

## **NEWARK TEACHERS UNION**

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**TEACHER – CLERK  
July 1, 2010 - June 30, 2015**

# NEWARK TEACHERS UNION



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# NEWARK TEACHERS UNION



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## **DECLARATION OF INTENT**

The Newark Public Schools and the Union declare their intent to cooperate in their common aims to achieve educational excellence in the Newark Public School System, and in the achievement of that objective recognize the fundamental necessities of the children and the legitimate expectations of the community.

## **AGREEMENT**

This Agreement is made and entered into effective as of the 1st day of July 2010 by and between the STATE-OPERATED SCHOOL DISTRICT OF NEWARK IN THE COUNTY OF ESSEX (hereinafter referred to as the "NEWARK PUBLIC SCHOOLS" or "District" and the NEWARK TEACHERS UNION, LOCAL 481, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, (hereinafter referred to as the "Union").

## **ARTICLE I - RECOGNITION OF NTU AS BARGAINING AGENT**

### **SECTION 1 CATEGORIES OF NTU MEMBERS**

The Newark Public Schools hereby recognizes the Union as the exclusive collective negotiations representatives pursuant to N.J.S.A. 34: 13A-1 et seq., known as the New Jersey Employer-Employee Relations Act, for the purpose of the collective negotiations concerning the terms and conditions of employment of employees of the Newark Public Schools in the unit consisting of the following categories of employment: teachers, itinerant teachers, homebound teachers, recreation teachers, speech language specialist, athletic trainer, middle school drug and safety coordinator, job developer, middle school drug prevention and safety coordinator, prevention specialist, licensed practical nurse, literacy coach, remedial reading teachers, staff developers, librarians, drop out counselors, guidance counselors, regular teachers teaching four (4) nights per week in Newark Evening High School, coordinators having permanent status as teachers, resource teachers, learning disability teacher consultants, social workers, psychologists, attendance counselors, court representatives, special investigators, consulting psychiatrists, occupational therapist, physical therapist, program assistant, research assistant, audiologist, pianist, substance abuse coordinators, clerk stenographer (school), physical therapist assistant, text book clerk and assistant text book clerk in the Newark Evening High School, parent liaisons, parent involvement community specialists and interpreters but excluding department chairpersons, acting department chairpersons, head guidance counselors, vice principals, principals, acting vice principals, acting principals, directors, assistant superintendents, superintendents, laboratory assistants, nurses, maintenance workers, cafeteria workers, security guards, per diem substitutes with thirty (30) days non-consecutive service in the same position who are not Newark Public Schools appointed, teacher and school aides, and all permanent, acting, temporary or provisional supervisory employees.

### **SECTION 2 DEFINITION OF EMPLOYEE**

The term "employee" as hereinafter used means a person employed by the Newark Public Schools in any positions listed as being represented by the Union in Section I of this Article. In such instances where a provision applies only to certain categories of employment and not to others, the specific title of the category of the employment shall be applicable and exclusive to said title and category.

## **SECTION 3 EQUAL REPRESENTATION BY NTU**

The Union agrees to represent equally all members of the above-defined unit.

## **ARTICLE II - NON-DISCRIMINATION POLICY**

### **SECTION 1 NON-DISCRIMINATION POLICY STATEMENT**

The parties agree to follow a policy of not discriminating against any employee or applicant for employment on the basis of race, color, creed, national origin, ancestry, sex, marital status, sexual orientation, military status, or membership or participation in or association with the activities of any employee organization.

### **SECTION 2 EMPLOYEE APPLICATION PROCESS**

The Newark Public Schools agrees that employment application forms and oral interview procedures shall contain no reference to the applicant's membership in any employee organization nor shall Newark Public Schools discriminate for or against applicants for employment on the basis of race, color, national origin, religion, sex, sexual orientation, age, or disability.

## **ARTICLE III - GRIEVANCES**

The prompt, informal and confidential adjustment of grievances is encouraged, and therefore the following procedure to accomplish this purpose is hereby established.

### **SECTION 1 DEFINITIONS**

#### **A. DEFINITION OF GRIEVANCE**

A grievance is a complaint by an employee that (1) he/she has been treated unfairly or inequitably by reason of any act or condition, including those relative to employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, or (2) there has been as to him/her a violation, misinterpretation or misapplication of the provisions of this Agreement or any of the existing rules, regulations or orders of The Newark Public Schools or the New Jersey State Department of Education having the force and effect of law with the exception of items identified as non-grievable (e.g., Article V, Section 8, K and L).

#### **B. DEFINITION OF EMPLOYEE**

As used in this Article the term "employee" applies to an individual employee and also to a group of employees having the same grievance.

#### **C. NTU RIGHT TO INITIATE, PROCESS & APPEAL GRIEVANCES**

The Union shall have the right to initiate and process grievances which may be initiated and processed by an aggrieved employee under the provision of Section 1-A of this Article, and shall have the right to appeal from the disposition of any grievance at any step.

## **SECTION 2 GRIEVANCE PROCEDURES**

### **A. NTU REPRESENTATION**

In the presenting and processing of grievances, the employee may be represented, at their own expense, by a person of his/her own choosing, except that s/he may not be represented by any employee organization or by an officer or representative of any employee organization other than the Union. In the event that a grievance is carried to Step 2, the Union shall be immediately notified.

### **B. TIMELINES AND GUIDELINES FOR MEETINGS & HEARINGS**

The time for a meeting or a hearing at all steps other than step 1, within the prescribed time limit, shall be fixed by mutual agreement. In all cases (subject to the provisions of Step 1 below), a representative of the Union shall have the right to be present and to present the Union's view at each step of the grievance procedure. Any notice to be given by an employee under the provisions of Section 2 of this Article may be given for them with their consent by the Union.

#### **Step 1 INFORMAL CONFERENCE**

The Employee, and if the employee so desires, a Union representative, shall first discuss the problem with his/her immediate administrative superior, who in the case of employees assigned to a school shall at each step of the grievance procedure be deemed to be the principal of that school.

#### **Step 2 PRINCIPAL**

If the grievance is not satisfactorily adjusted within five (5) school days after the last discussion, the employee may, with the assistance of a Union representative, submit it in writing within five (5) school days to his/her immediate superior for satisfactory adjustment, but such written grievance must be submitted to such superior in any event within thirty (30) school days following his/her becoming aware of the act or circumstance given rise to the grievance. The said immediate superior shall schedule a meeting to discuss the grievance with the employee and a Union representative prior to making his/her decision, but in any event s/he shall give his/her decision in writing with his/her reasons therefore to the employee, the Union, and the State District Superintendent within five (5) school days after the written grievance has been submitted to him/her by the employee.

#### **Step 3 STATE DISTRICT SUPERINTENDENT**

The employee may appeal to the State District Superintendent from the last mentioned decision of his/her immediate superior within five (5) school days after the decision has been given to the employee and the Union pursuant to the above provisions under the caption "Step 2" by giving to the State District Superintendent and to the employee's immediate superior, written notice of such appeal setting forth specifically the basis of the grievance. The State District Superintendent, or designee, shall meet with the employee and a Union representative within ten (10) school days after the giving of such notice of appeal, and shall give his/her decision in writing with his/her reasons therefore, to the employee, Union and the employee's immediate superior within five (5) school days after such meeting.

Grievance hearings may also be held at the District's Central Office unless the District

designates another location, beginning as early as 2:30 p.m. Teachers shall not receive extra compensation for extensions of the workday caused by grievance hearings.

### **SECTION 3 GENERAL PROVISIONS**

If the decision to be given by any employee's immediate administrative superior, or the State District Superintendent in accordance with the applicable provisions under "Step 1", "Step 2", and "Step 3" above are not given within the respective times by the said provisions specified, the employee shall have the right to proceed with her/his appeal to the next step, or in the case of the decision specified under "Step 3", to request arbitration, by giving written notice of appeal or request for arbitration within the same time to the same parties and in the same manner as s/he would be required to give if a decision adverse to him/her had been rendered on the outside date prescribed above for rendering under "Step 2" or "3". If the employee fails to submit his/her written grievance within the time specified in the provisions under "Step 2" above, or if s/he fails to give, within the prescribed time the written notices of appeal respectively mentioned under "Step 3" above, or if s/he fails to give within the prescribed time written notice of the request for arbitration mentioned under "Step 4" above, the grievance shall be deemed to have been waived.

Time limits specified in Section 2 of this Article as to things to be done at any step may be extended by agreement between the parties.

#### **A. NOTIFICATION OF TIMELINES**

Any written notice to be given under Section 2 by the employee to his/her superior or to the State District Superintendent may be given by hand delivery, or by leaving it with a person in charge of the office of such superior or of the State District Superintendent, or by mailing it by certified mail, return receipt requested, addressed to such superior or to the State District Superintendent, at their respective offices. Such notice to be given by the employee to the Newark Public Schools may be given by mailing it certified mail, return receipt requested, addressed to the Newark Public Schools. Any notice of decisions to be given to the employee may be given by hand or by mailing it by certified mail, return receipt requested, addressed to her/him at his/her home address as shown in the Newark Public Schools' records. Any notice or decision to be given to the Union may be given by hand to the President of the Union, or by mailing it by certified mail, return receipt requested, addressed to the Union at its offices. The date of mailing shall be counted as the date of giving notices to be given by the employee, by his/her superior, the State District Superintendent, or the Newark Public Schools under Section 2 of this Article, but if a notice or decision of the employee's superior, or the State District Superintendent is given to the employee by certified mail, the time within which the employee may give notice of appeal as provided under "Step 3", or notice of request for arbitration as provided under "Step 4" above shall be increased by two (2) days.

#### **B. PERSONS ELIGIBLE TO PARTICIPATE**

Persons proper to be present for the purpose of this Article are defined as the aggrieved, the appropriate Union and Newark Public Schools representative and witnesses. When hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

#### **C. GRIEVANCES ARISING FROM CENTRAL OFFICE ADMINISTRATORS**

A grievance arising from the action of a supervisor attached to the Central Office, Associate to

Assistant State District Superintendent or Assistant State District Superintendents, will first be discussed with that official and if not resolved informally, it may be processed in accordance with Step "3" or "4" above.

A grievance is a complaint by an employee that (1) he/she has been treated unfairly or inequitably by reason of any act of condition, including those relative to employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, of (2) there has been as to him/her a violation, misinterpretation or misapplication of the provisions of this Agreement of any of the existing rule, regulations or orders of The Newark Public Schools of the New Jersey State Department of Education having the force and effect law.

#### D. NTU ARBITRATION CHOICES

Nothing in this contract shall be construed as compelling the Union to submit a grievance to arbitration.

#### E. REPRISALS AGAINST PARTICIPANTS NOT ALLOWED

No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.

#### F. MUTUALLY AGREED TIME LIMITS

In the event that a grievance is carried to "Step 2", the Union shall be immediately notified. The time for a meeting or a hearing at all steps other than "Step 1", within the prescribed time limits, shall be fixed by mutual agreement. Such hearing must take place within the time limit provided in this step.

#### G. YEAR END GRIEVANCES

In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year.

#### H. GRIEVANCES AND PERSONNEL FILES, PROMOTIONS AND JOB PLACEMENTS

Official grievances shall not be placed in the personnel file and/or school file of the employee, nor shall they be utilized in the promotional process or any recommendation for job placement.

#### I. GRIEVANCE FORMS

A form for the appropriate filing of a grievance shall be mutually agreed to by the parties and made available in the office of the principal in every school.

### **SECTION 4. ARBITRATION**

#### A. REQUEST FOR BINDING ARBITRATION

In the event a grievance shall not have been settled under the above procedure, the employee may have the grievance submitted to binding arbitration by giving, within ten (10) school days

after the decision of the State District Superintendent has been given to the employee and the Union pursuant to the above provisions under the caption "Step 3", to the State District Superintendent, and the Newark Public Schools, the employee's written request for binding arbitration by the procedures and subject to the provisions set forth below.

## B. ARBITRATION AWARD

### 1. BINDING AND ENFORCEABLE

The arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey.

## C. SELECTION OF ARBITRATOR

The arbitrator shall be selected by mutual agreement of the Newark Public Schools and the Union except that any individual so selected shall be a bona fide resident of New Jersey and a member of the National Academy of Arbitrators with a minimum of five (5) years of experience as an Arbitrator. In the event that the Newark Public Schools and the Union are unable to agree upon the selection of an Arbitrator, either of the two shall call upon the Public Employment Relations Commission Panel to name the Arbitrator. Any individual so selected shall be required to be a bona fide resident of New Jersey unless mutually agreed upon by the District and the Union.

This Arbitrator shall sit for the duration of the Agreement. The Arbitrator shall arrange the dates, meeting places, and agenda of any and all arbitration proceedings.

The arbitrator shall serve until s/he receives notice of termination of her/his services by either the Newark Public Schools or the Union. In such a case, a new Arbitrator shall be appointed as described above. Termination shall not affect any grievance upon which a hearing has commenced.

## D. ARBITRATOR'S PANEL POWER

The Arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of the term "grievance" under the Section 1 of this Article. The Arbitrator shall, in the performance of his/her duties, be bound by and comply with the provisions of this Agreement. The Arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The Arbitrator's decision shall be binding and in writing and shall set forth its opinions and conclusions on the issues submitted. The Arbitrator shall have the power to make compensatory awards, where necessary, to implement decisions.

## E. ARBITRATOR'S LIMITS

The Arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or applicable law, or rules and regulations having the force and the effect of law.

The Arbitrator's decision shall not usurp the functions or powers of the Newark Public Schools as provided by statute.

## F. FEES AND EXPENSES FOR ARBITRATOR

Fees and expenses of the Arbitrator shall be borne equally by the Newark Public Schools and the Union.

### **ARTICLE IV - NTU RIGHTS**

#### **SECTION 1 LEAVE FOR UNION SERVICE**

The Newark Public Schools shall grant a leave of absence to members of the bargaining unit upon their personal request and that of the Union to work for the Union, the New Jersey State Federation of Teachers, or the American Federation of Teachers. No more than seven (7) such leaves of absence shall be granted at any one time. Such leaves shall be granted for a period of not more than one academic year and shall be renewed upon request by the employee and certification by the Union.

When any individual granted such leave of absence returns to regular employment with the Newark Public Schools s/he shall be placed on the step of the salary schedule that s/he would have attained had s/he been continuously employed during such absence. There shall be no loss of seniority or any other right available to him/her under the law or the terms of this agreement because of such leave of absence,

The period of the leave shall not be included in computing length of service for the time required to attain tenure.

Any employee granted such leave of absence shall have the right to have maintained, on the same basis of all employees, any employee health plan available to Newark Public Schools employees for hospital costs, medical-surgical benefits, major medical insurance, and any other such benefits upon regular payment by the Union on his/her behalf to the Assistant State District Superintendent of amounts sufficient to cover the cost to the Newark Public Schools for continued participation in such employee health plans, provided the Newark Public School's insurers will permit it.

#### **SECTION 2 CONTRACT NEGOTIATIONS ON SCHOOL TIME**

The Union and the Newark Public Schools will mutually agree upon a time for negotiations. Members of the Union negotiating committee shall be granted administrative leave with pay if negotiations take place on school time. No more than five (5) employees shall have the right to receive pay under this provision. They shall be granted administrative leave with pay the day following a negotiating session if the session lasts past 11 p.m. Nothing contained in this Section shall be construed to require the Newark Public Schools to negotiate during school hours or after 11 p.m.

#### **SECTION 3 NTU BULLETIN BOARDS**

The Newark Public Schools shall provide a separate bulletin board or a separate section of a larger bulletin board of adequate size, but not less than nine (9) square feet, for the exclusive use of the Union in an easily visible position in the main office of every school building, or some other location by mutual agreement if office space is inadequate. The Union agrees that it will at no time use such space for posting any materials that are unethical, unprofessional, or violative of law.

## **SECTION 4 UNION ACTIVITIES WHILE ON-DUTY**

No teacher shall engage in Union activities during the time s/he is assigned to teaching or other duties, provided that teachers shall be permitted to engage in Union activities as specifically provided in this Article IV.

## **SECTION 5 NTU MEETINGS**

### **A. REP- STAFF MEETINGS**

The Union shall have the right to have meetings with the employees of any school prior to the beginning of the school day, during the employee's lunch period, and after the closing of school upon timely notification to the school principal. Principals shall be required to cooperate with the Union to facilitate the holding of such meetings despite relatively short notice whenever circumstances so dictate. Principals shall provide for proper meeting facilities in accordance with such request without charge to the Union, provided that this use of meeting facilities shall in no way interfere with previously scheduled school programs, and activities. No principal or other administrator of said school shall schedule any activity or program which will interfere with the conduct of said Union meeting after the meeting has been formally scheduled, except in cases of emergency. In case of such an emergency, the principal shall furnish a written explanation of the nature of such emergency to the State District Superintendent and the Union.

### **B. GENERAL MEMBERSHIP MEETINGS**

The State District Superintendent shall, upon timely notification by the Union, grant to the Union the use of facilities in school buildings after school hours for the purpose of conducting general membership meetings. Such use must terminate no later than 6:00 p.m. Such use shall be granted provided that the use of the facilities shall not be in conflict with previously scheduled programs and activities. No more than twenty (20) such meetings per year may be required. There shall be no fee for the use of such facilities.

## **SECTION 6 MEETING WITH PRINCIPALS**

### **A. BUILDING REP MEETINGS WITH PRINCIPAL**

Meetings between the principal and a Union representative for each school shall be held at the Union's request, not less often than once each month on a school day for one class period when the school is in session to discuss matters affecting the welfare of employees and children and the operations of the school, and any question relating to the implementation at the school of any Newark Public Schools policy or the provisions of this Agreement.

