

AGREEMENT

between

THE BOARD OF EDUCATION OF THE TOWN OF NEWTON

and

THE NEWTON EDUCATION ASSOCIATION

July 1, 2006 - June 30, 2007

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition	3
II	Negotiation	4
III	Grievance	5
IV	Association Rights and Privileges	7
V	Salaries—Assistants	8
VI	Salaries—Teachers	10
VII	Temporary Leaves of Absence	19
VIII	Extended Leaves of Absence—Teachers	21
IX	Extended Leaves of Absence—Assistants	25
X	Insurance Protection and Limitation	26
XI	Deduction From Salary	27
XII	Association President	28
XIII	Certification and Notification of Contract	29
XIV	Voluntary Transfers and Reassignments	30
XV	Involuntary Transfers and Reassignments	30
XVI	Teacher Evaluation	31
XVII	Assistant Evaluation	32
XVIII	Teacher Rights	33
XIX	Assistants' Rights and Privileges	34
XX	Extra Teaching Duties	35
XXI	Separation Benefit—Teachers	36
XXII	Separation Benefit—Assistants	36
XXIII	Field Trips	36
XXIV	Attending Newton Public Schools	36
XXV	Cooperative Council	36
XXVI	In-Service Days	37
XXVII	Fully Bargained Provisions	37
XXVIII	Separability and Savings	37
XXIX	Miscellaneous	37
	Schedule A--Teachers' Salary Guide	38
	Teachers' Matrix	39
	Schedule B--Co-Curricular Activities	40
	Schedule C--Interscholastic Activities	42
	Schedule D--Curricular Activities	43
	Schedule E--Teachers' Assistants Guide	44
	Teachers' Assistants Matrix	45

THIS AGREEMENT, made **this 15th day of June 2006**, by and between the Board of Education of the Town of Newton, in the County of Sussex, hereinafter referred to as “the Board of Education” or “the Board”, party of the first part, and the Newton Education Association, hereinafter referred to as “the NEA” or “Association”, party of the second part,

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, it is covenanted and agreed between the parties as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel not engaged as supervisory employees or Directors and who comprise the unit hereunder as follows:

- | | |
|----------------------------|--------------------------------------|
| 1. Teachers | 7. Teachers - Extra Pay |
| 2. Guidance Counselors | 8. Teachers’ Assistants |
| 3. Nurses | 9. Attendance Officer/Campus Monitor |
| 4. Building Coordinators | |
| 5. Curriculum Coordinators | |
| 6. Coaches | |

B. Unless otherwise indicated, the term “teachers” when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as defined above and reference to male teachers shall include female teachers.

C. It is expressly noted that the teachers compensated by an hourly rate of pay are not covered by this Agreement.

D. The Board hereby recognizes the Newton Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all teacher assistants. Unless otherwise indicated, the term “assistant” when used hereinafter in this Agreement, shall refer to all aides represented by the Association in the negotiations unit as defined above. All other assistants employed by the Board not specifically enumerated above are included in the negotiations.

Exclusions - The provisions of this guide shall not apply to persons employed as substitutes for assistants, nor persons employed on a temporary basis to fill vacant positions.

E. Unless otherwise indicated, the term “employee” when used hereinafter in this Agreement shall refer to both “teachers” and “assistants” as above defined.

F. The term “supervisory employee” is hereby defined as meaning an employee having the power to hire, evaluate, discharge, discipline or effectively recommend the same.

G. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974. The parties further agree to make every reasonable effort to begin preliminary discussions concerning negotiations procedures sometime during the month of October of the calendar year preceding the calendar year in which this Agreement expires. On or about November 15, the Board will receive the proposals of the Association and substantive negotiations will begin at a mutually agreeable date but no later than January 15.

- B. Any agreements so negotiated shall apply to all employees as specified in the Agreement, be reduced to writing, be submitted for ratification and, if ratified by both parties, be signed by the Board and the Association.

