to the individual until Medicare eligible.

$$\frac{(\text{Years of Service in TSSD})}{30}$$

$$\times \text{Individual Hospitalization Premium} - (\text{Minus}) \text{State Portion} = (\text{equals}) \text{Amount Paid by TSSD}$$

- C. To qualify, the member must have at least state required years of state employment and with at least three years of insurance coverage in the State Group Insurance Plan immediately prior to the retirement. Retirees with at least 20 years or more of state employment must have been covered by the State Group Insurance Plan at least one year immediately prior to retirement.

\*Employees with the Gibson County School System continued as TSSD employees after formation of TSSD are eligible as TSSD employees.

**SECTION 8: WORKMAN’S COMPENSATION**

The Board agrees to provide Workman’s Compensation coverage for each employee.

**SECTION 9: PHYSICAL EXAMINATION**

Beginning teachers will be required to have an initial physical examination before they are initially employed. However, the Board reserves the right to require a medical examination of any employee if there is a reason to believe that he/she is capable of performing his/her assigned duties.

**SECTION 10: DIFFERENTIATED PAY**

*This plan will not go into effect until the State of Tennessee gives the TSSD money specifically for Differentiated Pay. This differentiated pay schedule shall be reviewed yearly.*

- A. **Recruitment of New Teachers**

The TSSD will pay new teachers a sum of \$1000 per year for up to 2 years if that teacher is hired to fill a hard to staff position as defined by the Director of

Schools. The Director of Schools shall notify the Association President which positions are designated as hard to staff positions.

## **B. Retention of Teachers**

### **1. National Board Certification**

Teachers that become Nationally Board Certified will be paid a one time bonus of \$5,000 if the teacher notifies and provides proper documentation to the central office by July 1<sup>st</sup>. A teacher that is paid this bonus must agree to stay in the TSSD for a minimum of 3 years after the bonus was given or repay the prorated difference. Up to 5 teachers per year may receive this bonus and will be paid on a first come basis. A TSSD teacher who renews the National Board Certification for a second ten year term is eligible for a \$2,500 bonus under the same rules listed above.

### **2. Intersession Bonus**

Teachers who teach a second intersession, if requested by the director shall receive a \$1,000 bonus after proper submission of required documentation. The bonus shall be remitted in the next pay check following the close of each intersession.

### **3. PRAXIS Reimbursement**

The TSSD shall reimburse cost of the PRAXIS exam, up to \$200, if request is made by the Director of Schools for a current certified teacher to become certified or highly qualified in an area deemed by the Director of Schools to be a hard to fill position. This reimbursement shall be for the cost of the PRAXIS test for the specific subject area only and may NOT be used for any certification other than classroom teaching certifications.

## **SECTION 11: ADMINISTRATIVE SUPPLEMENTS**

The TSSD Board of Trustees shall provide the Trenton Education Association a list of all administrative supplements paid by the Board. This list shall include each position that receives an administrative supplement and the amount each position is paid. **The list shall become Appendix G of the contract, and the supplements included in Appendix G shall not be changed except by the mutual agreement between the Director of Schools and the Association President.**

## **ARTICLE VIII: EFFECT OF AGREEMENT**

### **SECTION 1: COMPLETE UNDERSTANDING**

The 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 any matter, whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

## **SECTION 2: TERM OF AGREEMENT**

This Agreement shall be effective July 1, 2008 and shall continue until June 30, 2011. The employee compensation portion for salary and/or insurance will be open for negotiations by April 1, 2009 for the second year of the contract and by April 1, 2010 for the third year of the contract. Any negotiable bonuses or one-time monies may be negotiated annually. Such negotiations will take place pursuant to Article 1, SECTION 6 A. 1. a.

## **SECTION 3: SAVINGS CLAUSE**

Should any article or section or clause of this agreement be declared illegal by a court of competent jurisdiction, or is found to be in violation of the Tennessee Code, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

## **SECTIONS 4: PRINTING AGREEMENT**

This Agreement shall be presented to all certified professional employees who are now or who will be employed by the Board. The expenses for printing this Agreement shall be shared equally by the Board and the Association.