### **B. BUILDING REP MEETING GUIDELINES**

If any such meeting is held during school hours, representatives of the Union shall be released from active duty for a period of not more than one class period to attend said meeting, the representatives to be determined on the following basis: in addition to the school building representative, one additional representative shall be released for each 25 faculty members. The total number released, including the building representative, shall not exceed 5, nor shall this number be less than 2. There shall be no such limitation of numbers for meetings held at any time after school hours, or at any time when school is not in session.



### C. INDIVIDUAL SCHOOL POLICIES

Individual school policies shall not be inconsistent with the terms of this Agreement, unless waived by a site-based decision as set forth in Article V, Section 8 and/or as stated otherwise in this Agreements.

### **SECTION 7 AVAILABILITY OF NEWARK PUBLIC SCHOOL PUBLIC RECORDS & DATA**

The Newark Public Schools shall, on request, make available to the Union the Newark Public Schools official public records and educational statistical data and information in the Newark Public Schools' possession which is not confidential, draft, work product, or dissemination of which is prohibited by law.

### **SECTION 8 DISTRIBUTION OF NTU LITERATURE IN SCHOOLS**

The Union shall have the right to place material dealing with proper and legitimate Union business in the employee's real and/or electronic mailboxes.

### **SECTION 9 DISTRICT - NTU MEETINGS**

Meetings shall be scheduled between the Newark Public Schools and the Union to discuss matters of mutual concern in terms of educational policy, the implementation of this Agreement, and any other topics consistent with the objective stated in the Declaration of Intent of this Agreement. No more than five (5) such meetings may be required in any school year by either party to this Agreement, but additional meetings may be held by agreement between the Union and the Newark Public Schools.

At least five (5) school days prior to the holding of each such meeting, the Union will consult with the State District Superintendent or his/her designee to review the topics to be discussed. In the event that law or existing Newark Public Schools policy places one or more of the topics to be discussed under the discretionary jurisdiction and prerogative of the State District Superintendent, the State District Superintendent may undertake, in cooperation with the Union, to dispose of questions raised with reference thereto without waiting for further action by the Newark Public Schools.

### **SECTION 10 SCHOOL VISITS BY NTU OFFICIALS/REPRESENTATIVES**

#### A. UNION MEMBER CONFERENCES

The Newark Public Schools shall permit the President of the Union or one of the Union liaison officers to visit the schools. The union representative should make known his/her presence to the appropriate authority in the school, i.e. principal or acting administrator. Conferences with teachers, should they become necessary, shall be scheduled so as not to interfere with or disrupt normal school functions.

#### B. CLASSROOM VISIT BY UNION OFFICIALS

Union officials shall be permitted to visit in the classroom of any teacher who so requests. Union officials, not employed by the Newark Public Schools, shall be permitted to visit classroom teachers who shall request such visitations, providing that the visiting official informs the building principal of their intent to visit prior to entering the classroom, and providing that no

Newark Public Schools observation shall be conducted at the same time.

**C. NOTICE TO BUILDING REP OF CENTRAL ADMINISTRATORS' VISITS**

The school clerk shall immediately notify the NTU Building Representative when central office administrators and supervisors are present in the school building,

No teacher shall engage in Union activities during the time s/he is assigned to teaching or other duties, provided that teachers shall be permitted to engage in Union activities as specifically provided for in Article IV of this Agreement.

**D. ARREST OF NTU MEMBER ON SCHOOL PROPERTY**

The Newark Public Schools agrees to notify the Newark Teachers Union of any arrest of a member of the bargaining unit, which takes place on school property. Notification to the Union will take place as soon as possible but prior to the end of the school day.

**SECTION 11 NTU REPRESENTATION AT BOARD MEETINGS**

The Newark Public Schools shall furnish to the Union three (3) copies of the agenda of each Board meeting twenty-four (24) hours prior to each Advisory Board meeting or at the same time when such copies of the agenda are made available to the Board members, whichever is sooner. The Union shall be allowed a period of ten (10) minutes to present at the conference meeting its views. Additionally, the Union may be heard as to any items affecting school welfare during that period of the Board's public meeting devoted to the presentation of statements by individuals and organizations. The NTU President, or designee, shall be listed within the first ten (10) inclusive speakers on that portion of the Newark Public Schools action meeting devoted to discussion on general topics. This provision shall remain in effect during the life of this Agreement.

**SECTION 12 LEAVE OF ABSENCE FOR UNION CONVENTIONS**

**A. AFT, NJ AFL-CIO AND NJ SFT CONVENTIONS**

Leave of absence without loss of pay to attend conventions of the AMERICAN FEDERATION OF TEACHERS, the NEW JERSEY STATE AFL-CIO, the NEW JERSEY STATE FEDERATION OF TEACHERS, other labor organizations, not exceeding five (5) days in anyone year (per individual), nor ten (10) individuals per convention shall be granted to duly qualified representatives of the Union.

**B. LEGISLATIVE AND GOVERNMENT BODIES**

Administrative leaves of absence without loss of pay to attend meetings of the Newark Municipal, Essex County, New Jersey State or Federal Legislative bodies may be granted to duly qualified representatives of the Newark Teachers Union upon written request by the Union to the State District Superintendent. Such requests, limited to two (2) Union representatives per meeting, shall be received by registered mail with a return receipt requested in the Office of the State District Superintendent at least two weeks prior to the date of the meeting and the State District Superintendent shall make a timely response to the Union. If no response from the State District Superintendent is received by the Union by the day prior to the meeting, the absence of a response shall mean approval.

C. NUMBER OF DAYS AVAILABLE

In any school year the total number of days available to all such representatives collectively, no matter how distributed among those to who days are granted pursuant to the foregoing, shall not exceed an aggregate of more than fifty (50) days.

D. LIMITATIONS ON REPRESENTATIVES

In no instance shall there be more than two individuals from the same school attending the above mentioned conventions at the same time under the provisions of this Article.

**SECTION 13 DUES DEDUCTION**

The Newark Public Schools agrees to continue to deduct from the salary of its employees dues for the Union, as said employees individually and voluntarily authorize the Newark Public Schools. The Newark Public Schools will remit dues deducted from members (supported by a schedule, listing names and amounts) within fourteen (14) days of the payday.

**SECTION 14 USE OF SCHOOL PHONE FOR UNION BUSINESS**

All NTU Building Representatives and Officers may use the school phone at appropriate times, in order to conduct Union and/or Newark Public Schools business.

**SECTION 15 REASONABLE NOTICE FOR SCHOOL CLOSING**

The Union shall be given reasonable notice prior to a school closing, delayed opening of school and early dismissal of school due to an emergency or inclement weather conditions.

**ARTICLE V - GENERAL CONDITIONS OF EMPLOYMENT**

**SECTION 1 FAIR EMPLOYMENT PRACTICE**

A. TENURE EMPLOYMENT PRACTICE

No tenured employees shall be either suspended or discharged except in strict compliance with Title 18A of the Laws of the State of New Jersey.

B. NON-TENURED NOTIFICATION DATE

The Newark Public Schools shall notify a non-tenured teacher on or before May 15th of his/her employment year if his/her employment will not be renewed for the next ensuing school year.

**SECTION 2 CONTRACT FLEXIBILITIES**

A. SITE-BASED DECISION-MAKING AND WAIVERS

1. Schools may seek waivers from provisions of the collective bargaining agreement.
2. No waiver request may be sought from salary guides, fringe benefits, holidays, grievance procedures, transfer provisions, and seniority provisions.

3. 25% of the staff may raise an issue that requires a waiver from the CBA.
4. The affected, permanently assigned staff may vote by secret ballot to seek a waiver from the CBA.
5. If 50% plus one of the affected, permanently assigned staff who vote choose to waive provision(s) of the CBA, the waiver will go to the building principal, Superintendent, and NTU President for review.
6. Waivers require the approval of the building principal, the Superintendent, and the NTU President.
7. Approval shall not be unreasonably withheld and an explanation of denial is required in writing within ten (10) calendar days. In the event either party feels a waiver has been unreasonably withheld, the District and NTU will work to resolve it directly.

#### B. TURNAROUND AND RENEW SCHOOLS

1. Schools identified as Turnaround Schools shall receive waivers from certain provisions of the CBA. No waiver request may be sought from salary guides, fringe benefits, holidays, grievance procedures, transfer provisions, and seniority provisions.
2. For each school, Newark Public Schools will choose among the following waiver templates annexed hereto:
  - A – High School without additional instructional minutes
  - B – High Schools with additional instructional minutes
  - C – Elementary School without additional instructional minutes or
  - D – Elementary Schools with additional instructional minutes

These templates have been selected because they currently exist as successful examples in Newark Public Schools. See Exhibit F (“Turnaround School Waivers”).
3. Waivers that seek to amend Waiver A, B, C, and D are subject to approval by the Superintendent and the NTU President. Approval shall not be unreasonably withheld and an explanation of denial is required in writing. In the event either party feels a waiver has been unreasonably withheld, the District and NTU will work to resolve it.
4. In high schools with a student population of 925 or more, the average daily teaching load for each teacher shall not exceed the average daily teaching load in Newark Public Schools conventional high schools.

#### C. ELECTION TO WORK AGREEMENTS

1. Election to Work Agreements to be disseminated by Newark Public Schools after consultation with NTU will further specify expectations and requirements at each school but will be consistent with the waiver template chosen.
2. Staff may choose to sign the Election to Work Agreements or apply for other vacancies within Newark Public Schools.

## D. DESIGNATION

1. In designating Turnaround Schools, Newark Public Schools considers a variety of data points including but not limited to the following: enrollment patterns over time, proficiency over time, and growth over time.
2. Newark Public Schools will consult with the Union on the number of schools it designates as Turnaround Schools. Newark Public Schools will designate a maximum of ten (10) schools as Turnaround Schools each year for the duration of this contract.

## SECTION 3 SCHOOL CALENDAR

### A. IN-SERVICE DAYS

The scheduling of in-service days shall be conducted during any month. In-service days will not be scheduled on the day immediately preceding the following: 1. Thanksgiving, 2. winter break, and 3. spring break. In-service days will not be scheduled during a multi-day student recess or Saturday, except where agreed to in any of the provisions provided in Article V, Section 2, "Contract Flexibilities." The in-service days will be listed in the school calendar. Attendance on in-service days is mandatory.

### B. WORK YEAR

1. There shall be scheduled no more than 185 pupil days and 191 workdays for employees covered by this Agreement, except as noted in Article V, Section 2, C and D.
  - 1 Organization Day
  - 185 Student Days
  - 5 In-service Days (Effective July 1, 2009)
2. Instructional days may be either full length or early dismissal (which means a 1:00 p.m. student dismissal) at the discretion of the District. Employees may be required to remain until the normal employee departure time, including after-school meeting time, on minimum length instructional days. These days will not be scheduled on Fridays or the day before a holiday. These days will be an exception to the provisions of Article V, Section 4, B2. The Superintendent or her/his designee will issue a minimum of two (2) weeks advanced notice of the 1:00 p.m. student dismissal for teacher training.
3. There shall be 1:00 p.m. student and employee dismissal on the last student day preceding Thanksgiving and Christmas.
4. At least three (3) of the annual in-service days will be designated by the district to qualify for the twenty (20) hours of State mandated professional development for teachers per year.

### C. ORIENTATION DAY

Teachers who were not employed by the Newark Public Schools during the previous school year may be required to report one (1) day immediately prior to the organization day for orientation. This day should be the same day as the day listed in Article V, Section 2, D.

#### D. NEW TEACHER ORIENTATION

All teachers new to the Newark Public School System shall be required to attend, without additional compensation, two (2) full-day orientation sessions.

The orientation sessions will be held on the Tuesday, Wednesday or Thursday immediately preceding Labor Day each year. The purpose of the orientation days shall be to inform new teachers of system wide policies, practices, and procedures related to their jobs and/or employment.

Teachers in their first year of teaching may be required to attend one (1) meeting per month, up to two (2) hours in length for the purposes set forth herein.

#### E. SCHOOL CALENDAR

The Newark Public Schools and the Union agree to follow the aforementioned practice of setting of the calendar in the event of a multi-year agreement no later than each April 1st, for the ensuing contract year.

Nothing herein shall limit the right and responsibility of the Newark Public Schools to adopt a calendar.

For School Calendars 2010-2015, refer to the Newark Teachers Union Pocket Calendar. Emergency school closing days that require rescheduling to meet the 180 day school year statutory mandate will be rescheduled at the end of the school year. The Union shall rely upon the District's calendar for their pocket calendar.

### **SECTION 4 TEACHER SCHEDULES AND THE SCHOOL DAY**

#### A. NTU BUILDING REPRESENTATIVES - PREP PERIOD

One (1) properly designated NTU Building Representative in each school shall be scheduled for one (1) administrative period of forty (40) minutes per week so that s/he may effectively provide representation to members of the bargaining unit. A properly designated representative is a representative whose appointment has been confirmed in writing to the State District Superintendent by the NTU President.

The activities of the NTU Building Representative shall be confined during the administrative period to the school and shall not interfere with the normal operations and activities of the school and its personnel. No teacher should engage in Union activities during the time s/he is assigned to teaching or other duties, provided that teachers shall be permitted to engage in Union activities as specifically provided for in Article IV, Section 11.

#### B. ELEMENTARY SCHOOLS

##### 1. SIGN-IN TIME

In all elementary schools, teachers and other instructional employees should sign in at the office of the school no later than five (5) minutes prior to the time they are scheduled to be at their assigned stations at the beginning of the school day. They shall be expected to report to their assigned stations as provided below in sub-section 3.

2. END OF DAY

Teachers shall be free to leave at their discretion at the time specified in subsection 3, except on the early dismissal days that precede holidays when teachers shall be permitted to leave ten (10) minutes after classes end.

3. REGULAR DAY SCHEDULE FOR ELEMENTARY SCHOOLS

A. At the principal's discretion, schools shall start no earlier than 7:30 a.m., end no later than 4:30 p.m., and operate for the existing length of the continuous instructional day, 6 hours and 45 minutes. Any change in the school schedule requires at least thirty (30) days' notice to the school's staff and families before the school year begins. No changes to the school schedule shall occur during the school year unless an emergency situation arises.

B. The traditional standard scheduled for Elementary Schools is as follows:

Teachers arrive	8:20 AM
Teachers report to assigned stations	8:25
Pupils arrive	8:25
Formal instruction begins	8:35
Lunch period equal to that of students	
Classes end	2:50 PM
Students dismissed	2:55
Teachers depart	3:05
Teachers sign out as indicated in B2 above.	

4. SPECIAL CIRCUMSTANCES

It is recognized that special circumstances in particular schools may require variations from the schedule, except where agreed to in any of the provisions provided in Article V, Section 2, "Contract Flexibilities." When such cases occur, the specific variations shall be made after negotiations between the Union and the Newark Public Schools, or its designee. However, in case of such variations, the total hours of service in the school day shall neither be increased nor decreased. The hours of the teacher's school day shall be consecutive in all cases.

5. PREPARATION PERIODS FOR ELEMENTARY SCHOOL EMPLOYEES

Employees shall have those periods during which specialists cover their classes set aside for preparation. All elementary school employees shall have at least three (3) fifty (50) minute preparation periods each week.

Preparation periods may be used by the principal or his/her designee to hold common planning periods. In the elementary and special schools which are capable of providing a minimum of four (4) preparation periods per week, a maximum of eight (8) preparation periods per month may be utilized to hold common planning periods. Elementary and special schools which provide a minimum of three (3) preparation periods per week, a maximum of six (6) preparation periods per month may be used to hold common planning periods.

C. SPECIAL SCHOOLS AND SPECIAL CLASSES

1. HOURS OF SERVICE FOR SPECIAL SCHOOLS OR CLASSES

In special schools or special classes, the hours of service of teachers shall be the same as that specified in caption B-3 of this Article and Section, however in any cases where the lunch period is part of the instructional program of the specific class taught by the teacher, and teaching situations makes it desirable that the teacher eat lunch with pupils, and such arrangements have been made by agreement between the teacher and Principal, the lunch period shall be included as part of the teaching day and such classes will be dismissed at 2:25 p.m. Said teacher may sign out at their discretion after their students have been dismissed from the building. Adjustments for special schedules and the hours of service of teachers of part-time classes in special schools or special classes shall be set up on the same basis as that in caption B-5 of this Article and Section. The designation of a special school shall be solely at the discretion of the District.

2. PREPARATION PERIODS IN SPECIAL SCHOOLS

In special schools, all teachers shall receive the same number of preparation periods as provided to elementary school teachers.

3. TEACHERS WHO VOLUNTEER TO WORK BEYOND THE WORKDAY

Teacher(s) who volunteer to work beyond their work day to supervise students awaiting their buses will be paid on a pro-rated basis of 1/200th of their annual salary for time worked.

D. SECONDARY SCHOOLS

1. SIGN-IN TIME

Teachers in junior and senior high schools shall be expected to sign in at the beginning of the scheduled day no later than five (5) minutes prior to either the beginning of the homeroom period or Period 1, whichever comes first.

2. END OF DAY

Teachers shall be free to leave at their discretion at the time specified in Subsection 3, except on the early dismissal days that precede holidays when teachers shall be permitted to leave ten (10) minutes after classes end.