- C. Modification
 - 1. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, or through the process under Article III., C.9. of this Agreement.

 - 2. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions of Grievance

A “grievance” is a written claim based upon an event or condition which deleteriously affects the welfare and/or terms and conditions of employment of an employee or a group of employees and/or the interpretation, meaning, or application of any of the provisions of this Agreement. Such a written claim may be filed by an employee, group of employees, or the Association on behalf of and at the request of an employee or group of employees. A “grievance” is also a written claim by the Board based upon any dispute with the Association, including a dispute with respect to the interpretation, meaning or application of any of the provisions of this Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable resolution of grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedures - Employee Grievance

1. Within thirty (30) calendar days after the occurrence of an event from which a grievance arises, the grievance shall be submitted in writing to the department head or immediate superior of the affected employee(s).
2. If the matter is not satisfactorily resolved at level one within ten (10) calendar days, the grievance shall be submitted in writing to the Vice Principal or Principal as appropriate, who shall respond in writing within ten (10) calendar days.
3. If the matter is not satisfactorily resolved at level two, the decision of the Vice Principal or Principal may be appealed to the Superintendent of Schools. Such appeal shall be in writing, and shall be submitted within ten (10) calendar days after receipt of the decision of the Vice Principal or Principal. The Superintendent shall respond in writing within ten (10) calendar days after receipt of the appeal, and shall submit a copy of such response to the Association.
4. If the matter is not satisfactorily resolved at level three, and if the Association determines that further proceedings are necessary and advisable, the decision of the Superintendent may be appealed by the Association to the Board. The Association shall submit such appeal in writing to the Board within fifteen (15) calendar days after receipt of the Superintendent’s decision. After the hearing the Board will meet alone in closed session to render a decision. Should the Board require further clarification of any points of the grievance, the Superintendent and Association representative shall be invited in to give such clarification to the Board. The Board shall render a written decision on any such appeal within fifteen (15) calendar days after receipt of the appeal.
5. If the matter is not satisfactorily resolved at level four, the Board’s decision may be submitted to advisory arbitration. The Association shall notify the Board, in writing, of the submission to arbitration within fifteen (15) calendar days after receipt of the Board’s decision.
6. The grievance, if not resolved by timely resort to the foregoing procedure, shall be subject to arbitration initiated and conducted under the rules of the Public Employment Relations Commission.
7. The arbitrator so selected shall confer with the representatives of the Board and the representatives of the Association and hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from

the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association.

8. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
9. The Association will not file a grievance on behalf of one or more employees in a building regarding terms and conditions of employment, if documentation can be supplied by the building administrator showing that at least ninety percent (90%) of the staff in the building are in favor of the change. Voting on said change will be conducted jointly by the Association President and Building Administrator. Ballots will be counted in the presence of the Association President and Building Administrator.

D. Procedures - Board Grievances

Grievances initiated by the Board shall be submitted directly to the Association, in writing, within twenty (20) calendar days after their occurrence. The Association shall respond in writing within fifteen (15) calendar days after receipt of the grievance. If the matter is not thereby satisfactorily resolved, the Board may submit the matter to advisory arbitration. The Board shall notify the Association, in writing, of the submission to arbitration, within fifteen (15) calendar days after receipt of the Association's response. Thereafter the matter shall proceed to arbitration as provided for in paragraphs C.6., C.7., C.8 above.

E. Miscellaneous

1. In presenting his/her grievance, the employee shall be assured freedom from prejudicial action.
2. Prior to each appeal, the employee shall inform in writing the authority who last rendered a decision that he/she intends to appeal to the next higher authority.
3. Any aggrieved person may be present at all stages of the grievance procedure or be represented by representatives selected or approved by the Association. When an employee on the membership list of the NEA is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
4. If, in the judgment of the representatives of the Association, a grievance affects a group or class of employees, the representatives of the Association may submit such grievance in writing to the Superintendent of Schools directly.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent of Schools and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
7. The timelines for processing grievances shall be suspended from the last teacher work day of one school

year until the first teacher work day of the next school year, upon request of the Association **and/or the Superintendent.**

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all information prepared for and/or available to the public, and such other public information that shall assist the Association in developing programs on behalf of the teachers together with information which may be necessary for the Association to process any grievance.