## **SECTION 5: IMPLEMENTATION OF AGREEMENT**

It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE IX: WORKPLACE VIOLENCE**

Since workplace violence is a universal concern, written procedures will be established to address this concern that will include violence against teachers by students, parents, or other teachers. A committee consisting of three (3) members appointed by the Board and three (3) members appointed by the Association will develop procedures to address this issue. This committee will be established immediately. After these procedures have been approved by both parties, they will be inserted into the contract via an insert.

## Workplace Violence

The Board of Trustees of the Trenton Special School district invites parental and community involvement. The Board recognizes that the vast majority of input received will be of a constructive and well-meaning nature. However, this policy is designated to address those rare instance where that is not the case.

While it is not the Board's intent to deny an individual's right to the freedom of expression, it does however, have the responsibility to maintain, to the extent possible and reasonable, safe, harassment-free schools and workplaces for students and staff and to minimize disruptions to the District's programs.

### Preparation of Employees

The superintendent/designee shall implement intervention and response training to notify employees of this policy and make them aware of the District's expectations of them, as well as, preparing them to deal with incidents of incivility from students, parents, or visitors on District property.

### Behavior Standards

Students, parents, or visitors coming onto District property shall be under the authority of the site administrator/designee.

All District employees are expected to be courteous, respectful, and helpful in interacting and responding to students, parents, visitors, and members of the public. In turn, students, parents, visitors and the general public are also expected to act accordingly.

Specific actions that will not be tolerated and may necessitate further action include, but are not limited to:

- a. Cursing and the use of obscenities
- b. Disrupting or threatening to disrupt school operations
- c. Acting in an unsafe manner that could threaten the health and welfare or safety of students, teachers, and other employees
- d. Threats or other gestures indicating intent to harm an individual or property and
- e. Physical attacks on teachers or other District employees or damage to employee property

Students guilty of such actions may be arrested, suspended, expelled, cited into court, and any other punitive measures deemed appropriate for the offense. Parents, visitors, or members of the general public may be arrested, barred for District property and/or prosecuted to the fullest extent of the law.

At the same time, employees who fail to observe these standards in their own behavior shall be subject to appropriate disciplinary action or dismissal by the superintendent/designee.



### Employee Responses

An employee shall submit to their immediate supervisor, as soon as possible, a written account of all such occurrences. The Superintendent/designee, the immediate supervisor, and a representative of the Association shall then decide the course of action to be taken. In addition to the action, the District may take, the individual employee is also free to pursue his/her own legal options.

### Violent Acts

Any employee injured by a violent act perpetrated by a student, parent, or visitor while in the performance of their assigned duties shall receive regular salary for the period of absence up to five (5) working days without loss of sick or accumulated leave. However, in cases of extreme bodily injury, the Board may consider extending the paid leave of absence upon written request of the employee that is also accompanied by medical documentation from the attending physician.

An employee may, within the scope of their employment, use and apply such force as is reasonable to protect themselves or to quell a disturbance that threatens the safety and well being of others; or to obtain possession of weapons or other dangerous objects. No disciplinary action will be taken against an employee if they decide that further intervention is too dangerous, as long as, they have made all reasonable efforts to stop the violent act.

Violence perpetrated against an employee off District property, but directly related to an incident or incidents occurring on District property and in the scope of the employee's employment, will be treated the same as if it occurred on District property.

A violent act perpetrated against an employee by another employee will also be dealt with within the scope of this policy. The employee guilty of the offense is subject to suspension, termination, or any other punitive measures deemed appropriate for the offense.

### Safety Recommendations

- a. Metal detectors at all schools to be used at the discretion of the building administrator/designee
- b. Picture I.D.'s for all District employees
- c. Two-way communication or alert system in all classrooms to the extent possible
- d. Walkie Talkie's for all custodial staff and building administrators (at the expense of the school)
- e. Employee parking stickers to be purchased and issued by Central Office each year
- f. All school employees should, as occurrences dictate, greet strangers entering the building and inquire as to whether they may help them. This ensures that no person, foreign to the environment, is allowed to roam the premises unnoticed and unchallenged.