3. REGULAR DAY SCHEDULE

A. At the principal's discretion, schools shall start no earlier than 7:30 a.m., end no later than 4:30 p.m., and operate for the existing length of the continuous instructional day, 6 hours and 40 minutes. Any change in the school schedule requires at least thirty (30) days' notice to the school's staff and families before the school year begins. No changes to the school schedule shall occur during the school year unless an emergency situation arises.

B. The work day shall include the equivalent of five (5) teaching periods, one (1) service period, one (1) preparation period, one (1) lunch period and one (1) homeroom, except where agreed to in any of the provisions provided in Article V, Section 2, "Contract Flexibilities." A



maximum of twelve (12) common planning periods per month may be held during a two (2) block schedule by a principal or his/her designee in the secondary schools during preparation and service periods. Preparation periods may be used by a principal or his/her designee to hold common planning periods. A maximum of eight (8) preparation periods per month plus four (4) service periods per month may be used to hold said twelve (12) common planning periods per month. During a three (3) block schedule a maximum of six (6) preparation periods may be used by a principal or his/her designee per month. Service periods do not apply under a three block schedule.

C. The traditional standard schedule for Secondary Day is as follows:

Teachers arrive	8:10 AM
Teachers report to assigned stations	8:15
Homeroom Begins	8:20
Lunch period equal to that of students	
Classes end	2:40 PM
Teachers depart	2:50

#### 4. SPECIAL ADJUSTMENTS TO SCHEDULES

Because of special adjustments necessary in the schedule planning of specific junior and senior high schools, variations in the schedule stated under caption D-2 of this Article and Section shall be permissible. In such cases, as early prior to the close of school, but no later than June 1, such variations in schedule shall be negotiated between the Newark Public Schools and the Union, except where agreed to in any of the provisions provided in Article V, Section 2, "Contract Flexibilities." Prior thereto, the principal of the specific school and the Union representative for that school shall meet and prepare a schedule to submit to the Union and the State District Superintendent or his/her designee. If after five (5) school days following the delivery of said schedule, neither the Union nor the State District Superintendent has indicated disapproval, said schedule shall be considered to have been agreed upon by both parties. In the event of a disagreement by either party or both, the Union and the State District Superintendent shall conduct further negotiations.

In cases of such special adjustments, the total number of working hours for a teacher shall in no case exceed those of the schedule contained in caption D-2 of this Article and Section. The hours of the teacher's school day shall be consecutive in all cases. If a teacher in any school with a special schedule reports after the initial Homeroom period or period 1 (as the case may be), the teacher need sign in only five minutes before reporting to his first assignment.

Regardless of any variations of schedule, each teacher shall have a duty free lunch period equal in length to that of the students and a preparation period included within his/her schedule.

#### 5. BLOCK SCHEDULING

Secondary teachers assigned to block schedules will be assigned two (2) teaching blocks in the fall semester and three (3) teaching blocks in the spring semester or vice-versa.

Service or duty assignments shall be staggered so that teachers have two (2) assignments in the semester with two (2) teaching blocks and zero (0) assignments in semesters with three (3) teaching blocks. Teachers shall not be scheduled to teach more than two (2) consecutive blocks. Teachers may volunteer to teach three (3) consecutive blocks.

## E. PER-DIEM SUBSTITUTE DAILY SCHEDULE

In assigning the per-diem substitute to her/his day's schedule, that substitute shall replace in full the service of the regular teacher for whom he/she is substituting. If the schedule of the regular teacher requires less teaching time than is regularly assigned to the teachers under the agreement, s/he may be given any assignment proper to per-diem substitute teachers for the extra time.

In any per-diem substitute's daily schedule in a secondary school the preparation period and the service period may be inter-changed one for the other at the discretion of the principal.

## F. ABSENTEEISM AND TARDINESS

### 1. REPORTING AND FAILING TO REPORT ABSENCES

All teachers are required to report their absence one (1) hour prior to the scheduled sign-in time. Failure to report an absence as required will result in the deduction of one (1) day's pay.

### 2. LATE ARRIVAL TO SCHOOL

In the event a teacher calls to report a late arrival, salary for that teacher will be deducted in accordance with time missed based upon their current rate of pay. Should a teacher fail to report to their assignment one half hour after the official sign-in time that teacher will be considered absent for that day.

### 3. ABSENCE BEFORE AND AFTER A HOLIDAY

All employees are required to work the last scheduled working day before and the next scheduled working day following the scheduled holiday(s). Failure to report before and after the scheduled holiday shall result in loss of pay for said occurrence.

### 4. EXCEPTIONS:

Personal days, extended sick leave, and short term sick leave. In the case of short term sick leave the employee must submit medical certification from a licensed physician or hospital, including a diagnosis, verifying that s/he was either physically unable to perform his/her duties or that s/he was carrying a contagious disease on the day(s) of absence. The medical certificate must be submitted to the Department of Health Services within three (3) working days of the date the employee returns to work.

## **SECTION 5 CLASS ASSIGNMENTS**

### A. CLASS ASSIGNMENTS

#### 1. NUMBER OF SUBJECTS AND PREP PERIODS REQUIRED

No teacher, in a school with departmental organization or a secondary school, shall generally be required to teach more than two (2) subjects, nor be assigned to any more than two (2) preparations. If an additional preparation is required daily, the teacher shall be given two (2) additional preparation periods weekly.

## 2. ROOM ASSIGNMENTS

Exclusive of teachers assigned to teach in more than one (1) school, whenever possible, teachers shall not be assigned to teach in more than two (2) rooms and efforts shall be made to have such rooms in as close proximity to each other as can be scheduled. Whenever teachers are required to share a room, all the facilities of that room shall be available equally to each teacher who uses it.

## 3. NOTICE OF TEACHER SCHEDULE PRIOR TO END OF YEAR

Prior to the close of school in June, teachers shall be notified what their schedules will be in September, except where agreed to in any of the provisions provided in Article V, Section 2, "Contract Flexibilities". It shall be understood that such schedules are subject to change based upon changed conditions, which may occur between the close of school in June and their reopening in September. If a change is necessitated, the teacher shall be notified forthwith.

## 4. EXCUSED FROM SPECIFIC DUTIES

In such cases in a school where it is practical to excuse some teachers from certain specific duties such as homeroom and other special assignments, such exemptions shall be rotated based on equitable standards which shall include the seniority of the teacher, previous exemption, and the physical health of teachers as factors.

## 5. CONSECUTIVE ASSIGNMENTS LIMITED TO THREE

No teacher in a departmental arrangement shall be assigned to more than three (3) consecutive assignments except when emergency circumstances necessitate it or upon the written request of the teacher to the principal of the school. Lunch periods and preparation periods shall not be considered assignments for the purpose of this paragraph.

## 6. TEACHING CLASS ASSIGNMENTS

### A. SECONDARY/JR HIGH TEACHING CLASSES PER DAY

In high schools and junior high schools, no teacher shall be assigned to more than five (5) teaching classes per day unless there is an equal reduction of teaching classes on other days. The preparation period of secondary school teachers shall not be considered a free period. If the need arises, the employee may leave the building with the permission of the principal or appropriate authority.

### B. CLASS COVERAGE COMPENSATION

In case of emergency, which shall include an unavailability of sufficient per diem substitutes on a particular day, teachers in school, elementary, secondary, or special, shall be permitted during their preparation periods, if they so elect to volunteer, to substitute for an absent teacher. Any teacher performing such duties shall be compensated on the basis of one-fifth (1/5th) of the per diem substitute rate.

## 7. POSTING OF SCHEDULES

Schedules of all personnel shall be available to all teachers and shall be posted on the teachers'

bulletin board of each school or on bulletin boards in teacher lounges in each school.

## 8. PREPARATION PERIODS DEFINED

Preparation periods shall not be considered free periods. Preparation periods shall be devoted to the preparation of teaching materials; conferring with parents, students, the principal or his/her designee, and/or other staff members.

### **SECTION 6 OPEN HOUSE: EVENING SCHOOL MEETINGS**

As part of their professional services all teachers shall be required to attend Back-to-School Night and Parent Conferences which shall be scheduled at the beginning of the school.

All teaching staff members shall be required to remain in school following the conclusion of the student day for the purpose of conducting parent conferences two (2) times per school year. The parent conference days shall be scheduled on minimum length student days, one (1) conference day will be scheduled in the fall semester and one (1) day in the spring semester.

The parent conference time shall begin fifteen (15) minutes after the students depart and shall end not later than 7 PM. Food service shall be available for the teaching staff members in the school.

The parent conferences shall be scheduled through collaboration among the teacher, the administrator and the parent.

### **SECTION 7 SENIORITY**

#### A. DEFINITION

Seniority shall be defined as the length of time in the Newark Public Schools as a full-time, paid employee including service as a regularly appointed teacher, a long-term substitute and/or an administrator.

#### B. STANDARDS FOR DETERMINING SENIORITY

Standards for determining seniority N.J.A.C. 6:3-5.1 Seniority, pursuant to N.J.S.A. 18A:29-9 et seq., shall be determined according to the number of academic or calendar years of employment, or fraction thereof, as the case may be, in the school district in specific categories as defined by law. The periods of unpaid absences not exceeding thirty (30) calendar days aggregate in one (1) academic or calendar year, leaves of absence at full or partial pay and unpaid absences granted for study or research shall be credited toward seniority. All other unpaid absences or leaves of absence shall not receive seniority credit.

#### C. LENGTH OF SERVICE

In computing length of service for seniority purposes, full recognition shall be given to previous years of service within the district and the time of service in or with the military or naval forces of the United States or this State, pursuant to the provisions of N.J.S.A. 18A:28-12 and Article X, Section 3.

Where a question of seniority is a factor in a dispute, the seniority of the parties involved shall be available to the disputants.

## **SECTION 8 ASSIGNMENT AND TRANSFER**

### **A. VOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL**

#### **1. VACANCIES LISTED**

All vacancies shall be posted on a rolling basis as soon as practical after they are identified but no later than June 1st, except in case of emergencies.

#### **2. APPLICATIONS FOR TRANSFER**

Employees who wish to make application for transfer or assignment to any such vacancies shall submit their requests in writing to Employee Services and such applications shall include in order of preference, the school or schools, subject or grade level desired.

#### **3. REASON FOR NOT TRANSFERRING**

Upon request, any employee who has applied for but not been granted a transfer, will be given an explanation, in writing, by Employee Services.

### **B. REASSIGNMENTS WITHIN A SCHOOL**

#### **1. NOTIFICATION TO PRINCIPAL**

Prior to May 1st in each academic year, employees within a school who desire reassignment within that same school shall so notify their principals in writing of their preference for reassignment with that school.

### **C. INVOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL**

#### **1. TRANSFERS**

When an involuntary transfer or reassignment is being recommended, the principal shall meet with the teacher involved, no later than June 15, whenever possible, to notify the teacher of the reason for the recommended transfer or reassignment. If requested, the reason for the recommended transfer or reassignment shall be given to the teacher, in writing, by the principal within five (5) school days of the meeting.

#### **2. WRITTEN REASON**

Upon request, Employee Services shall furnish the employee who has been transferred an explanation, in writing, for said transfer.

## **SECTION 9 NECESSARY DUTIES**

Necessary duties, which the Newark Public Schools can assign by contract right to covered employees, other than professional work, shall be limited to the following.

A. ELEMENTARY/MIDDLE SCHOOL TEACHERS

1. MEETING STUDENTS

Elementary/middle school teachers shall be assigned to lead their classes to the classroom from the building entrance.

2. PLAYGROUND DUTY

Up to three (3) teachers per school day may be assigned (volunteers are preferred) to supervise the playground prior to the start of the school day. Playground duty shall begin at 8:05 AM or at the start of the school if earlier. Teachers assigned to AM playground duty may depart at the student departure time on the day(s) the teacher is assigned to the AM playground duty. Teachers shall be assigned to playground duty based on district-wide seniority whenever there are insufficient volunteers.

3. VOLUNTEERING FOR CAFETERIA / PLAYGROUND DUTY

In elementary/middle schools, teachers may volunteer for cafeteria/playground duty during the teacher's duty free lunch period. Any teacher who volunteers for cafeteria/playground duty during his/her duty free lunch period for a full school year shall be paid two thousand dollars (\$2,000). Assignments for part of the year shall be pro-rated.

4. POSTING NOTICES AND ASSIGNMENTS

Volunteers shall be sought by posting a notice on the bulletin boards in the building. Assignments will only be available in the building in which the teacher teaches. Time sheets for elementary cafeteria/playground duty shall be submitted at the end of the second and fourth marking periods.

B. SECONDARY SCHOOL TEACHERS

1. MONITORING TEACHERS DURING CLASSES

The principal of their school shall require secondary school teachers to stand outside the door to their individual classroom, between classes, to monitor the passing of students from class to class.

2. CAFETERIA DUTY

Teachers in the junior and senior high schools may volunteer to perform cafeteria duty as their service assignment. To the maximum extent possible, teachers who volunteer for cafeteria duty will have their preparation period scheduled during either the first or last period of the day. If the teacher so elects, he/she will be permitted to arrive or depart at the end or beginning of his/her preparation period provided all other contractual requirements are met including, but not limited to, attendance at meetings.

3. SERVICE PERIODS

A teacher shall have five (5) service periods or the teacher may volunteer for two (2) hall duties, one (1) service period and two (2) preparation periods.

C. DUTY FREE LUNCH PERIOD

Every teacher shall be provided with a duty-free lunch period equal to that of the students.

**SECTION 10 TEACHER PERFORMANCE EVALUATION AND PERSONNEL FILES**

A. SIGNED NOTICE OF EVALUATION

Newark Public Schools will implement a new evaluation system beginning School Year 2012-2013. Members of the supervisory and administrative staff, authorized and competent to make such evaluations, shall regularly evaluate teachers' performance. When such evaluations involve visitation, it shall be done openly and with the knowledge of the employee being observed. The individual who makes the evaluation shall sign every written evaluation of the performance of any employee.

B. EVALUATION

Evaluations/observations will be conducted in accordance with the Teacher Effectiveness and Accountability for the Children of New Jersey Act ("TEACHNJ"), N.J.S.A. 18A:6-117, et. seq. Teachers will receive an evaluation rating that designates them as highly effective, effective, partially effective, or ineffective. Teachers rated Partially Effective or Ineffective will be placed on a Corrective Action Plan (CAP) pursuant to N.J.S.A. 18A:6-117, et. seq.

C. OBSERVATIONS/EVALUATION CONFERENCES

Observation/evaluation conferences shall be held within ten (10) calendar days of the classroom visit. The ten (10) days may be extended by the number of days that either party is absent.

D. ELECTRONIC MONITORING OR RECORDING

Videotaping lessons is permitted for the purposes of coaching and support and shall not be used for any evaluative or disciplinary purposes. Teachers may opt out of any videotaping at any time without consequences.

E. OPPORTUNITY TO READ

Evaluations shall not be placed in the teacher's file unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his/her signature on the copy to be read. Such signature shall merely signify that s/he has read the material and is not to be construed that s/he necessarily agrees with its contents. If the teacher refuses to sign, that fact shall be noted, dated and witnessed.

F. COPY OF EVALUATION TO TEACHER

Teachers shall be given a copy of each evaluation.

G. RIGHT TO INSPECT FILE

Any employee represented by the Union shall have the right to inspect all items in their personnel file. They shall also have the right to include in their file any information or material which s/he considers germane. Documents of anonymous origin shall not be placed in the employee's personnel file and shall not be used against the employee.

#### H. CONFIDENTIAL FILES

The Newark Public Schools agrees to continue its policy of treating these personnel files confidential.

#### I. REVISION OF FORMS

The Newark Public Schools and the Union agree to set up a committee to include administrators and supervisors appointed by the State District Superintendent and teachers appointed by the Union to review and make recommendations for the revision of all currently used employee evaluation procedures.

#### J. INEFFECTIVE RATINGS

A teacher who receives an ineffective rating on their observation and/or evaluation report may request, in writing, and shall receive, a demonstration lesson, within ten (10) working days of the request.

#### K. PEER OVERSIGHT COMMITTEE

1. Newark Public Schools and the Union will establish a joint union/management evaluation committee, called the "Peer Oversight Committee", which shall meet regularly to review the implementation of the new evaluation system and make suggestions for improvement.

2. The Peer Oversight Committee will be comprised of an equal number of Union and Newark Public School representatives (no more than five (5) representatives each). The committee will meet monthly during the first year and quarterly in future years with dates to be determined and notice given in advance to committee members.

3. Committee will be apprised where specific schools have particularly high or low ratings as compared to other schools in Newark Public Schools. For example, if an inordinate number of teachers are evaluated as ineffective or partially effective and/or if other systemic issues are discovered, the committee will review such matters. Peer Validators will be deployed to review such instances and report back to the committee.

4. The Peer Oversight Committee shall provide recommendations on:

- The qualifications and selection process for Peer Validators.
- A process for analyzing the quality of the Peer Validators and making recommendations for improvement.

5. The Superintendent will consult with the Union President on candidates for Peer Validators. The Superintendent will retain ultimate authority over the selection criteria, selection process, and management of the Peer Validators.

6. At the end of the school year or during the school year in extreme cases the committee will make specific recommendations to the Superintendent about how to adjust the system (if necessary) with the expectation of resolution.



7. The Superintendent shall not unreasonably withhold approval of recommendations of the majority of the committee.

8. The Committee and the Superintendent will publish an annual report summarizing the implementation progress and adjustments to the system.