- B. Representatives of the Association, Sussex County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, in accordance with existing Board policies, provided that this shall not interfere with or interrupt normal school operations.

- C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use in accordance with existing Board policy. The Association shall pay for the actual cost of all materials and supplies incident to such use.

- D. The Association shall have, in each school building, the use of a bulletin board in each faculty room. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.

- E. The Board of Education will provide the NEA with a copy of its Agenda and Minutes for every public meeting of the Board. Said Agenda shall be mailed or delivered before the meetings no later than they are delivered or mailed to members of the Board of Education.

ARTICLE V - SALARIES - ASSISTANTS

A. The salaries of all full-time and part-time assistants covered by this Agreement are set forth in the guide (Schedule E) which is attached hereto and made a part hereof.

B. Salary Guide Credit

Personnel claiming credit for experience in other related situations, will be required to produce proof of the validity of such claims, and no salary credit is to be given in the absence of such validity. Credit for related experience shall be equal to the time served, or less, as the Board of Education shall determine upon the recommendation of the Superintendent of Schools.

C. Salary Checks

Assistants of the Newton Public Schools will be paid on the fifteenth and thirtieth day of each month, September through June. In certain special cases other arrangements may be approved by the Superintendent of Schools. Each assistant shall receive his/her final pay of the school year on his/her last work day in June.

D. Contract Year

All assistants shall be employed on a school year basis September 1 to June 30.

E. Separation

All assistants who are to be separated from their position shall be given a thirty (30) day advance notice in writing. All assistants who intend to leave the school system shall give thirty (30) days advance notice in writing. Notices from assistants shall be addressed to the Superintendent of Schools. Notices to assistants shall be from the building administrator. All notices shall be given by certified mail.

F. Travel

Such travel as may be required by assistants in the normal pursuit and discharge of their employment responsibility shall be reimbursed at the prevailing rate paid other employees of the district.

G. Work Day

A work day shall consist of a six (6) hour day for Instructional and Technical Aides.

H. Work Year

Teacher assistants shall work one hundred eighty-three (183) days including three (3) full days for in-service.

I. Placement on Salary Schedule

Following initial placement on the salary guide under paragraph B, each assistant shall be placed on his/her proper step of the salary guide each year. Any employee employed prior to February 1 of any school year shall receive full credit of one (1) year on the salary schedule.

J. Longevity

After ten (10) years of employment in the Newton School District as Teacher Assistant, he/she will be eligible for an increment of \$350.00, in addition to his or her basic salary. After fifteen (15) years \$700.00; after twenty (20) years \$1,100.00; and after twenty-five (25) years \$1,400.00. All years of service must be contiguous; severance of employment constitutes a break in contiguity. The following does not constitute a break in contiguity or a break in service: child rearing and/or an approved leave of absence nor the return to employment due to a reduction in force.

ARTICLE VI - SALARIES - TEACHERS

A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

B. Application

The following guides shall apply to all personnel who are properly certified by the State Department of Education, and who are employed under contract, or who have previously acquired tenure in Newton under the provisions of Title 18A:28-4, 5 and 6 - Revised Statutes.

C. Exclusions

The provisions of these guides shall not apply to persons employed as substitutes for contract teachers, nor persons employed on a temporary or annual basis to fill vacant positions. Such temporary non-contract employees shall be paid such salary as the Board shall determine, provided the total salary or fraction paid shall not exceed that paid for a teacher of the lowest class of equal training and experience, as defined in these guides.