# Appendix A

## Trenton Education Association Grievance Form (due in triplicate)

Teacher's Name \_\_\_\_\_ School \_\_\_\_\_

Teaching Assignment \_\_\_\_\_

Date of alleged violation(s) \_\_\_\_\_ Date grievance filed \_\_\_\_\_

Nature of grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific provision(s) of contract, fair treatment, or board policy alleged to be violated

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific relief sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

### Step 1 Disposition of Immediate Supervisor

Date received \_\_\_\_\_ Date meeting held \_\_\_\_\_

Response \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Immediate Supervisor/date

Grievance Resolved: Yes \_\_\_\_\_ No \_\_\_\_\_

Appealed to Director Step II: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher/date

Copy to:  
Grievant, Director, Association

---

**Step II Disposition of Director of Schools**

Date received \_\_\_\_\_ Date meeting held \_\_\_\_\_

Response \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Director/date

Grievance Resolved: Yes \_\_\_\_\_ No \_\_\_\_\_

To Appeal to Step III: Board Hearing, Trenton Education Association must concur with grievant.

Appealed to Board Hearing Step III: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature of Association President or Grievance Chair/date

\_\_\_\_\_  
Signature of Teacher/date

Copy to:  
Grievant  
Trenton Education Association  
Director

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**Step III Disposition of Board of Education**

**Date received** \_\_\_\_\_ **Date meeting held** \_\_\_\_\_

**Response** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Board Chair/date**

**Grievance Resolved: Yes** \_\_\_\_ **No** \_\_\_\_

**Treton Education Association must be the entity to submit a grievance to an Arbitrator. An individual shall not submit a grievance to an arbitrator.**

**Grievance submitted to the American Arbitration Association: Yes** \_\_\_\_ **No** \_\_\_\_

**Copy to:**  
**Grievant**  
**Trenton Education Association**  
**Director**

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**Step IV Disposition of Arbitrator**

**Date received** \_\_\_\_\_ **Date meeting held** \_\_\_\_\_

**Response** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Arbitrator/date**

**Grievance Resolved: Yes** \_\_\_\_\_ **No** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Grievant/date**

\_\_\_\_\_  
**Signature of Association Representative/date**

**Copy to: Grievant**  
**Trenton Education Association**  
**Director of Schools**

**APPENDIX B**

**Request for Student Teacher**

**NAME** \_\_\_\_\_

**SCHOOL** \_\_\_\_\_

**GRADE LEVEL/SUBJECT TAUGHT** \_\_\_\_\_

**YEARS IN CURRENT POSITION** \_\_\_\_\_

\_\_\_\_ **I am interested in supervising a student teacher this year.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**APPENDIX C**

**USAGE OF COLLEGE CREDIT HOURS**

\_\_\_\_\_ **I will accept the hours given by the University for supervising a student teacher. I plan to enroll in a course at the University.**

\_\_\_\_\_ **I do not plan on taking a college class. I “waive” the hours given by the University for supervising a student teacher to the system for distribution.**

**Signature**\_\_\_\_\_ **Date**\_\_\_\_\_





**APPENDIX E**

**Complaint Form**

School \_\_\_\_\_ Date \_\_\_\_\_

Complainant \_\_\_\_\_ Phone \_\_\_\_\_

Student \_\_\_\_\_ Grade Level \_\_\_\_\_

Teacher involved \_\_\_\_\_

Please give a detailed explanation to each question that applies to this situation. If the question does not apply, write NA (not applicable)

1. Description of the issue

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A. Specific Concerns

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. List documentation of events, dates, people involved, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. List possible resolutions to the complaint

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. List any other information that is significant to the issue