#### L. SCHOOL IMPROVEMENT PANEL AND PEER VALIDATORS

1. Newark Public Schools and Union acknowledge that the TEACHNJ Act defines the School Improvement Panel ("SIP") in N.J.S.A. 18A:6-120 as follows:
  - "The School Improvement Panel ("SIP) shall include the principal, or his designee, who is serving in a supervisory capacity, an assistant or vice principal, and a teacher. The principal's designee shall be an individual employed in the district in a supervisory role and capacity who possesses a school administrator certificate, principal certificate, or supervisor certificate. The teacher shall be a person with a demonstrated record of success in the classroom who shall be selected in consultation with the majority representative. An individual teacher shall not serve more than three consecutive years on any one school improvement panel. In the event that an assistant or vice principal is not available to serve on the panel, the principal shall appoint an additional member to the panel, who is employed in the district in a supervisory role and capacity and who possesses a school administrator certificate, principal certificate or supervisor certificate.
  - The panel shall oversee the mentoring of teachers and conduct evaluations of teachers, including an annual summative evaluation, provided that the teacher on the SIP shall not be included in the evaluation process, except in those instances in which the majority representative has agreed to the contrary. The panel shall also identify professional development opportunities for instructional staff members that are tailored to meet the unique needs of the students and staff of the school.
  - The panel shall conduct a mid-year evaluation of any employee in the position of teacher who is evaluated as ineffective or partially effective in his most recent annual summative evaluation, provided that the teacher on the school improvement panel shall not be included in the mid-year evaluation process, except in those instances in which the majority representative has agreed to the contrary.
  - Information related to the evaluation of a particular employee shall be maintained by the school district, shall be confidential, and shall not be accessible to the public pursuant to P.L. 1963, c.73 (C.47:1A-1 et seq.), as amended and supplemented."
2. School Improvement Panels can request Peer Validators to assist them. Peer Validators shall be current teachers, former teachers or administrators from Newark Public Schools or other systems, academics and/or other outside experts who provide additional evaluations and work intensely with new teachers and tenured teachers in danger of receiving an ineffective rating. In addition to providing an independent peer review, the Peer Validators suggest areas and techniques for improving the teacher's practice.
3. The principal and his/her administrative team – with support from the Superintendent's team – are ultimately and solely responsible for the decisions, content and quality of teacher evaluations. Nothing described in Section K and L of this Agreement shall be

interpreted as challenging this premise. Nothing in Section K and L of this Agreement shall be grievable with the exception of sub-sections K1, K2, K3, K4, and K8.

## **SECTION 11 TEACHER FACILITIES**

Each school shall have the following facilities:

### **A. CLASSROOM STORAGE SPACE**

Space in each classroom in which teachers may safely store personal belongings, instructional materials and supplies.

### **B. TEACHER WORKROOM**

Wherever adequate space is available, a teacher workroom shall be provided containing appropriate equipment and supplies to accomplish the teacher's work.

### **C. FACULTY LOUNGE WITH TELEPHONE**

A clean, attractive, appropriately furnished room equipped with a telephone shall be provided as a faculty lounge where space is available. Such lounges shall be provided in all newly constructed school buildings.

### **D. TEACHER RESTROOM**

Well-lighted and clean teacher rest rooms.

### **E. COMMUNICATION SYSTEM**

A communication system which permits teachers to communicate with the main school building office from their classrooms shall be installed in all new buildings, and such communications as exist shall be maintained in good order.

### **F. SECURITY GUARD**

Each school shall have at least one (1) security guard during the school day.

### **G. EXCLUDING INTRUDERS FROM SCHOOL GROUNDS**

The Newark Public Schools agrees that all laws and ordinances intended to exclude intruders shall be strictly enforced in the school buildings and grounds by the principal.

### **H. UNFIT CLASSROOM CONDITIONS**

The Newark Public Schools and the Union agree that whenever the hygienic and/or physical conditions of a classroom seem unfit to the teacher of that classroom, to the point of being intolerable said teacher shall so notify the principal. The principal shall evaluate the nature of the situation forthwith.

S/he shall determine whether said conditions are, in fact, tolerable or intolerable.

If the situation can be corrected by staff under the principal's immediate supervision, he/she shall arrange to have it done so at once.

If the condition cannot be corrected by the principal's immediate staff and the principal further determines that the conditions are so intolerable as to constitute an emergency, then the principal shall shift the class to a more suitable temporary location in that building.

The appropriate Assistant State District Superintendent and/or his/her designee shall be notified immediately.

#### I. CHILD STUDY TEAM FACILITIES

The administrator of each school, to the full extent possible in terms of facilities available in the building, shall make every effort to ensure that psychologists, social workers and learning disability teacher consultants shall be enabled to do their work in that building in an atmosphere of privacy, functional facilities, and space for secure maintenance of confidential records.

### **SECTION 12 FACULTY MEETINGS**

All meetings of school facilities and departments shall be conducted after regular hours, so as not to impinge upon instructional time of students. The principal in the secondary and elementary schools shall schedule no more than one (1) school wide faculty meeting each month. No more than one (1) department meeting shall be scheduled each month in schools with departmental organization. Such meetings shall be scheduled for such lengths of time as are suitable for dealing with the problems under discussions, except that they shall not be continued beyond fifty (50) minutes from the start of the meeting. The meeting shall start promptly after dismissal. Such meeting shall be held on the lunch hour if the teachers and the administrators of that school mutually agree.

### **SECTION 13 PUPIL GRADES**

The teacher shall be considered to be the expert in evaluating pupil's work and the integrity of the teacher shall be respected in grading the work of the pupil.

### **SECTION 14 TEACHER'S LESSON PLANS**

#### A. WRITTEN COMMENTS BY ADMINISTRATOR

Written comments and/or notations by the administrator who reviews lesson plans shall be placed in either the margins of the lesson plan or on separate pieces of paper so that the lesson plan remains legible.

### **SECTION 15 ADMINISTRATIVE SUMMONS**

An employee requested to meet with the State District Superintendent or other administrator or supervisor, shall be informed of the reason for such meeting, prior to the meeting for which their presence is requested and may be accompanied by a representative of the Union if desired.

### **SECTION 16 CLASS INTERRUPTIONS**

The Newark Public Schools and the Union agree that in the best interest of the learning process, classroom interruptions are to be kept at a minimum. Announcements shall be made

only at specified times during the school day which do not interfere with instructional activities, or in case of emergency when other alternatives are impractical.

## **SECTION 17 SOLICITATION OF FUNDS**

There shall be no direct solicitation of funds from teachers for any purpose by an individual or organization during their scheduled working hours.

## **SECTION 18 SUPPLIES AND INSTRUCTIONAL MATERIALS**

### **A. TEXTS AND MATERIALS**

For purposes of adequate instruction, there shall be made available for use of the students and teachers such texts and materials as are in keeping with the curriculum guides of the Newark Public Schools and those appearing on the Newark Public Schools approved Price List of textbooks and supplies and those approved by the administrators responsible.

### **B. DISCRETIONARY FUND**

The Newark Public Schools and the Union agree to continue the teachers' discretionary fund. Ninety dollars (\$90) per teacher shall be made available by the school district in each school year. If as of April 1st of each school year there shall remain any unexpended amount in this discretionary fund, the unexpended amounts shall be redistributed according to the guidelines developed by the Office of the State District Superintendent and then be implemented in each school by the Principal in cooperation with the Union building committee.

## **SECTION 19 PROFESSIONAL IMPROVEMENT FUND**

The amount each school year set aside by the Newark Public Schools for the Professional Improvement Fund shall be seventy-five thousand dollars (\$75,000.00) for the duration of this Agreement. All monies not utilized each year shall be cumulative in the fund.

## **SECTION 20 VERIFICATION OF EMPLOYMENT**

Within a reasonable period of time, but not later than two (2) weeks after requested, the Newark Public Schools shall supply in writing, verification of individual's employment.

## **SECTION 21 PLACEMENT IN POSITIONS**

Individuals shall not be placed in any position (permanent or acting) until such time as the position has been properly posted and all unit employees have had the opportunity to apply for such positions. In the event of an emergency, determined by the State District Superintendent, the above procedures may be waived and the State District Superintendent may appoint an individual in an acting capacity.

## **ARTICLE VI - TEACHER PROTECTION**

### **SECTION 1 NEGLIGENCE**

#### **A. COST OF DEFENSE**

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching or other assignment to professional field experience, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

#### **B. REPORTING OF PERSONAL OR PROPERTY DAMAGE**

Teachers will immediately report all incidents of personal or property damage to their immediate supervisor.

### **SECTION 2 ASSAULT AND PERSONAL INJURY**

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

### **SECTION 3 COMPENSATION**

Whenever any teacher entitled to sick leave is absent from school as a result of personal injury caused by an accident arising out of and in the course of their employment, the Newark Public Schools shall:

#### **A. SALARY AND SICK DAY PROTECTION**

Pay to such teacher the full salary or wages for the period of such absence for up to one calendar year, without having such absences charged to annual sick leave or accumulated sick leave.

#### **B. AWARD RESTRICTION**

Any amount of salary or wages paid or payable to the teacher as a result of this provision shall be reduced by the amount of any workmen's compensation award made for temporary disability.

**ARTICLE VII - SUMMER SCHOOL AND SUMMER RECREATION PROGRAMS**

A. QUALIFICATIONS

Positions in the Newark summer schools and in the Newark summer recreation programs shall be filled by employees in the Newark school system who are qualified.

B. POSTING

Before such positions are filled, vacancies shall be posted by April 1st in the schools and applicants shall apply prior to May 1st. Successful applicants shall be notified by June 1st.

When any summer programs are expanded or new programs are initiated after the above dates, notice of such vacancies shall be posted within one week of the Newark Public Schools' decision.

C. SELECTION

Selection shall be based on consideration of qualifications, seniority, personal preference of applicant, integration of staff, and the welfare of children and community.

D. SUMMER PAY RATES PER HOUR

<b><u>Summer Pay Rate</u></b>	
Teachers	\$37.00
Coordinators	\$38.00
Child Study Team	\$38.00
School Clerk	\$24.00

The summer pay rates apply to the in-school after school program.

**ARTICLE VIII - SCHOOL CLERKS SALARY**

**SECTION I - SCHOOL CLERKS SALARY GUIDE**

Effective July 1st in each appropriate year

A. TEN (10) MONTHS SALARY GUIDE

SCHOOL CLERK  
SCHOOL CLERK TYPIST

Step	2010	2011	2012	2013	2013 Stipend	2014	2014 Stipend	2015	2015 Stipend
1	\$35,000	\$35,000	\$35,000						
2	\$35,292	\$35,292	\$35,292	\$35,292	\$180				
3	\$35,992	\$35,992	\$35,992	\$35,992	\$180	\$35,992	\$360		
4	\$36,633	\$36,633	\$36,633	\$36,633	\$180	\$36,633	\$370	\$36,633	\$550
5	\$38,352	\$38,352	\$38,352	\$38,352	\$190	\$38,352	\$380	\$38,352	\$580
6	\$40,609	\$40,609	\$40,609	\$40,809	\$200	\$40,809	\$410	\$40,809	\$620
7	\$43,687	\$43,687	\$43,687	\$43,897	\$430	\$43,897	\$860	\$43,897	\$1,300

TEN (10) MONTHS SALARY GUIDE

SENIOR SCHOOL CLERK TYPIST  
SENIOR SCHOOL CLERK TYPIST BILINGUAL

Step	2010	2011	2012	2013	2013 Stipend	2014	2014 Stipend	2015	2015 Stipend
1	\$35,480	\$35,480	\$35,480						
2	\$36,480	\$36,480	\$36,480	\$36,480	\$180				
3	\$37,480	\$37,480	\$37,480	\$37,480	\$190	\$37,480	\$380		
4	\$39,480	\$39,480	\$39,480	\$39,480	\$200	\$39,480	\$400	\$39,480	\$600
5	\$40,480	\$40,480	\$40,480	\$40,480	\$200	\$40,480	\$410	\$40,480	\$610
6	\$41,480	\$41,480	\$41,480	\$41,480	\$210	\$44,017	\$420	\$41,480	\$630
7	\$44,017	\$44,017	\$44,017	\$44,017	\$430	\$44,017	\$870	\$44,017	\$1,310

TEN (10) MONTHS SALARY GUIDE

SUPERVISING SCHOOL CLERK

<b>Step</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2013 Stipend</b>	<b>2014</b>	<b>2014 Stipend</b>	<b>2015</b>	<b>2015 Stipend</b>
1	\$37,882	\$37,882	\$37,882						
2	\$38,698	\$38,698	\$38,698	\$38,698	\$190				
3	\$39,565	\$39,565	\$39,565	\$39,566	\$200	\$39,566	\$400		
4	\$40,483	\$40,483	\$40,483	\$40,483	\$200	\$40,483	\$410	\$40,483	\$610
5	\$41,503	\$41,503	\$41,503	\$41,503	\$210	\$41,503	\$420	\$41,503	\$630
6	\$42,537	\$42,537	\$42,537	\$42,537	\$210	\$42,537	\$430	\$42,537	\$640
7	\$44,396	\$44,396	\$44,396	\$44,396	\$440	\$44,396	\$870	\$44,396	\$1,320



B. TWELVE (12) MONTHS SCHOOL CLERKS SALARY

SCHOOL CLERK  
SCHOOL CLERK TYPIST

Step	2010	2011	2012	2013	2013 Stipend	2014	2014 Stipend	2015	2015 Stipend
1	\$38,250	\$38,250	\$38,250						
2	\$38,760	\$38,760	\$38,760	\$38,760	\$190				
3	\$39,714	\$39,714	\$39,714	\$39,714	\$200	\$39,714	\$400		
4	\$40,693	\$40,693	\$40,693	\$40,639	\$200	\$40,693	\$410	\$40,693	\$610
5	\$41,304	\$41,304	\$41,304	\$41,304	\$210	\$41,304	\$410	\$41,304	\$620
6	\$43,438	\$43,438	\$43,438	\$43,438	\$220	\$43,438	\$440	\$43,438	\$650
7	\$48,860	\$48,860	\$48,860	\$48,860	\$480	\$48,860	\$960	\$48,860	\$1,450

C. ORGANIZATION DAY

School Clerks may be required to report to their respective schools up to five (5) workdays in advance of the date teachers report for Organization Day.

School Clerks shall be compensated for these days on the basis of 1/200th of their annual salary for each day worked, which payments shall be included in the first regular paycheck in September.

**SECTION 2 SICK AND PERSONAL DAYS**

The Newark Public Schools hereby agrees that the teacher sick days and personal days leave policy shall be provided for School Clerks.

**SECTION 3 JOB DESCRIPTION**

A. CIVIL SERVICE COMMISSION

The job description for School Clerks shall be the Civil Service Commission (“CSC”) job description for School Clerks to which there shall be added the following: handles and prepares for deposit money collected from pupils and teachers on school premises; secures by telephone, during their working hours, substitutes approved by the CSC for absent teachers.

B. NO DICTATION

The Newark Public Schools agrees that School Clerks shall not be required to take dictation as a condition of employment.

## **SECTION 4 OVERTIME**

School Clerks working overtime shall, at the discretion of the State District Superintendent, be remunerated at a rate of one and one-half (1½) times the hourly rate or one and one-half (1½) times the time worked.

## **SECTION 5 WORK DAY**

### **A. DEFINITION**

The workday for School Clerks is herewith defined as seven (7) hours to commence one-half (½) hours prior to the time pupils begin their official school day and terminate after completion of seven (7) hours of work, not to include the lunch period of the clerk, which shall be no less than the lunch period of pupils in the school.

### **B. NON-COMPULSORY OVERTIME**

Schools clerks shall not be required at any time prior to the beginning of day or at any time after their work day, to secure substitutes as provided for in Section 3 above.

### **C. WORK BREAK**

School Clerks shall receive two (2) ten minute breaks each day, one in the morning and one in the afternoon.

### **D. MONITOR OR SUPERVISE STUDENTS**

School Clerks shall not be assigned to monitor or supervise students sent to the office.

## **SECTION 6 - LONGEVITY**

Longevity increments shall be paid starting in the 15<sup>th</sup>, in the 20<sup>th</sup>, in the 25<sup>th</sup>, and in the 30<sup>th</sup> year of employment, which shall be active but does not have to be continuous; employment in other school districts or school systems is not to be counted for purposes of longevity.

## **ARTICLE IX - CULTURAL PLURALISM**

### **A. COMMEMORATIVE DATES**

The Newark Public Schools shall include in its calendar reference to specific commemorative dates in African-American, Puerto Rican history, as well as other dates reflecting such dates among national and cultural groups typical of the population of Newark.

### **B. BILINGUAL AND MULTI-LINGUAL TEACHERS**

The Newark Public Schools shall recruit teachers who are bilingual or multi-lingual to serve in establishing special classes for Non-English speaking students where needed, and the Newark Public Schools shall continue to maintain its policy of making such classes available to all students in need of each classes.

## **ARTICLE X - LEAVES / RETIREMENT**

### **SECTION 1 SICK AND PERSONAL LEAVES**

#### **A. NUMBER OF SICK DAYS GRANTED**

Teachers shall be granted sick leave for illness for fifteen (15) days in each school year.

#### **B. UNUSED SICK DAYS**

Unused sick leave shall be accumulated without limit.

#### **C. EXHAUSTED SICK DAYS**

In the event that a teacher's accumulated sick leave has been exhausted and the teacher certifies to the Newark Public Schools that s/he is unable to teach due to an extended illness, then the Newark Public Schools may, consistent with its present practice, grant additional sick leave to such teacher with pay.

A donated sick bank shall be established in accordance with N.J.S.A 18A:30-11 and District Policy.