D. Salary Guide Differentiations

Where salary guides for professional staff members have been differentiated, all course credits shall be earned from a college or university approved by the State of New Jersey and the following differentiations will be recognized:

1. Class "A" personnel are those teachers who have received the Bachelor's Degree or 128 undergraduate credits from a State Education Department recognized College or University.
2. Class "B" personnel are those teachers who hold a Bachelor's Degree plus 20 graduate credits from a State recognized College or University.
3. Class "C" personnel are those teachers who hold a Master's Degree from a State recognized College or University.
4. Class "D" personnel are those teachers who hold the Master's Degree plus 20 hours of graduate credits from a State recognized College or University.
5. Class "E" personnel are those teachers who hold the Master's Degree plus 40 hours of graduate credits from a State recognized College or University.
6. Class "F" Education Specialist Degree Personnel, or Doctorate, or Master's Degree plus 60 credits from a State recognized College or University.

E. Classification Improvement

1. Classification Improvement, under this provision, may be accomplished by the presentation of official evidence, over the College seal, that the teacher has been awarded a degree or advanced degree, or 20 graduate credits beyond the Bachelor's Degree or 20, 40 or 60 credits beyond the Master's Degree. All classification improvements on the current guide will result in an increase of at least \$1,000.00.

If not provided on guide, a special increase of \$1,000.00 for each year will be provided. Salary credit will be granted on October 1 and April 1 of any school year provided that official notification is made to the Superintendent of Schools prior to those dates.

2. When a new classification level has been earned, all course credits granted under previous Board policies, through June 30, 1964, shall become a part of the salary paid for the higher classification. This provision will not result in a reduction in total salary paid any staff member.
3. Nothing in this guide shall be constructed to conflict with the State Salary Scale, and any staff member whose current position on this or future guides is below the State Salary Scale shall receive a double increment, or more as specified in the State Salary Law, and continue to receive such double increments until the salary is properly adjusted.
4. No classification improvement may be earned on the basis of non-credit courses taken at the undergraduate, graduate or post-doctorate levels unless a course receives the prior written approval of the Superintendent.

F. Salary Guide Credit - Other Than Teaching

1. Personnel claiming credit for experience in other teaching or related situations, or military service will be required to produce proof of the validity of such claims, and no salary credit is to be given in the absence of such validity. Credit for military service shall be equal to the time served, but not for more than four (4) years. Credit for teaching and related experience shall be equal to the time served, or less, as the Board of Education shall determine upon the recommendation of the Superintendent of Schools.
2. Teachers as described in Chapter 164 of the Public Laws of 1963 under 1, Definition of Terms, or Military Service, as described in Chapter 164 of the Public Laws of 1963 under 6, Military Service Credit, will receive a longevity allowance in addition to the basic salary as follows. Longevity allowance shall be provided in accordance with the following schedule:

After 10 years of employment in the Newton Public Schools	\$ 300.00
After 15 years of employment in the Newton Public Schools	\$ 600.00
After 20 years of employment in the Newton Public Schools	\$ 900.00
After 25 years of employment in the Newton Public Schools	\$ 1200.00
After 30 years of employment in the Newton Public Schools	\$ 1500.00
After 35 years of employment in the Newton Public Schools	\$ 2000.00

Beginning July 1, 1991, no teacher shall receive less longevity pay than they received during the 1988-89 school year. Effective July 1, 1989, no outside service will be used for longevity except in those instances governed by Chapter 164. Longevity increments shall in all cases be given only on the recommendation of the Superintendent of Schools and with the approval of the Board of Education. . All years of service must be contiguous; severance of employment constitutes a break in contiguity. The following does not constitute a break in contiguity or a break in service: child rearing and/or an approved leave of absence nor the return to employment pursuant to recall rights due to a reduction in force.