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Complainant

**APPENDIX F**  
 2010 – 2011 Salary Schedule  
 Trenton Special School District  
 Licensed Instructional Personnel

<b>Experience</b>	<b>BA</b>	<b>MA</b>	<b>MA + 45</b>	<b>EDS</b>	<b>EDD/PhD</b>
<b>0</b>	<b>31,788</b>	<b>34,018</b>	<b>36,210</b>	<b>36,660</b>	<b>39,790</b>
<b>1</b>	<b>32,927</b>	<b>35,191</b>	<b>37,405</b>	<b>37,215</b>	<b>40,350</b>
<b>2</b>	<b>33,017</b>	<b>35,276</b>	<b>37,521</b>	<b>37,215</b>	<b>40,350</b>
<b>3</b>	<b>33,121</b>	<b>35,429</b>	<b>37,646</b>	<b>37,810</b>	<b>41,015</b>
<b>4</b>	<b>33,445</b>	<b>35,804</b>	<b>38,028</b>	<b>38,565</b>	<b>41,860</b>
<b>5</b>	<b>33,926</b>	<b>36,383</b>	<b>38,641</b>	<b>39,360</b>	<b>42,710</b>
<b>6</b>	<b>34,357</b>	<b>37,345</b>	<b>39,658</b>	<b>40,420</b>	<b>43,865</b>
<b>7</b>	<b>34,768</b>	<b>38,138</b>	<b>40,477</b>	<b>41,275</b>	<b>44,785</b>
<b>8</b>	<b>35,265</b>	<b>39,251</b>	<b>41,641</b>	<b>42,485</b>	<b>46,125</b>
<b>9</b>	<b>35,991</b>	<b>40,075</b>	<b>42,521</b>	<b>43,395</b>	<b>47,110</b>
<b>10</b>	<b>36,144</b>	<b>40,258</b>	<b>42,715</b>	<b>44,448</b>	<b>47,285</b>
<b>11</b>	<b>36,906</b>	<b>41,112</b>	<b>43,620</b>	<b>45,383</b>	<b>48,280</b>
<b>12</b>	<b>37,075</b>	<b>41,285</b>	<b>43,782</b>	<b>45,572</b>	<b>48,480</b>
<b>13</b>	<b>37,833</b>	<b>42,164</b>	<b>44,718</b>	<b>46,527</b>	<b>49,510</b>
<b>14</b>	<b>38,006</b>	<b>42,363</b>	<b>44,895</b>	<b>46,715</b>	<b>49,685</b>
<b>15</b>	<b>38,799</b>	<b>43,253</b>	<b>45,831</b>	<b>47,708</b>	<b>50,740</b>
<b>16</b>	<b>38,903</b>	<b>43,357</b>	<b>45,935</b>	<b>47,812</b>	<b>50,740</b>
<b>17</b>	<b>39,538</b>	<b>44,099</b>	<b>46,722</b>	<b>48,640</b>	<b>51,645</b>
<b>18</b>	<b>39,538</b>	<b>44,099</b>	<b>46,722</b>	<b>48,640</b>	<b>51,645</b>
<b>19</b>	<b>40,189</b>	<b>44,847</b>	<b>47,527</b>	<b>49,485</b>	<b>53,716</b>
<b>20</b>	<b>40,189</b>	<b>44,847</b>	<b>47,527</b>	<b>49,485</b>	<b>53,716</b>

This schedule includes a \$625 increase on the 2009-2010 total salary.

All Career Ladder monies to be paid in accordance with State directives.

**Longevity Schedule**

- A. In years 16 – 20, an additional \$250 will be paid in the November check.
- B. In years 21 – 25, an additional \$400 will be paid in the November check.
- C. In years 26 and above, an additional \$650 will be paid in the November check.

## APPENDIX G

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### Computation of Principals' Salary Schedule

2008-2009

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1. Salary earned on current 10 month teacher salary schedule.
2. State increments for serving as principal.
3. 1/10 above salary for each month worked in summer.
4. Supplement for serving as principal as listed:

Elementary	\$5744
Assistant	.05%
Middle	\$7494
Assistant	.07%
High	\$9785
Assistant	.10%

Administrative Supplement = Up to Career Ladder III

---

### Computation of Supervisors' Salary Schedule

2008-2009

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1. Salary earned on current 10 month teacher salary schedule
2. 1/10 above salary for each month worked in summer.
3. Supplement earned for serving as supervisor to be average of supplement for principals. (Present schedule \$7674)
4. \$200 per year for each year served as supervisor
5. Any state supplements for supervisor except Career Ladder.
6. Administrative supplements to equal up to Career Ladder III.

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### Computation of Directors' Salary Schedule

2008-2009

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1. ½ of Supervisors calculated supplement.

Revised July 2005