#### **D. MEDICAL CERTIFICATE**

A medical certificate is required when a bargaining unit member's absence exceeds five (5) consecutive working days due to illness. It should be mailed directly to the Newark Public Schools. Mark the envelope CONFIDENTIAL: FORMS CLERK. The form should not be submitted to your school or department.

#### **E. NUMBER OF PERSONAL DAYS GRANTED**

Teachers will be granted three (3) days leave annually for personal reasons without explanation. Where possible, teachers must notify the principal of use of personal days at least 48 hours prior to said use. The State District Superintendent at his/her discretion may grant additional personal leave days if the reason warrants it. Unused personal days granted in accordance with this section will be accumulated as sick leave days. Personal days shall be pro-rated based on

the number of months the teacher is on the payroll. Employees hired on or before October 15 will be granted three (3) personal days, employees hired between October 16 and March 15 will be granted two (2) personal days, employees hired on or after March 16 will be granted one (1) personal day.

Personal days may only be used as full school days.

#### F. SEXUAL EQUALITY OF LEAVE PRIVILEGES

Male teachers shall be accorded the same leave privileges as female teachers.

#### G. PICKING UP PAY CHECKS WHEN ABSENT

Any employee who is not present in school due to an approved absence other than illness may pick up their paycheck at their assigned location.

#### H. PRORATED SICK DAYS WHEN RETURNING FROM LEAVE OF ABSENCE

Employees hired or returning from leaves of absences on or after (October 15) shall receive sick leave on a pro-rated monthly basis predicated upon fifteen (15) days per school year. The above shall also apply to regular teachers in the Newark Evening High School who shall be pro-rated based on twelve (12) days per year.

#### I. CONVERSION OF SICK DAYS NOT EXCEEDING 6 DAYS - EFFECTIVE JULY 1, 1985

Effective July 1, 2012, unit members whose total number of sick and or personal days absent does not exceed four (4) days, shall be able to convert the remaining accumulated sick days, at the end of each school year on the basis of a conversion equaling one day's pay for each five (5) days accumulated, and such converted days shall be payable (compensable) at the end of the school year. The basis for converted days shall be 1/200th of an employee's salary for that year. A separate check shall be issued for said compensation.

#### J. HEALTH BENEFITS

1. Effective January 1, 2013, an eligible employee who meets the requirements in accordance with state law and in this Section may elect to waive his/her medical insurance coverage and receive cash compensation up to whichever is less of a) \$5,000 or b) twenty-five percent (25%) of the amount saved by the District because of the employee's waiver of coverage held by the employee immediately prior to the election (such amount to be determined by the District). Opt out by employees shall be done during the open enrollment period (October 1 to November 9) with the change taking effect January 1.

2. If the eligible employee electing to waive coverage is a new employee to the District, the employee shall receive cash compensation up to whichever is less of a) \$5,000 or b) twenty-five percent (25%) of the amount saved by the District's for the least expensive plan coverage to which the employee would have been entitled if the employee had not made the election.

3. Payment shall be made to the employee on a bi-annual basis. The cash compensation shall be subject to all applicable deductions and taxes.

4. An eligible employee may only elect to waive his/her medical insurance coverage if the employee provides written proof of alternate coverage. Eligibility shall also be subject to the NJ State rules and regulations. This alternate coverage may not be a state or federally sponsored coverage such as Medicare. The State plan does not allow a waiver to an individual who waives if they are enrolled in the State plan. Coverage may be resumed if the spouse's or partner's dependent coverage is no longer in effect. The decision of an employer to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

5. If an employee chooses to opt out of the Newark Public School plan and wishes to voluntarily waive medical benefits, they must complete a waiver form to be prescribed by the district and follow the process established by the district. Process and timelines for reinstatement of coverage shall be established and delineated by the Newark Public School's Benefits Office.

An employee who wishes to resume coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. The employee may re-enroll in any Newark Public School health plan.

## **SECTION 2 MATERNITY LEAVE**

### **A. LENGTH OF MATERNITY LEAVE**

Upon certification by a competent physician and application by a teacher, the Newark Public Schools shall grant an unpaid leave for maternity for a period of no more than one (1) year.

### **B. RETURN TO SERVICE**

A teacher on maternity leave shall be reinstated at any time during the period of such leave upon request of the teacher.

### **C. EXTENDED MATERNITY LEAVE**

Leave shall be extended for a period of one (1) year by the Newark Public Schools for care of child, if requested by the teacher.

### **D. SENIORITY AND SALARY**

A teacher returning from a maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective. Salary placement shall be at the same step as when the leave became effective except that when the teacher has completed ninety (90) days or more of a school year, it shall count as a full year.

### **E. SENIORITY RIGHTS DURING MATERNITY LEAVE**

Seniority rights shall be maintained during the period of such leave.

### **SECTION 3 MILITARY LEAVE**

#### **A. INDUCTED TEACHER**

Military Leaves of absence shall be granted without pay according to the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) 38 U.S.C. 403, et seq., for up to 5 years to any person who is absent from a job because of uniformed service. USERRA applies to all leaves of absence for all categories of military leave except “State Active Duty” or Governor “call ups”, which are protected under N.J.S.A. 38:23C-20a.

#### **B. SALARY SCHEDULE PLACEMENT**

Upon return to the school system, such inducted teacher will be placed on a step of the salary scale as if he had never left.

#### **C. REINSTATEMENT AND SENIORITY**

The teacher returning from military service will be reinstated and will attain seniority as if he had never left.

#### **D. RESERVE DUTY**

Teachers called for active reserve duty for periods of two (2) weeks or less shall suffer no loss of pay or benefits for up to 90 days per year, pursuant to N.J.S.A. 38A:4-4a.

### **SECTION 4 EXISTING LEAVE POLICY**

No deduction of salary of a regular employee shall be made for absence as follows:

#### **A. DEATH IN IMMEDIATE FAMILY/HOUSEHOLD**

Death in the immediate family or household - up to five (5) consecutive working days immediately following the death. The immediate family and household are defined as follows: spouse, domestic partner only, child (including stepchild), parent (including parent-in-law and stepparent), sibling, grandparent, and grandchild.

#### **B. COURT SUBPOENA**

Absence on account of court subpoena.

#### **C. QUARANTINE**

Quarantine.

#### **D. EXCUSED ATTENDANCE AT CONFERENCE**

Attendance at conferences when excused by the State District Superintendent.

#### **E. MARRIAGE**

The State District Superintendent may grant two (2) weeks furlough, without pay, for the marriage of the teacher.

## **SECTION 5 MAINTENANCE OF RIGHTS AND BENEFITS**

### **A. FULL BENEFITS DURING LEAVE**

Teachers on leave with pay shall continue to receive full benefits provided by the Newark Public Schools as stated in this Agreement.

### **B. RETURNING TO FULL-TIME EMPLOYMENT UPON TERMINATION OF LEAVE**

Any teacher returning to full-time employment in the Newark Public Schools upon termination of any leave shall be returned to his/her area of certification and previous grade assignment.

## **SECTION 6 RETIREMENT (Effective July 1, 2004)**

### **A. 90 DAYS NOTICE FOR RETIREMENT**

Teachers who retire must give the Newark Public Schools at least ninety (90) days advance notice for retirements that occur on dates other than July 1st of each year. When a resignation or retirement has been approved by the Superintendent, the resignation or retirement may not be rescinded except for extraordinary circumstances as determined by the Superintendent.

Effective July 1, 2012 the following notification is required for retirement effective July 1:

#### **1. For retirement effective July 1:**

- i. An educator who provides notification by April 1 of the school year will receive the current formula for pay for accumulated days. An estimate of the benefit based on the days held at the point of notification will be provided, adjusted by later utilization of days or additional accumulation of days.
- ii. An educator who provides notice prior to February 15 shall be paid a premium of 5% over the amount for which s/he would be entitled if s/he provided notice of at least 90 days.
- iii. An educator who provides notice prior to December 1 of the school year in which s/he will retire will receive a maximum premium of 10%.

2. For notification of retirement effective any date (July 1 or otherwise) – In the event an educator does not provide notice within the 90-day required deadline, the following deductions will be made:

- A deduction of 5% will be made for notice between 60-89 days in advance of the effective retirement date.
- A deduction of 10% will be made for notice between 30-59 days in advance of the effective retirement date.
- A deduction of 75% will be made for failing to provide at least 30 days' notice in advance of the effective retirement date.

3. A person with extenuating circumstances may seek a waiver of the penalty if approved by the District. Such approval will not be unreasonably withheld. Significant changes in the lifestyle of an individual, such as the health of the individual or their spouse/partner or

other significant family member, death or divorce or separation would be among those changes considered. Approval for waiver of the penalty shall be within the sole discretion of the Superintendent.

#### B. CONVERSION OF SICK DAYS FOR MID-YEAR RETIREMENTS

Employees who retire mid-year and give the ninety (90) days' notice days' notice set forth above will be compensated for accumulated sick leave as follows:

1. FIRST 90 DAYS	Effective 2009-2010
Teachers -	\$125
Secretaries -	\$ 80
Aides -	\$ 65

#### 2. 91 - 150 DAYS

For the next sixty (60) days accumulated, one day's pay for each four (4) days accumulated, said days pay compensable at the 1/200th daily rate of pay for said employees, then existing;

#### 3. 151 - 250 DAYS

For a total number of sick days between one hundred fifty-one (151) to two hundred fifty (250) days, one day's pay for each five (5) accumulated days said days compensable at the rate of one hundred fifteen dollars (\$115) each.

#### 4. OVER 250 DAYS

For all accumulated sick days in excess of two hundred fifty (250) days, one day's pay for each five (5) accumulated days, said days' pay to be compensable at the rate of ninety dollars (\$90) per day.

#### 5. REQUIREMENT

All converted sick leave shall be deducted from the total number subject to be converted (a) at the end of the school year, or (b) upon retirement.

#### 6. EXCEPTIONS TO THE 90 DAYS NOTICE

Exceptions to the ninety (90) days' notice days' notice requirement for eligibility to convert accumulated sick leave may be granted by the Superintendent for reasons of personal illness of either the employee or a member of the employee's immediate family.

#### C. CONVERSION OF SICK DAYS FOR JULY 1ST RETIREMENTS

1. FIRST 90 DAYS	Effective 2009-2010
Teachers -	\$135
Secretaries -	\$ 90
Aides -	\$ 70

#### 2. 91 - 150 DAYS

For the next sixty (60) days accumulated, one day's pay for each three and a half (3.5) days accumulated, said days' pay compensable at the 1/200th daily rate of pay for said employees, then existing;



3. 151 - 250 DAYS

For a total number of sick days between one hundred fifty-one (151) and two hundred fifty (250) days, one day's pay for each five (5) accumulated days said days compensable at the rate of one hundred twenty five dollars (\$125) each.

4. OVER 250 DAYS

For all accumulated sick days in excess of two hundred fifty days (250), one day's pay for each five (5) accumulated days, said days' pay to be compensable at the rate of one hundred fifteen dollars (\$115) per day.

5. REQUIREMENT

All converted sick leave shall be deducted from the total number subject to be converted (a) at the end of the school year, or (b) upon retirement.

**SECTION 7 – NEW JERSEY FAMILY LEAVE ACT / FEDERAL FAMILY & MEDICAL LEAVE ACT**

A. FULFILLING REQUIREMENTS FOR NJFLA OR FMLA

Employees taking leave pursuant to either the New Jersey Family Leave Act (NJFLA) or the Federal Family and Medical Leave Act (FMLA) will be required to fulfill all the requirements of the Act selected, including when appropriate, the inclusion of sick leave, personal leave, vacation days, etc. in the leave.

B. PERMITTED PURPOSES FOR LEAVE

- a. Employees shall have up to 12 weeks of unpaid leave during any 12 month period for the following reasons:
  - i. for the birth and care of a newborn child of the employee;
  - ii. for placement with the employee of a son or daughter for adoption or foster care;
  - iii. to care for a spouse, son, daughter, or parent with a serious health condition;
  - iv. to take medical leave when the employee is unable to work because of a serious health condition (not applicable if the employee is taking time under NJFLA); or
  - v. for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
- b. Employees shall not accrue seniority while on unpaid Family Leave.
- c. Employees seeking time off under the NJFLA cannot utilize such time for their own illness or medical condition. If an employee has exhausted all of his or her time under the FMLA due to his or her disability, the employee may be entitled to additional time under the NJFLA to care for a sick child, spouse or parent.
- d. The FMLA provides up to twelve weeks in a 12-month period, rather than a 24-month period as provided in the NJFLA.

D. ATTENDANCE IMPROVEMENT PLAN

Absence for approved NJFLA or FMLA leaves will not be included in the Attendance Improvement Program.

**ARTICLE XI - PROMOTIONS - NOTICE OF VACANCIES**

A. PROMOTIONAL POSITIONS

1. PROMOTIONAL POSITIONS

Promotional positions are defined as follows: positions which pay a special salary differential, which involves in part or in full the performance of supervisory or administrative duties and which include the positions of State District Superintendent, Assistant State District Superintendent (Deputy), Assistant State District Superintendent, associate to the Assistant Executive, director, supervisor, principal, vice principal, coordinator attached to the central office staff, department chairperson, head guidance counselor, and supervisory assistant.

2. NOTICE OF VACANCY

The notice of any vacancy shall clearly state all qualifications, requirements, duties and any other pertinent information respecting the vacancy. It shall also include the salary to be paid in such a position. Each such notice shall be posted online and notice of said posting will be provided to the Union.

3. TIME OF POSTING FOR VACANCIES

All notices of vacancies shall be posted and otherwise publicized no less than ten (10) calendar days prior to the time at which the receiving of applications for said vacancies is closed. Newark Public Schools will notify the Union of such postings.

4. RIGHT TO APPLY FOR PROMOTIONAL POSITIONS

The right to apply and compete for any and all promotional positions shall be open to all employees who meet the qualifications and requirements of any or all of the respective positions to be filled.

## **ARTICLE XII - SUPPLEMENTAL FRINGE BENEFITS**

### **SECTION A MAINTENANCE OF BENEFITS**

Benefits under this article shall be made available for all employees in the bargaining unit. The level of such benefits shall be established by the Trustees of the Supplemental Fringe Benefits Fund in accordance with Agreement and Declaration of Trust establish that Fund including all amendments to that Trust Agreement. The Newark Public Schools agrees to budget and appropriate funds sufficient to cover the actual cost of benefits only, such benefits to be provided for Fund beneficiaries. The cost of benefits to be paid shall only include unit members identified as Newark Public Schools employees in Branch 1 of the Fund's schedule of payments, which schedule was in place as of August 14, 1984. The Newark Public Schools and Union agree that each shall appoint and maintain a full complement of trustees during the life of this Agreement and in the event that a trustee vacancy shall occur, the appointing party shall fill said vacancy within forty-five (45) days of the date when the vacancy shall first occur.

### **SECTION B REVIEW OF BENEFITS PROVIDER**

The Newark Public Schools and the Union jointly acknowledge that the cost of benefits has increased drastically over the last several years. The Newark Public Schools and the Union agree that the containment of cost is the responsibility of the parties. To this end, the Newark Public Schools and the Union agree that their Trustee representatives to the Supplemental Fringe Benefits Fund must exercise extreme prudent efforts to both contain cost and provide the best possible benefits to the affected employees.

The Newark Public Schools and the Union shall recommend to the Supplemental Fringe Benefits Fund:

1. That the SFBF shall solicit open market competitive quotes on the entire supplemental employee benefit package bargaining unit members.
2. That the SFBF shall, after review of all quotes, review and select a benefit provider.
3. That the SFBF shall inform the Newark Public Schools and the Union of the name of the selected benefit provider, the premium cost and the level of benefits.

The SFBF shall review on an annual basis the performance of the benefit provider, to determine whether the provider should be retained. The performance review shall take place not later than ninety (90) days prior to the expiration of the provider agreement. The SFBF shall provide a written report to the Newark Public Schools and the Union. This report shall outline the conclusions of the performance review.

## **ARTICLE XIII- EXTRACURRICULAR ACTIVITIES & SUPPLEMENTAL COMPENSATION**

### **A. GENERAL PROVISIONS**

#### **1. ELIGIBILITY**

At any one time no teacher shall be eligible to hold a second position for which extra compensation is received unless there is no other applicant for the second position.

#### **2. SELECTION**

Selection shall be based on consideration of qualifications, seniority, personal preferences of the applicant, integration of staff, and the welfare of children and the community.

#### **3. IN-SERVICE CREDIT**

The Newark Public Schools shall continue to grant In-Service Credit for participation in all current and future unpaid activities under this section.

#### **4. MINIMUM TEACHERS ASSIGNED TO RECREATION CENTERS**

If and when a recreation program is instituted, the minimum number of teachers assigned shall be negotiated at that time.

#### **5. SEXUAL EQUALITY OF COACHES PAY**

Male and Female coaches shall receive the same compensation for similar services.

#### **6. PRIORITY CONSIDERATION**

All full-time, certified employees who apply for coaching & extracurricular positions will be considered for the position prior to giving consideration to part-time certified employees or persons from outside the Newark Public Schools. Employees from the building where the vacancy exists will be given consideration prior to considering the applications of employees from other buildings or from outside the Newark Public Schools. All full-time unit employees who apply shall be given first preference for all coaching & extracurricular positions.

### **B. CLUBS AND ACTIVITIES SELECTION**

#### **1. APPLICATIONS**

All openings for club advisors, school publications and all other non-athletic extra-curricular activities shall be made by soliciting applications from all eligible teachers.