G. Special Conditions

1. Eleven (11) Month Contracts--All eleven (11) month contract personnel will receive the basic salary plus ten percent (10%) of such basic salary.
2. Twelve (12) Month Contracts--All twelve (12) month contract personnel will receive the basic salary plus twenty percent (20%) of all such basic salary.
3. Extra Pay for Extra Service--Supplementary guides shall regulate extra pay for extra service which guides shall include coaching salaries. Schedule "B"--Co-Curricular Activities; Schedule "C"--Interscholastic Activities; Schedule "D"--Curricular Activities which are attached hereto and made a part hereof will apply for the school year indicated and thereafter unless changed by this Agreement. Salaries for all three supplementary guides will be based on experience with steps for no experience (1); one year of experience (2); two years of experience (3); three years of experience (4); four years of experience (5); and five years of experience (6).* Salaries on Schedules "B", "C" and "D" will be indexed to the appropriate salary based on the salary of the FOOTBALL HEAD COACH at all six experience levels. The indices for Schedules "B", "C" and "D" are indicated as follows:

SCHEDULE B: CO-CURRICULAR

2006-2007

NEWTON HIGH SCHOOL

Academic Bowl	0.200
Art Club	0.100
Band Front	0.200
Technical Students (TSA)	0.200
Mock Trial (2)	0.100
Calliope	0.250
Cheerleader – Winter; Cheerleader – Fall	0.380
DECA	0.150
Dramatics Director	0.300
Dramatics – Choreography	0.200
Dramatics – Costumes	0.150
Dramatics – Musical	0.200
Dramatics – Publicity	0.150
Dramatics – Stage Set	0.100
Dramatics – Technical	0.200
French Club	0.100
Freshman Class	0.150
Future Farmers	0.200
German Club	0.100
Health Careers	0.100
Interact	0.100
Junior Class	0.250
Latin Club	0.100
Madrigals	0.100
Marching /Jazz/Pep Band	0.430
Marching Band Assistant	0.300
Math League	0.100
National Honor Society	0.250
Newspaper	0.200
Science League Advisor	0.100
Science League Coach (6)	0.100
Secretarial Club	0.100
Senior Class	0.300
Ski Club	0.100
Sophomore Class	0.200
Spanish Club	0.100
Student Council	0.460
Student Council Assistant	0.310
Teen Arts Festival	0.110
Yearbook Advisor	0.600
Yearbook Assistant	0.200
Peer Leadership (2)	0.150
S.A.V.E.	0.100
Multi-Cultural Club	0.100

MERRIAM AVENUE SCHOOL

Audio Visual Coordinator	0.250
Music Club	0.150

Art Club	0.170
Art Decorations	0.173
Volunteer Coordination	0.100

SCHEDULE B: CO-CURRICULAR

2006-2007

HALSTED MIDDLE SCHOOL

Art Decorations	0.173
Audio Visual Coordinator	0.250
Dramatics	0.200
Dramatics Assistant	0.150
Halsted Yearbook	0.150
Musical Director	0.150
National Jr. Honor Soc	0.200
Newspaper	0.100
Student Council	0.200
Student Council Asst. Adv.	0.140

Class Advisors will move up in experience from year to year. A person with no experience will begin at the one step and move up to the two, three and four steps as the class moves through the four years. A person who takes a class that has previous experience will be placed at the appropriate step and move up from there to a maximum of the sixth step for each of the years in which that person would have had five or more years of experience as a Class Advisor. This provision also applies to the Sophomore Class Advisor, Junior Class Advisor and to the Senior Class Advisor.