#### **2. ELIGIBILITY**

Eligibility shall depend on the criteria set forth in Section A above in addition to a subject area qualification wherever applicable.

#### **3. PRINCIPAL APPOINTMENTS**

The principal shall fill the openings and notify the appropriate Assistant State District Superintendent. Preference in selection shall be given to teachers from the schools where the activity takes place.

#### 4. REASON FOR NON-SELECTION

Each applicant not picked shall have the right to demand in writing the principal's reason for this selection.

#### 5. APPOINTMENT PROTECTION

Employees who currently occupy extra-curricular positions shall retain such positions unless substantive reasons can be given for their removal.

#### 6. PREFERENCE FOR POSITION

Any teacher whose idea for a new extra-curricular activity is accepted shall have first preference for that position.

#### 7. ROTATION OF APPOINTMENTS

All non-athletic extra-curricular positions shall be rotated every three (3) years if there are eligible qualified candidates for these positions.

### C. EXTRACURRICULAR COMPENSATION PAY DATES/INSTALLMENTS

#### 1. PAY DATES AND INSTALLMENTS

Stipend payments shall be made in two (2) equal installments.

The first installment for full year activities shall be issued with the tenth (10th) paycheck of the year. The second installment for full year activities shall be issued at the conclusion of the school year.

Separate checks will be issued for the stipends listed in Article XIII, Section C.

2. EXTRA-CURRICULAR COMPENSATION SALARY GUIDE

Effective July 1, in each appropriate year:

<b>Category</b>	<b>Level</b>	<b>Effective 2010-- 2015</b>
<b>Advisor</b>	Eighth Grade	\$1,415
	Junior Class	\$1,495
	Literature	\$3,190
	Student Council	\$3,325
<b>Head Director</b>	Director	\$6,835
	Assistant Director	\$3,475
<b>Baseball</b>	Secondary Head Coach	\$8,110
	Secondary Assistant Coach	\$5,960
	Elementary Coach	\$3,370
<b>Basketball</b>	Secondary Head Coach	\$9,110
	Secondary Assistant Coach	\$6,075
	Elementary Coach	\$3,970
<b>Bowling</b>	Head Coach	\$5,960
	Assistant Coach	\$3,415
<b>Chaperones</b>		\$225
<b>Close Up</b>		
<b>Program</b>	Secondary Coordinator	\$3,325
<b>Club Sponsors</b>		\$770
<b>Concerts</b>		\$545
<b>Cheerleader</b>		\$3,415
<b>Debate</b>	Advisor (Elementary)	\$1,415
	City Wide Coordinator	\$10,630
	Secondary Head Coach	\$8,875
	Secondary Coordinator	\$3,325
<b>Drama</b>	Intermediate Coach	\$5,560
	Secondary Head Coach	\$4,125
	Middle School Coach	\$1,865
<b>Faculty</b>		
<b>Managers</b>	Secondary	\$6,850
<b>Fencing</b>	Coach	\$5,960
<b>Field Hockey</b>	Coach	\$5,960
<b>Football</b>	Secondary Head Coach	\$10,630
	Secondary Assistant Coach	\$7,595
<b>Future Teacher</b>	Mentor	\$3,225
	Coordinator	\$3,125
<b>Golf</b>	Coach	\$5,185
<b>Gymnastics</b>	Coach	\$8,110
<b>Honor Society</b>		\$1,220
<b>Ice Hockey</b>	Coach	\$6,075
<b>Interscholastic</b>		
<b>Sports</b>	Girls	\$5,765
<b>Intramural</b>		
<b>Activities</b>	Girls	\$3,365
<b>Lacrosse</b>	Coach	\$3,960
<b>Newspaper</b>	Senior High	\$5,275
	Academy of Vocational Careers and Newark Vocational	\$2,620
<b>Peer</b>	Advisor	\$3,900
	Coordinator	\$6,065

<b>Category</b>	<b>Level</b>	<b>Effective 2010-- 2015</b>
<b>Robotics</b>	City Wide Coordinator	\$10,630
	Secondary Head Coach	\$8,875
	Intermediate Coach	\$5,960
<b>Senior Class</b>	Advisor	\$5,165
	Advisor (Academy of Vocational Careers and Newark Vocational)	\$2,585
<b>Skiing</b>	Coach	\$5,960
<b>Soccer</b>	Secondary Head Coach	\$7,595
	Secondary Assistant Coach	\$5,185
<b>Softball</b>	Secondary Head Coach	\$8,110
	Secondary Assistant Coach	\$5,960
	Elementary Coach	\$3,970
<b>Special Olympics</b>	District Wide Coordinator	\$4,120
<b>Student Leadership Group</b>	Secondary Coordinator	\$3,325
<b>Swimming</b>	Coach	\$5,950
<b>Tennis</b>	Secondary Head Coach	\$5,375
	Secondary Assistant Coach	\$3,475
<b>Track - Cross Country</b>	Secondary Head Coach	\$5,765
	Secondary Assistant Coach	\$5,185
<b>Track - Indoor</b>	Secondary Head Coach	\$6,835
<b>Track - Indoor</b>	Secondary Assistant Coach	\$5,185
<b>Track -</b>	Secondary Head Coach	\$8,110
<b>Track -</b>	Secondary Assistant Coach	\$5,960
<b>Track - Elem.</b>	Elementary Coach	\$3,970
<b>Treasurer</b>	High School	
	Enrollment over 1000	\$5,300
	Enrollment under 1000	\$5,050
	Eighth Grade	
	4-6 Classes	\$2,520
<b>Twirling</b>	1-3 Classes	\$1,272
	Advisor (Fall)	\$3,370
	Advisor (Winter)	\$3,370
	Advisor (Elementary)	\$1,220
<b>Volleyball</b>	Secondary Head Coach	\$5,360
	Secondary Assistant Coach	\$5,165
<b>Winter Guard (Drill Team)</b>	Secondary Head Coach	\$5,260
<b>Wrestling</b>	Secondary Head Coach	\$6,835
	Secondary Assistant Coach	\$5,185
<b>Yearbook</b>	Senior High	\$6,075
	Academy of Vocational Careers and Newark Vocational	\$3,040
	Yearbook/Newspaper	\$1,630
	Yearbook/Newspaper (Middle)	\$1,630

**ARTICLE XIV - TEACHERS SALARY**

**SECTION 1 TEACHER SALARY GUIDE**

A. Universal Salary Scale for all teachers

1. Effective in the 2012-2013 school year, Newark Public School will implement a new universal salary scale for all teachers. All new hires and current teachers on the BA scale shall be compensated according to the universal salary scale as provided below:

Step	Universal Salary Scale		
	SY 2012-13	SY 2013-14	SY 2014-15
1	50,337	50,674	51,012
2	50,620	51,027	51,434
3	51,243	51,758	52,273
4	52,116	52,989	53,861
5	53,111	54,001	54,890
6	54,421	55,333	56,244
7	54,871	55,973	57,076
8	55,570	57,014	58,457
9	56,674	58,378	60,082
10	58,127	59,637	61,146
11	59,994	60,998	62,003
12	66,311	66,422	66,533
13	69,692	70,346	71,000
14	76,000	73,547	75,500
15	88,088	78,797	80,000
16		88,969	85,472
17			90,000
18			93,321

Longevity	
15 Year	2,025
20 Year	3,775
25 Year	3,775
30 Year	1,400

2. Newark Public School agrees to pay a one-time payment upon contract ratification totaling up to \$31 million with amount per employee as agreed upon by the parties. Any employee with a Withholding of Increment (WHI) or tenure charge will be entitled to retroactive pay minus the full amount withheld for the respective years) as consistent with past practice, unless overturned in a proceeding under NJ Article 18. No payment shall be considered precedent for future contract.

3. Current teachers with a BA, MA and PhD who choose to move to the new salary scale shall be paid a one-time transition stipend, amount per employee to be agreed upon by the parties as provided below:



<b>2012 Transition Stipend Values, by Step and Lane</b>					
<b>Current Step</b>	<b>BAs</b>	<b>MAs</b>	<b>PhDs</b>	<b>CST</b>	<b>Other NTU</b>
1	\$500	\$500	\$5,500	\$0	\$0
2	\$500	\$500	\$5,500	\$0	\$0
3	\$500	\$500	\$5,500	\$0	\$0
4	\$500	\$500	\$5,500	\$0	
5	\$500	\$500	\$5,500	\$0	
6	\$500	\$500	\$5,500	\$0	
7	\$500	\$500	\$5,500	\$0	
8	\$500	\$500	\$5,500	\$0	
9	\$500	\$500	\$5,500	\$0	
10	\$2,500	\$4,500	\$5,500	\$0	
11	\$4,500	\$6,500	\$5,500	\$0	
12	\$6,500	\$10,500	\$5,500	\$0	
13	\$500	\$10,500	\$5,500		
14	\$500	\$500	\$5,500		

4. Current teachers on the former MA or PhD scale who choose to remain on the existing salary scale, will be paid a one-time stipend, amount per employee to be agreed upon by the parties.

- Current teachers on the MA and PhD scales may choose to remain on the former scale or move to the new scale through a salary scale selection form.
- The choice shall be made within one month of ratification through a process to be issued in writing by Newark Public School after consultation with the Union.
- For current teachers who choose to remain on the former MA and PhD scales, the existing MA and PhD guides will be replaced with revised guides and annual stipends and said employees will remain on this scale for their entire career with the District.

5. Upon verification of degree, teachers who received an MA, PhD, or the equivalent and provide verification of this to the reasonable satisfaction of Newark Public Schools, and submitted an application for salary degree advancement to Human Resource Services, by September 4, 2012 will move to the appropriate salary guide (MA or PhD). They will then have the option to remain on that guide or move to the universal scale.

If they choose not to move to the Universal Scale, the following scales will be in effect:

<b>Expanded Current Salary Scale, plus Stipends for Teachers with Master's Degrees</b>						
<b>Step</b>	<b>Base Salary</b>			<b>Annual Stipend</b>		
	<b>SY 2012-13</b>	<b>SY 2013-14</b>	<b>SY 2014-15</b>	<b>SY 2012-13</b>	<b>SY 2013-14</b>	<b>SY 2014-15</b>
<b>1</b>	51,000	51,000	51,000	0	0	0
<b>2</b>	52,273	52,273	52,273	300	600	900
<b>3</b>	52,788	52,788	52,788	300	600	900
<b>4</b>	53,303	53,303	53,303	300	600	900
<b>5</b>	53,818	53,818	53,818	300	600	900
<b>6</b>	54,590	54,590	54,590	400	600	900
<b>7</b>	55,373	55,373	55,373	400	700	900
<b>8</b>	56,135	56,135	56,135	400	700	1,000
<b>9</b>	57,656	57,656	57,656	400	700	1,000
<b>10</b>	58,568	58,568	58,568	400	700	1,000
<b>11</b>	61,200	61,200	61,200	0	700	1,000
<b>12</b>	67,760	67,760	67,760	0	0	1,000
<b>13</b>	75,000	75,000	75,000	0	0	0
<b>14</b>	83,000	83,000	83,000	0	0	0
<b>15</b>	91,900	88,000	88,000	100	0	0
<b>16</b>		92,500	93,044		400	500

<b>Longevity</b>	
15 Year	2,025
20 Year	3,775
25 Year	3,775
30 Year	1,400

Teachers with PhDs Who Remain on PhD Salary Scale

Step	2010	2011	2012	2013 Salary	2013 Stipend	2014 Salary	2014 Stipend	2015 Salary	2015 Stipend
1	\$53,000	\$53,000	\$53,000						
2	\$54,723	\$54,723	\$54,723	\$54,723	\$300				
3	\$55,755	\$55,755	\$55,755	\$55,755	\$300	\$55,755	\$600		
4	\$56,788	\$56,788	\$56,788	\$56,788	\$300	\$56,788	\$600	\$56,788	\$900
5	\$57,287	\$57,287	\$57,287	\$57,287	\$300	\$57,287	\$600	\$57,287	\$900
6	\$57,650	\$57,650	\$57,650	\$57,650	\$400	\$57,650	\$600	\$57,650	\$900
7	\$58,012	\$58,012	\$58,012	\$58,012	\$400	\$58,012	\$700	\$58,012	\$900
8	\$58,478	\$58,478	\$58,478	\$58,478	\$400	\$58,478	\$700	\$58,478	\$1,000
9	\$59,670	\$59,670	\$59,670	\$59,670	\$400	\$59,670	\$700	\$59,670	\$1,000
10	\$61,028	\$61,028	\$61,028	\$61,028	\$400	\$61,028	\$700	\$61,028	\$1,000
11	\$63,240	\$63,240	\$63,240	\$63,240	\$0	\$63,240	\$700	\$63,240	\$1,000
12	\$70,500	\$70,500	\$70,500	\$70,500	\$0	\$70,500	\$0	\$70,500	\$0
13	\$80,725	\$80,725	\$80,725	\$76,000	\$0	\$76,000	\$0	\$76,000	\$0
14	\$94,209	\$94,209	\$94,209	\$86,000	\$0	\$84,000	\$0	\$84,000	\$0
15				\$94,680	\$500	\$90,000	\$0	\$90,000	\$0
16						\$95,153	\$500	\$95,629	\$500

6. Newark Public School shall implement a new educator evaluation system with four summative rating categories beginning in school year 2012-2013. There shall be movement on the steps and remuneration on the scale only by effective professional performance and valued experience.

- Only educators who receive an effective or highly effective annual summative evaluation ratings will be entitled to move up one step on the salary scale.
- Educators who receive an ineffective annual summative evaluation rating will stay on their current salary step. These educators may request a Peer Validator.
- Educators who receive a partially effective annual summative evaluation rating may remain on their current salary step. The decision about whether or not these educators will remain on their step is at the sole discretion of the Superintendent who will consult with Peer Validators.
- Educators who receive a partially effective annual summative evaluation rating and are rated effective or highly effective in the following year's annual summative evaluation rating shall be entitled to a one-time stipend worth 50% of the difference between their new step and their old step as an incentive for improvement.
- The specific intent of the parties is to create a new compensation system where increments and raises are earned through effective performance. The parties agree to utilize peer validators and the peer oversight committee to consult with the Superintendent and make recommendations on disputes concerning the new compensation system to avoid expenditures of public

funds. The final decision rests with the Superintendent. The process set forth in this section shall be the full process and is binding.

B. Rewards and Performance:

1. For the duration of this contract, educators who are evaluated on the new evaluation framework and who are being compensated on the universal salary scale are eligible for one-time annual bonuses that are not part of base salary and are not pensionable.

2. Rewards are as follows:

- Highly effective rating on annual summative evaluation – up to \$5,000
- Employment in the lowest (25%) performing schools and highly effective rating on annual summative evaluation – up to \$5,000
- Employment in hard-to-staff subjects and highly effective rating on annual summative evaluation – up to \$2,500
- Completion of a district-approved program aligned to district priorities and Common Core State Standards – up to \$20,000
  - \$10,000 shall be received upon completion of the approved program and \$10,000 shall be received upon completing 3 additional years of service to Newark Public Schools.
  - A consultative committee composed of representatives from Newark Public Schools, Union, City Administrator and Supervisor Association (CASA), higher education, and New Jersey Department of Education will make recommendations on program criteria to the Superintendent. The number of members from the District will equal the total number of members from Union and City Administrator and Supervisor Association.

3. Rewards are cumulative. Example: A teacher who receives a highly effective evaluation rating, works in one of the 25% lowest performing schools, and serves in a hard-to-staff subject area could receive an annual bonus of up to \$12,500 on top of his/her annual salary.

4. In the unlikely event that philanthropic funds are not available for Section B, Newark Public Schools and Union will negotiate to adjust Section B as necessary. Newark Public Schools agrees to allocate up to \$20 million for rewards.

C. LONGEVITY

Longevity increments shall be paid starting in the 15th, in the 20th, in the 25th and in the 30th year of permanent employment, which shall be active but does not have to be continuous. Employment in other school districts or school systems is not to be counted for purposes of longevity.

NOTE: 15th year longevity (15th through 19th years) is non-cumulative; 20th, 25th and 30th are cumulative. The longevity amounts are shown on each salary guide.

D. PRIOR CREDIT

1. Effective July 1, 2004, the Newark Public Schools shall have the right, at its sole discretion, to grant a hiring bonus of \$3,000 for a first year teacher with no prior teaching

experience and a bonus of \$4,000 to a teacher with three or more years of experience in critical certification areas. The Superintendent shall have the right, at her/his sole discretion, to grant advanced standing on the salary guide.

The critical certification areas, for first year teachers as well as experienced teachers, are subject to change on an annual basis after consultation with the Union.

This provision is not grievable.

2. Credit on the salary schedule for prior service will be given to all teachers for years of accredited teaching experience, on a year-for-year basis, up to the maximum step on the salary guide. In crediting previous teaching experience for salary purposes, completion of the full academic year is required for recognition.

Credit for teaching and Newark Public School substitute experience shall be given for work done after completion of teacher training requirements in the jurisdiction in which the service took place, or under certification in the jurisdiction in which the service took place, or after the completion of a bachelor's degree.

3. In crediting military service for salary purposes, completion of the full calendar year is required for recognition. Up to four (4) years credit on the salary guide will be granted for military service.

4. Credit pursuant to this Agreement shall not be retroactive, but rather entitle each teacher to the right to receive credit commencing with the effective date of this agreement.

#### E. PRIOR CREDIT - SPECIAL NEEDS AREAS

Credit on the salary schedule will be given to all teachers for related work experience on a year-for-year basis, up to the maximum step on the salary guide.