SCHEDULE C: INTERSCHOLASTIC

2006-2007

SYSTEM WIDE

Basketball – Girls Head	0.950
Basketball – Girls Asst.	0.630
Basketball – Girls Elem.	0.443
Basketball - Boys Head	0.950
Basketball - Boys Asst.	0.630
Basketball - Boys Elem.	0.443
Track - Boys Asst.	0.595
Track - Boys Head	0.850
Track - Girls Asst.	0.560
Track - Girls Head	0.850
Track - Elementary	0.417
Wrestling Head	0.950
Wrestling - Assistant	0.630
Wrestling - Elementary	0.530
Field Hockey - 7 th /8 th	0.443

NEWTON HIGH SCHOOL

Baseball Head	0.850
Baseball - Freshman	0.560
Baseball - J.V.	0.560
Bowling	0.700
Cross Country	0.750
Field Hockey Asst.	0.560
Field Hockey Head	0.670
Football Assistant	0.700
Football Head	1.000
Golf	0.750
Ski Team	0.750
Soccer Assistant	0.560
Soccer Head	0.850
Softball Head	0.850
Softball - Freshman	0.560
Softball - J.V.	0.560
Swimming Head	0.750
Swimming Asst	0.560
Tennis Head - Girls	0.750
Tennis Head - Boys	0.750
Tennis Assistant - Girls	0.490
Tennis Assistant - Boys	0.490

*Coaching Aides will be paid at seventy percent (70%) of said Assistant Coaches guide step.

SCHEDULE D: CURRICULAR

2006-2007

NEWTON HIGH SCHOOL

Staff Evaluation	.25
Computer Coordinator	.32
Core Team	.10
Building Coordinator	.45

MERRIAM AVENUE SCHOOL

Gifted and Talented	.60
Computer Coordinator	.30
Core Team	.10
Building Coordinator	.45

HALSTED STREET SCHOOL

Gifted and Talented	.60
Computer Coordinator	.30
Core Team	.10
Building Coordinator	.45

SYSTEM WIDE

Basic Skills	.60
Content Specialist	.50
Curriculum Coordinator	.44

4. Beginning July 1, 1996 and thereafter, longevity will be paid as follows:

7-10 years	=	+3% of said guide step
11-15 years	=	+4% of said guide step
16+ years	=	+5% of said guide step.

Longevity will be based upon years of service in Newton only. Longevity will be based upon years of service time in the same co-curricular or interscholastic activity and will apply to Guides B and C only.

5. All extra pay positions will be paid within five (5) days of the completion of their season/activity/event which includes the completion of season/activity/event forms, if any.
6. Extra pay positions (Guides B-C-D) will be posted only when staff member indicates in writing that he/she will not fill their currently held position for the following year or the administration indicates that a change is to be made. Notification will be within thirty (30) days of the beginning of said duties.
7. Building Coordinators, Curriculum Coordinators, Staff Evaluators and staff teaching a sixth period at the high school will receive that salary in their regular monthly paycheck. Pay will be added on to base in the same manner as longevity to be included as contracted salary. It is clearly understood pay will not continue in contracted salary when said extra pay position is terminated. Teaching load will not be reduced for Staff Evaluators. All other positions will be released from any duties.
8. Staff working on a part-time basis subsequent to July 1, 1986, shall be given a full year's credit for each part year worked on the experience matrix.
9. Staff working on a part-time basis consisting of at least half time, subsequent to July 1, 1986, shall be given a full year's credit for each half year worked for longevity purposes.
10. Placement of a teacher on the experience matrix can be determined individually by the Superintendent and the Board of Education.
11. Teachers' years of experience matrix will be considered a hiring guide for initial placement of staff members. For the 1995-96 and 1996-97 contract years, the movement will be vertically frozen on the guides. Subsequent movement will be one step vertically down each year and horizontally to the right upon each classification improvement at all times. Current employees will consider their 1993-94 placement as their starting position. New employees will consider their initial placement as starting position.
12. Security Officer/Campus Monitor will receive a yearly salary increase equal to the average percentage salary increase agreed upon for teachers.
13. Teachers' work day shall be increased by 25 minutes: Merriam Avenue work day will be 6 hours 50 minutes; Halsted work day will be 6 hours 43 minutes; Newton High work day will be 7 hours.