Credit for work experience shall be given for special or critical need areas, under Emergency Certification or the Alternate Route Program.

In crediting military service for salary purposes, completion of one calendar year required for recognition.

#### F. PREVENTION SPECIALIST

The title of Prevention Specialist entitles them to all rights, benefits and emoluments contained in the collective bargaining agreement, effective February 2, 2004 - June 30, 2006 and all successor agreements.

The work year for the Prevention Specialist shall begin the 1st official day of school in September through and up until the last day of school in June.

The work day of the Prevention Specialist shall be defined in the collective bargaining agreement.

The base salary of the Prevention Specialist shall be the same as set forth on the Teachers Compensation Salary Guides.

The Prevention Specialist shall be evaluated by the Principal or Director of Special Programs.

If the Grant is not renewed, the employee will return to his/her previous position with or without loss of pay, however, without loss of seniority.

If the Grant is not renewed, new employees hired for this program may not be offered continuous employment in the District. This is a non-tenured position.

**SECTION 2 PSYCHOLOGISTS, SOCIAL WORKERS, LEARNING DISABILITY TEACHER CONSULTANTS, & OCCUPATIONAL THERAPIST**

Effective July 1st in each appropriate year

Step	2010	2011	2012	2013	2013 Stipend	2014	2014 Stipend	2015	2015 Stipend
1	\$57,260	\$57,260	\$57,260						
2	\$58,425	\$58,425	\$58,425	\$58,425	\$290				
3	\$59,450	\$59,450	\$59,450	\$59,450	\$300	\$59,450	\$600		
4	\$60,475	\$60,475	\$60,475	\$60,475	\$300	\$60,475	\$610	\$60,475	\$910
5	\$61,434	\$61,434	\$61,434	\$61,434	\$310	\$61,434	\$620	\$61,434	\$930
6	\$62,930	\$62,930	\$62,930	\$62,930	\$310	\$62,930	\$630	\$62,930	\$950
7	\$65,417	\$65,417	\$65,417	\$65,417	\$0	\$65,417	\$0	\$65,417	\$0
8	\$68,614	\$68,614	\$68,614	\$68,614	\$0	\$68,614	\$0	\$68,614	\$0
9	\$71,964	\$71,964	\$71,964	\$71,964	\$0	\$71,964	\$0	\$71,964	\$0
10	\$75,100	\$75,100	\$75,100	\$75,100	\$0	\$75,100	\$0	\$75,100	\$0
11	\$84,100	\$84,100	\$84,100	\$80,000	\$0	\$80,000	\$0	\$80,000	\$0
12	\$96,706	\$96,706	\$96,706	\$88,100	\$0	\$84,100	\$0	\$84,100	\$0
13				\$96,706	\$625	\$92,200	\$0	\$90,000	\$0
14						\$96,706	\$1260	\$96,706	\$1,750

**NOTE:** Effective February 2004, all members of the Child Study Teams shall be paid on this salary guide. Psychologists, Social Workers and LDTC's who are not members of the Child Study Teams shall be paid on the appropriate teacher's salary guide.

**SECTION 3 PIANIST SALARY**

Effective July 1st in each appropriate year

**PIANIST SALARY GUIDE**

<b>2010-2015</b>	
<b>STEP</b>	
1	39,780
2	40,545
3	41,310
4	41,866
5	42,515
6	45,562
1 <sup>st</sup> Long	2,025
Long 15	47,587
2 <sup>nd</sup> Long	3,775
Long 20	49,337
3 <sup>rd</sup> Long	3,775
Long 25	53,112
4 <sup>th</sup> Long	1,400
Long 30	54,512

**SECTION 4 COURT REPRESENTATIVES SALARY GUIDE**

Effective July 1st each appropriate year

A. SCHEDULE FOR BA LEVEL (Bachelor Degree)

<b>Step</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2013 Stipend</b>	<b>2014</b>	<b>2014 Stipend</b>	<b>2015</b>	<b>2015 Stipend</b>
1	\$53,040	\$53,040	\$53,040						
2	\$54,060	\$54,060	\$54,060						
3	\$55,080	\$55,080	\$55,080						
4	\$55,777	\$55,777	\$55,777						
5	\$56,948	\$56,948	\$56,948						
6	\$57,788	\$57,788	\$57,788						
7	\$59,598	\$59,598	\$59,598						
8	\$61,553	\$61,553	\$61,553	\$61,553	\$300				
9	\$63,940	\$63,940	\$63,940	\$63,940	\$0	\$63,940	\$600	\$63,940	\$0
10	\$68,952	\$68,952	\$68,952	\$68,952	\$0	\$68,952	\$0	\$68,952	\$900
11	\$81,600	\$81,600	\$81,600	\$81,600	\$0	\$81,600	\$0	\$81,600	\$0
12	\$98,117	\$98,117	\$98,117	\$98,117	\$580	\$98,117	\$1170	\$98117	\$0

B. FOR MA LEVEL (Masters Degree)

(Bachelor Degree plus 30 Graduate Credits)

COURT REPRESENTATIVES SALARY GUIDE

Step	2010	2011	2012	2013	2013 Stipend	2014	2014 Stipend	2015	2015 Stipend
1	\$55,080	\$55,080	\$55,080						
2	\$56,100	\$56,100	\$56,100						
3	\$57,120	\$57,120	\$57,120						
4	\$58,366	\$58,366	\$58,366						
5	\$59,268	\$59,268	\$59,268						
6	\$60,183	\$60,183	\$60,183	\$60,183	\$300				
7	\$61,973	\$61,973	\$61,973	\$61,973	\$0	\$61,973	\$590		
8	\$63,462	\$63,462	\$63,462	\$63,462	\$0	\$63,462	\$0	\$63,462	\$2,379
9	\$65,895	\$65,895	\$65,895						
10	\$70,380	\$70,380	\$70,380						
11	\$84,576	\$84,576	\$84,576						
12	\$100,304	\$100,304	\$100,304						



C. FOR Ph.D. LEVEL (Doctorate Degree)

(Masters' Degree plus 30 Graduate Credits  
or Bachelor Degree plus 60 Graduate Credits)

COURT REPRESENTATIVES SALARY

<b>COURT REPRESENTATIVES PHD LEVEL 2010-2015</b>	
<b>STEP</b>	
1	55,590
2	57,630
3	58,650
4	60,231
5	61,137
6	62,081
7	62,861
8	65,413
9	67,825
10	68,952
11	81,600
12	102,490
1 <sup>st</sup> Long	2,025
Long 15	104,515
2 <sup>nd</sup> Long	3,775
Long 20	106,265
3 <sup>rd</sup> Long	3,775
Long 25	110,040
4 <sup>th</sup> Long	1,400
Long 30	111,440

## SECTION 5 COORDINATOR SALARY GUIDES

Effective July 15<sup>th</sup> each appropriate year

### A. Coordinator Universal Scale

Step	Coordinator Universal Scale		
	SY 2012-13	SY 2013-14	SY 2014-15
1	52,587	52,924	53,262
2	52,870	53,277	53,684
3	53,493	54,008	54,523
4	54,366	55,239	56,111
5	55,361	56,251	57,140
6	56,671	57,583	58,494
7	57,121	58,223	59,326
8	57,820	59,264	60,707
9	58,924	60,628	62,332
10	60,377	61,887	63,396
11	62,244	63,248	64,253
12	68,561	68,672	68,783
13	71,942	72,596	73,250
14	78,250	75,797	77,750
15	90,338	81,047	82,250
16		91,219	87,722
17			92,250
18			95,571

### Longevity

15 Year	2,025
20 Year	3,775
25 Year	3,775
30 Year	1,400

COORDINATOR SALARY GUIDE

B. SCHEDULE FOR MA LEVEL (Master's Degree)

<b>Coordinator - Existing MAs</b>						
<b>Step</b>	<b>Salary</b>			<b>Annual Stipend</b>		
	<b>SY 2012-13</b>	<b>SY 2013-14</b>	<b>SY 2014-15</b>	<b>SY 2012-13</b>	<b>SY 2013-14</b>	<b>SY 2014-15</b>
<b>1</b>	53,250	53,250	53,250	0	0	0
<b>2</b>	54,523	54,523	54,523	300	600	900
<b>3</b>	55,038	55,038	55,038	300	600	900
<b>4</b>	55,553	55,553	55,553	300	600	900
<b>5</b>	56,068	56,068	56,068	300	600	900
<b>6</b>	56,840	56,840	56,840	400	600	900
<b>7</b>	57,623	57,623	57,623	400	700	900
<b>8</b>	58,385	58,385	58,385	400	700	1,000
<b>9</b>	59,906	59,906	59,906	400	700	1,000
<b>10</b>	60,818	60,818	60,818	400	700	1,000
<b>11</b>	63,450	63,450	63,450	0	700	1,000
<b>12</b>	70,010	70,010	70,010	0	0	0
<b>13</b>	77,250	77,250	77,250	0	0	0
<b>14</b>	85,250	85,250	85,250	0	0	0
<b>15</b>	94,150	90,250	90,250	100	0	0
<b>16</b>		94,750	95,294	0	400	500

**Longevity**

15 Year	2,025
20 Year	3,775
25 Year	3,775
30 Year	1,400

**COORDINATOR SALARY GUIDE**

C. SCHEDULE FOR PHD LEVEL (Doctorate Degree)

<b>Coordinator - Existing PHDs</b>						
<b>Step</b>	<b>Salary</b>			<b>Annual Stipend</b>		
	<b>SY 2012-13</b>	<b>SY 2013-14</b>	<b>SY 2014-15</b>	<b>SY 2012-13</b>	<b>SY 2013-14</b>	<b>SY 2014-15</b>
<b>1</b>	55,250	55,250	55,250	0	0	0
<b>2</b>	56,973	56,973	56,973	300	600	900
<b>3</b>	58,005	58,005	58,005	300	600	900
<b>4</b>	59,038	59,038	59,038	300	600	900
<b>5</b>	59,537	59,537	59,537	300	600	900
<b>6</b>	59,900	59,900	59,900	400	600	900
<b>7</b>	60,262	60,262	60,262	400	700	900
<b>8</b>	60,728	60,728	60,728	400	700	1,000
<b>9</b>	61,920	61,920	61,920	400	700	1,000
<b>10</b>	63,278	63,278	63,278	400	700	1,000
<b>11</b>	65,490	65,490	65,490	0	700	1,000
<b>12</b>	72,750	72,750	72,750	0	0	0
<b>13</b>	78,250	78,250	78,250	0	0	0
<b>14</b>	88,250	86,250	86,250	0	0	0
<b>15</b>	96,930	92,250	92,250	500	0	0
<b>16</b>		97,403	97,879	0	500	500

<b>Longevity</b>	
15 Year	2,025
20 Year	3,775
25 Year	3,775
30 Year	1,400

## SECTION 6 PARENT INVOLVEMENT COMMUNITY SPECIALIST SALARY GUIDES

Effective July 1<sup>st</sup> each appropriate year

### A. SCHEDULE FOR BA LEVEL (Bachelors Degree)

Step	2010	2011	2012	2013	2013 Stipend	2014	2014 Stipend	2015	2015 Stipend
1	\$55,080	\$55,080	\$55,080						
2	\$56,100	\$56,100	\$56,100	\$56,100	\$280				
3	\$57,120	\$57,120	\$57,120	\$57,120	\$290	\$57,120	\$570		
4	\$58,315	\$58,315	\$58,315	\$58,315	\$290	\$58,315	\$580	\$58,315	\$880
5	\$59,492	\$59,492	\$59,492	\$59,492	\$300	\$59,492	\$600	\$59,492	\$900
6	\$62,220	\$62,220	\$62,220	\$62,220	\$310	\$62,220	\$620	\$62,220	\$940
7	\$65,280	\$65,280	\$65,280	\$66,280	\$330	\$66,280	\$660	\$66,280	\$1,000
8	\$66,509	\$66,509	\$66,509	\$66,509	\$330	\$66,509	\$670	\$66,509	\$1,000
9	\$68,515	\$68,515	\$68,515	\$68,515	\$340	\$68,515	\$690	\$68,515	\$1,030
10	\$70,694	\$70,694	\$70,694	\$70,694	\$350	\$70,694	\$710	\$70,694	\$1,070
11	\$80,737	\$80,737	\$80,737	\$80,737	\$400	\$80,737	\$810	\$80,737	\$1,220
12	\$92,186	\$92,186	\$92,186	\$92,136	\$900	\$92,136	\$1,810	\$92,136	\$2,740

PARENT INVOLVEMENT COMMUNITY SPECIALIST SALARY GUIDES

B. SCHEDULE FOR MA LEVEL (Masters Degree)

(Bachelor Degree plus 30 Graduate Credits)

<b>2010-2015</b>	
<b>STEP</b>	
1	57,120
2	58,140
3	59,160
4	60,911
5	61,812
6	63,240
7	66,280
8	67,830
9	69,676
10	71,787
11	82,304
12	94,258
1 <sup>st</sup> Long	2,025
Long 15	96,283
2 <sup>nd</sup> Long	3,775
Long 20	96,033
3 <sup>rd</sup> Long	3,775
Long 25	101,808
4 <sup>th</sup> Long	1,400
Long 30	103,209

## SECTION 7 LICENSED PRACTICAL NURSE SALARY GUIDES

Step	2010	2011	2012	2013	2013 Stipend	2014	2014 Stipend	2015	2015 Stipend
1	\$42,163	\$42,163	\$42,163						
2	\$44,407	\$44,407	\$44,407	\$44,407	\$220				
3	\$46,651	\$46,651	\$46,651	\$46,651	\$230	\$46,651	\$470		
4	\$48,895	\$48,895	\$48,895	\$48,895	\$240	\$48,895	\$490	\$48,895	\$740
5	\$51,139	\$51,139	\$51,139	\$51,139	\$260	\$51,139	\$510	\$51,139	\$770
6	\$53,179	\$53,179	\$53,179	\$53,179	\$270	\$53,179	\$530	\$53,179	\$800
7	\$56,292	\$56,292	\$56,292	\$58,291	\$570	\$58,291	\$1,150	\$58,291	\$1,730

## SECTION 8 CORRECTING PAYROLL ERRORS

Payroll errors will be corrected by the next payroll.

## SECTION 9 WRONG STEP

If an employee claims that s/he has been placed on the wrong step of the salary schedule applicable to her and presents satisfactory evidence to Employee Services establishing her/his claim, the salary of the employee shall be adjusted to the proper step and retroactive payment shall be made to the employee for the full time during which the employee should have been on the proper step. Such adjustment shall also be made if such an incorrect placement is discovered by Human Resource Services even if the employee makes no claim.

## SECTION 10 TIME REPORTS

A time report will be submitted at the close of the first working day listing all employees in the bargaining unit, or those who, if absent, have properly notified the school of their absence and reasons, therefore. This time report will be the basis for the first salary payment in September and only employees listed on this time report will be paid on the first salary payment date as contained in the schedule of paydays immediately below. In the event of any hardship for employees who are placed on the payroll list after the first working day, such an employee may receive his/her salary in accordance with the provisions of this Agreement, Article XVII, Section 3, with respect to "Correcting Payroll Errors" Time Reports will be prepared by the school once each month except that individuals employed after the first working day, after submission of each payroll list, shall be added to the payroll by sending in a supplementary time report as of one week prior to the next scheduled pay day. Subsequent time reports will be submitted on the first payday of each month. A final time report for the academic year will be submitted three (3) days before the last working day of the year listing teacher absences from the first payday in June. The school principal shall bring to the Newark Public Schools Payroll Division on the last working day a final time report indicating absences for the last three (3) working days.

## SECTION 11 PAYDAYS

### A. 10 OR 12 MONTH OPTION

Employees shall have the option of receiving their salary on a ten (10) or twelve (12) month basis.

Those employees who select a twelve (12) month schedule have two (2) pay options.

- Option 1: One (1) check at the end of the school year.
- Option 2: Four (4) checks paid throughout the summer.

An escrow deduction, regardless of option selected, shall be at a rate of approximately 10% of your bi-weekly gross.

- B. Both ten (10) and twelve (12) month employees covered under this agreement shall be paid on a bi-weekly basis - every other Friday.
- C. All employees are entitled to be paid on the appropriate payday.
- D. Employees hired between September 1 and September 15 will receive their first pay check of the year when all other teachers receive their second pay check. The pay check will include payment for all days worked up to the date the pay check is issued.

For actual pay dates, refer to the Newark Teachers Union Pocket Calendar for the school year 2010-2015, which will be based on the Newark Public Schools' calendar.

#### **SECTION 12 EXPENSES FOR ATTENDANCE COUNSELORS, SPECIAL INVESTIGATORS, COURT REPRESENTATIVES AND HOME INSTRUCTORS**

The employees in the titles - attendance counselors, special investigators, court representatives and home instructors will receive seventy dollars (\$70) per month. (Effective September 1, 2007).

The recipient must travel a minimum of one half (1/2) plus one (1) of the work days per month to be eligible for the payment.

#### **SECTION 13 COMPENSATION FOR GUIDANCE COUNSELORS**

Guidance counselors shall be compensated on a pro-rata basis for additional time worked beyond the regular school day and the school year when authorized.

#### **SECTION 14 RECREATION DIRECTORS**

When and if a recreational program is instituted, salaries for positions in that program covered by Union recognition clause, will be negotiated at that time.

#### **SECTION 15 PAYROLL CHECK PICKUP FOR ITINERANTS**

An itinerant teacher or librarian shall be given the option of selecting one of the schools in which s/he works as the site at which s/he shall receive his/her regular payroll check. Such a selection shall be made at the beginning of the school year and remain in effect for that year unless a change in assignment justifies a change in site.



## **SECTION 16 TRANSPORTATION REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILES AND PUBLIC TRANSPORTATION IN THE PERFORMANCE OF OFFICIAL WORK**

### **A. CHILD STUDY TEAM REIMBURSEMENT**

Social Workers, Psychologists and Learning Consultants shall be reimbursed for use of their cars in the performance of official work traveling from one (1) work site to another work site.

### **B. TRAVELING TO MORE THAN ONE SITE**

Reimbursement shall be given only if the worker must travel to more than one (1) site during the school day. No reimbursement shall be made if the employee remains on his/her work site for the entire day.

### **C. DEPARTURE POINT**

The departure point shall be the individual's scheduled work location in computing the cost.

### **D. PUBLIC TRANSPORTATION OR IRS MILEAGE ALLOWANCE**

Reimbursement shall be either the cost of public transportation if used, or the IRS mileage allowance if a private automobile is used.

### **E. MONTHLY VOUCHERS**

Vouchers for travel reimbursement shall be prepared monthly and shall be submitted to the director of their division for review and approval by the fifth (5th) day of the month.

### **F. REIMBURSEMENT WITHIN 30 WORKING DAYS**

The mileage allowance shall be paid within thirty (30) working days after the voucher is submitted to the director of their division and shall be paid by separate check.

## **SECTION 18 GRANT PROGRAMS**

The Newark Public Schools and the Newark Teachers Union hereby agree to the following payments to participate in Grant Program projects:

1. All payments to employees will be made through the Payroll system and will be issued by separate check.
2. The hourly rate for participation and/or service will be \$39.00 effective July 1, 2007, with a cap of \$1,170 per grant program. This shall apply to grants of \$15,000 or less.
3. The cap may be waived by mutual agreement of the parties.
4. The grant programs subject to the language set forth include but are not limited to:
  - A. School Based Management
  - B. Partners in Learning
  - C. City Schools of Excellence

D. Kids in Business

**ARTICLE XV - EMPLOYEE ASSISTANCE PROGRAM**

The Newark Public Schools and the Union jointly recognize alcoholism and chemical dependency as an illness, which can be successfully treated. It is also recognized that it is in the best interest of the employee, the Newark Public Schools and the Union that this illness be treated and controlled under the existing collective bargaining contractual agreement.

A joint Labor/Management Program shall be established for the purpose of helping the individual with the disease to recover. The program shall be constructed and designed to achieve rehabilitation, rather than for employee displacement. The Newark Public Schools and Union may establish such programs by contractual agreement with an agency or institution qualified to provide such services as necessary and proper to conduct this program.

The Newark Public Schools and Union agree to provide training, i.e., workshops and seminars, etc., which train employees to be knowledgeable in areas impacted by chemical dependency. Such training shall assist employees in recognizing behavior patterns, which indicate that the employee has, or is developing alcoholism or chemical dependency as a serious, but treatable disease. Said training shall also focus on explanation of the causes; progressive nature and treatment. The employee's failure to participate shall be considered grounds for disciplinary action.

**ARTICLE XVI - QUALITY CONTROL/DISCIPLINE COMMITTEES**

A. A quality control committee shall be appointed yearly. It shall consist of (a) Assistant State District Superintendent in charge of Physical Facilities or designee (b) two (2) instructional administrators appointed by the State District Superintendent and (c) three (3) Union members nominated by the Union. The committee shall consider and review complaints relative to the quality of instructional materials, food, apparatus, equipment, furniture, and other items pertaining to effective operational procedures of schools. The Committee shall be set up no later than one (1) month following the ratification of this Agreement. The Committee will meet monthly during the school year after school hours.

B. A joint committee on discipline shall be established. The Committees shall meet four (4) times per year to discuss discipline, violence and vandalism. The Committee shall be composed of not more than five (5) Union appointees and five (5) Superintendent appointees,

## **ARTICLE XVII - FEDERAL SUPPLEMENTAL FUNDING**

The Newark Public Schools recognizes the educational value derived from programs made available by federal supplemental funding sources. In the event of federal cut backs on funds, the Newark Public Schools and the Union agree to combine their efforts to seek funding from city, state, federal and private sources in order to maintain a level of scope of any meritorious programs so affected.

## **ARTICLE XVIII - CURRICULUM REVISIONS**

### **SECTION 1 CURRICULUM COMMITTEE**

To serve the needs of Newark students in a changing society, curriculum revisions and educational improvement on all levels from early childhood through high school must be an ongoing process in the schools in Newark. In order to involve the direct participation of the Newark Teachers Union, as the collective negotiation representative of teachers and other instructional employees, in the process, the Newark Public Schools agrees that one-third (1/3) of all members of any curriculum Committee, present and/or future, who are represented by the Newark Teachers Union shall be appointed from a list of nominees shall contain twice the number of names as positions to be filled.

All meetings of any Curriculum Committee by the District's designee in charge of Curriculum Services shall take place during regular school hours. Teachers shall be released from their regular duties on such times and days of regular school hours in which the respective Committee functions, as directed by the District's designee, in order to perform research or other activities necessary to accomplish the work of such Committee.

Substitute coverage, where required, shall be provided for each Curriculum Committee member who is released from regular duty, Curriculum Committee members shall not suffer any loss of salary, sick or personal days while participating on the various curriculum Committee.

The Newark Public Schools shall notify the Union prior to the establishment of any new Curriculum Committee. Included in each notice shall be:

1. Name and title of Committee
2. Specific objective of the Committee
3. Total number of people on the Committee
4. Number of people to be appointed from nominee's of the Union

Time and place of the first meeting of the Committee within two weeks after receipt of such notification, the Union shall submit to the District's designee in charge of Curriculum Services the names of its nominee for the Committee as provided above. Within two weeks after receipt of the list of Union nominees, the Assistant State District Superintendent in charge of the Curriculum Services shall notify the Union of the names of the appointees selected from the nominees.

This Committee shall have a conference once a year between a representative Committee of no more than five (5) individuals representing the Newark Teachers Union with the Assistant State District Superintendent in charge of Curriculum Services and their immediate staff members of the Assistant State District Superintendent. The purpose of this conference will be

to afford the Union an opportunity of presenting to the Department of Curriculum Services its concerns and views with respect to any overall curricular activities within the Newark Public School System.

## **SECTION 2 OVERSIGHT COMMITTEE ON SPECIAL EDUCATION**

The District will continue its quarterly Oversight Committee on Special Education meetings, which shall include two (2) members selected by the Newark Teachers Union.

## **ARTICLE XIX - MATTERS NOT COVERED**

### **SECTION 1 SUPERSEDED POLICY, RULE OR REGULATION**

Any previously adopted policy, rule or regulation of the Newark Public Schools, which is in conflict with a provision of this Agreement, shall be superseded and replaced by the applicable provision of this Agreement.

### **SECTION 2 NO CHANGES: WAGES, HOURS, CONDITIONS**

The District agrees that it will make no change in existing policy or practice related to employee wages, hours and conditions of employment not specifically covered by this Agreement without prior negotiations with the Union.

### **SECTION 3 NEW CONTRACT NEGOTIATIONS**

Negotiations on a new contract shall commence no sooner than October 1, 2014 upon the receipt from the Union of a written request for same. Negotiations for a new contract are subject to N.J.S.A 34:13A-1 et seq.

### **SECTION 4 SUBCONTRACTING**

The Newark Public Schools shall not contract (privatize) any schools or jobs without prior negotiation with the Newark Teachers Union. Such negotiations shall be limited to the terms of separation for tenured teachers whose jobs are eliminated by the subcontracting.

## **ARTICLE XX - NEW JOB TITLES OR CATEGORIES**

### **A. 30 DAYS ADVANCE NOTICE TO UNION**

When a new job title or new category of employees whose activities are substantially similar to those of six (6) hour aides, school clerks and non-administrative instructional personnel are established by the Newark Public Schools, the Newark Public Schools shall provide the Union with notice thereof, thirty (30) days in advance of its establishment.

### **B. UNION JURISDICTION**

If the Union asserts that the title or category of employees is within the jurisdiction of its bargaining unit it shall make such demand to the Newark Public Schools in writing. The Newark Public Schools shall respond in writing within five (5) working days.

### **C. NEGOTIATIONS OVER WORKING CONDITIONS**

In the event the parties agree that the title or category is within the Union's bargaining unit, negotiations concerning the working conditions for the title or category shall commence forthwith.

### **D. FAILURE TO AGREE ON TITLE/CATEGORY**

In the event the parties fail to agree on the working conditions of such title or category, the Newark Public Schools may fill the position on the thirty-first (31st) day following the notice to the Union contained in paragraph one (1). Upon subsequent agreement any working conditions, which are capable of being made retroactive, shall be implemented.

## **ARTICLE XXI - TUITION REIMBURSEMENT**

### **SECTION 1 TEACHERS**

A. Effective October 18, 2012, the Newark Public Schools will allocate funds for compliance of the District Approved Program as follows:

1. Completion of a district-approved program aligned to District priorities and Common Core State Standards and for non-credit professional courses— up to \$20,000.
2. \$10,000 shall be received upon completion of the approved program and \$10,000 shall be received upon completing three (3) additional years of service to Newark Public Schools.

B. The Newark Public Schools agrees to reimburse the cost of tuition not to exceed \$250 per credit for course receiving prior approval by the District.

To be eligible for tuition reimbursement, courses shall be:

1. Courses that are part of a matriculated graduate program in the present teaching field.
2. In a field to which the teacher may be assigned within the district.
3. The District shall grant approval for tuition reimbursement for graduate level courses in

instructional methodologies, learning theory, etc. (see below).

Courses must be offered by an accredited college or university and listed in the college or course catalogue. Credit and approval for programs outside the regularly sponsored university schedule/program maybe approved on an individual basis by the District whose decision is final and not subject to the grievance procedure.

Courses which include study in the following areas shall be approved for reimbursement:

- (1) teaching skills
- (2) values clarification
- (3) learning theory
- (4) writing across content areas
- (5) critical thinking skills
- (6) curriculum development
- (7) classroom management
- (8) contemporary social issues
- (9) subject matter course(s) in the teacher's area(s) of certification
- (10) courses outside a teacher's area of certification that relate to the teacher's course(s) of study

Courses which include study in the Non-specific Generic Foundation courses listed below shall also be approved for reimbursement:

- (1) drug and alcohol abuse awareness
- (2) suicide awareness
- (3) school law
- (4) contemporary health issues awareness
- (5) computer literacy
- (6) developmental psychology

C. Applications for reimbursement shall be submitted no later than forty-five (45) days prior to the beginning of the college academic term.

D. Written approval for tuition reimbursement must be received from the District prior to registration on a prescribed form available in the District

E. One hundred percent (100%) payment for the above shall be forthcoming within forty-five (45) days upon receipt of official evidence of satisfactory completion of coursework. For the purpose of this program satisfactory is equivalent to a 'B' or better. Fifty percent (50%) reimbursement will be for a grade of 'C'.

F. A teacher will be limited to six (6) credits per year except for those areas specified in section 1(A) in which case twelve (12) credits per year will be the limit.

G. Effective July 1, 2007, the Newark Public Schools shall allocate a sum of \$260,000 for the school year.

These funds shall not accumulate or carry over from one year to the next. The approval of tuition reimbursement applications will be given on a first come first serve basis until the allocation has been fully committed, except preference will be given regardless of the submission date to teachers certified in the areas of Mathematics, Science, Special Education (including child study team positions) and English (undergraduate courses in these areas are also eligible for reimbursement if these courses are a part of the requirements for certification). The same preference criteria will be applied to teachers seeking to be certified in these areas.

Undergraduate courses will not be considered for horizontal advancement for employees hired on or after July 1, 2001. Teachers approved for tuition reimbursement shall forfeit the value of the reimbursement if the teacher resigns/retires from the District within three (3) years of the date the teacher received the reimbursement. A teacher shall not receive reimbursement for such course(s) if s/he indicates in writing the intent to leave the District prior to receipt of notice of official satisfactory completion of the course. A committee consisting of two (2) District and two (2) Union representatives shall meet on a quarterly basis to review the program.

## **SECTION 2 CLERKS & AIDES**

A. Effective July 1, 2007, twenty-seven thousand dollars (\$27,000) per year shall be allocated for tuition reimbursement for full time clerks and full time aides who are matriculated in undergraduate accredited degree programs leading to both a Bachelors degree and teacher certification.

B. All of the requirements and rules related to tuition reimbursement for teachers in Sections 1 of this Article shall also apply to clerks and aides.

C. Clerks and aides who accept tuition reimbursement must continue to be employed by the Newark Public Schools for a minimum of two (2) full years beyond the date of the most recent tuition reimbursement. Failure to be employed for two (2) full years, beyond the date of the last tuition reimbursement will lead to a requirement that the clerk or aide repay the Newark Public Schools for all tuition reimbursement monies s/he received in the two (2) years immediately preceding his/her termination of employment.

## **ARTICLE XXII - PEER COACHES AND/OR MENTOR TEACHERS**

### **SECTION 1 EDUCATIONAL RESEARCH AND DEVELOPMENT**

The Newark Public Schools will facilitate the presentation of the AFT program that addresses classroom organization and management. A team trained in this program from the Union will present the program. Each new teacher will be engaged in this one (1) day program. The Newark Public Schools will arrange for the availability of the trainees. The Newark Public Schools will accommodate the release time for the Union designated trainers.

A. The Newark Public Schools shall contribute one-half (1/2) of the cost of co-sponsored Educational Research and Development (ER&D) trainers for in-service instruction up to a maximum contribution of fifteen thousand dollars (\$15,000) per year. The Superintendent's prior approval of course content, course duration, location and instructor is required.

B. Whenever the Newark Public Schools determines that any or all of the following District wide positions are to be filled, ER&D Coordinator, Robotic Coordinator, Jersey Urban Debate League Coordinator, the teacher(s) selected for the position(s) shall be assigned to a specific high school or central office location. The Coordinator shall teach or otherwise be involved in the instructional program at his/her respective high school or central office location for forty percent (40%) of his/her workday. For the remainder of the in-school workday the Coordinator shall have district-wide responsibilities at a location or locations designated by the Superintendent or her/his designee.

## **SECTION 2 MENTOR PROGRAM**

The Mentor Program shall function in accordance with the guidelines established by the State Department of Education.

## **SECTION 3 IN-SERVICE COURSES: NATIONAL TEACHERS EXAMINATION**

The Newark Public Schools agrees to continue its practice of conducting In-Service Courses designed to help provisional appointees and long-term substitutes to prepare for the National Teachers Examinations. Such courses will be continued provided that at least fifteen (15) candidates are in attendance.

## **SECTION 4 ONE DAY TRAINING WORKSHOP SPONSORED BY UNION AND NEWARK PUBLIC SCHOOLS**

The Newark Public Schools and the Union shall jointly sponsor an annual one (1) day training and development workshop. The workshop will be held on a day on which the schools are closed and attendance by teachers, clerks and aides shall be voluntary. The Newark Public Schools and the Union shall equally share the cost of the workshop.

A committee consisting of five (5) representatives appointed by the State District Superintendent and five (5) representatives appointed by the Union shall be appointed each year. The joint committee shall be responsible for all aspects of the workshop including planning, advertising, presenting speaker selection, location and duration.

## **ARTICLE XXIII - LABOR HISTORY**

The Newark Public Schools acknowledges the importance of Labor History in our society. Therefore, it encourages the after-school development of courses to be taught and funded by the Union for District employees.

## **ARTICLE XXIV - AVAILABILITY OF CONTRACT**

Within one (1) month of the signing of this Agreement by the parties, the Union shall procure 6,000 copies of this Agreement printed in a Union House, cost to be borne by the Newark Public Schools.

## **ARTICLE XXV - NO STRIKE**

### **SECTION 1 NO STRIKE, WORK STOPPAGE OR REFUSAL TO WORK**

The Union agrees that during the period of this Agreement, there shall be no strike, work stoppage or other concerted refusal to perform work by the employees covered by this Agreement or any instigation thereof.

### **SECTION 2 NO LOCKOUTS**

The Newark Public Schools agrees that during the period of this Agreement, there shall be no



lockouts of the employees covered by this Agreement or instigation thereof.

**ARTICLE XXVI - CONFORMITY TO LAW AND SAVINGS**

If any provision of this Agreement is or shall at any time be determined contrary to law by a court or competent jurisdiction, then such provision shall not be applicable or performed, or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

**ARTICLE XXVII - AGENCY SHOP**

The Newark Public Schools and the Newark Teachers Union, Local 481, A.F.T./AFL-CIO agree that the Newark Public Schools shall deduct the sum of eighty-five (85%) percent of the rate of the N.T.U. Union dues from each and every nonunion member of the bargaining unit represented by the Newark Teachers Union and shall remit this agency shop fee to the Newark Teachers Union on a bi-weekly basis. This agency shop agreement shall conform to all provisions of the New Jersey agency shop statute. Furthermore, this agreement is subject to Newark Public Schools approval.

**ARTICLE XXVIII - DURATION**

This Agreement and each of its provisions shall be binding and effective as of the 1st day of July 2010 and shall continue in full force and effect until and through the 30th day of June 2015.

In Witness Whereof, the Union and the Newark Public Schools executed the Memorandum of Agreement to this document on October 18, 2012 and it was subsequently ratified by the Union.