H. Tuition Reimbursement

1. When a teacher agrees to a request by the Superintendent to enroll in specific graduate courses or training sessions conducted by a college or university, the cost of tuition and textbooks will be reimbursed by the Board of Education. Mileage will be reimbursed by the Board of Education at the current Board of Education rate per mile. Reimbursement will be made only after the teacher provides evidence that the grade attained has met a level acceptable to the Superintendent. This level shall be included in the original written confirmation for the course or training. Appropriate

receipts to show amounts expended must also be submitted.

- a. Reimbursement for Fall courses shall take place in February. Reimbursement for Spring courses shall take place in October.
 - b. The teacher must have a contract with the Board which is in full force and effect at the time of reimbursement. Nor shall there be any letter of resignation on file at the time.
2. The Board of Education will provide the yearly tuition reimbursement of \$ 21,000.00, which will be based upon the current cost per credit of graduate courses at Montclair State College. Employees shall submit their requests to the Superintendent prior to registration. All requests are subject to approval by the Superintendent. Approval will be granted for courses which are:
- a. Part of a matriculated graduate program in education or in the subject area of their teaching assignment.
 - b. Graduate courses in the subject area of their teaching assignment
 - c. Undergraduate courses, at the discretion of the Superintendent (which will not be recognized for movement on the salary guide).

Teachers will be reimbursed in the month of June for courses which are completed in the fiscal year ending in that June, based upon transcripts submitted to the Superintendent by the NEA on behalf of its membership. Should the reimbursement requests exceed the specified yearly total, each applicant will receive 100% reimbursement for three credits or, if this cost exceeds the annual allowance, a prorated amount. If, after this payment is made, there are funds remaining, the next three credits per teacher will be reimbursed or, if this cost exceeds the annual allowance, a prorated amount. A grade of B or better shall be attained for reimbursement.

I. General Conditions

1. Limits of Salary at Initial Employment

A staff member initially hired for the school year 1964-65 and in subsequent years, will receive a salary which is no more than that paid to currently employed staff members who are receiving the least salary at each classification level.

2. Permanent

A highly qualified person trained for a special field in which salaries are generally above those provided by the teachers' salary guide may be paid a differential while salaries in that special field remain above the guide.

3. Notice of Termination

Teachers shall give sixty calendar days notice of resignation.

J. Salary Checks

Teachers of the Newton Public Schools will be paid on the fifteenth (15th) and thirtieth (30th) of each month, September through June, except in certain special cases approved by the Superintendent of Schools.

ARTICLE VII - TEMPORARY LEAVES OF ABSENCE

A. Personal Illness

1. Absences for this cause shall be allowed and shall include pay not exceeding ten (10) school days' time in any one year.
2. If less than ten (10) school days of allowed sick leave is taken in any school year, then the number of days not utilized shall be cumulative, beginning from the date of the employee's current continuous employment by the Board, to be available for additional sick leave in subsequent school years, indefinitely.
3. Absences on sick leave always shall be charged first to the ten (10) day allowance for the current school year (paragraph 1), until it is fully utilized and thereafter, to the cumulative credit, to the extent that such credit is available.
4. In all absences under this section of five (5) consecutive school days or more, an employee must file a physician's certificate with the principal who will forward same to the Superintendent of Schools.

B. Illness in the Family

Where personal presence is advisable because of the critical illness of (a) parent, brother, sister, husband, wife, child, or (b) any other relative living in the employee's immediate family household, absence will be allowed:

1. For a period of five (5) days per year, non-cumulative for teachers, and two (2) days per year, non-cumulative, for assistants;
2. Thereafter without pay.

Section B is introduced primarily to provide for personal presence in an emergency, but not for extended personal care.

C. Death

1. Absences due to a death in the employee's immediate family or household, including father-in-law and mother-in-law, shall be allowed with pay, for the required period not exceeding four (4) school days in each such case.
2. Absences due to the death of a grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, or other relative not living with the immediate family of an employee will be allowed, with pay, for the day of the funeral.
3. The name and address of the deceased and the relationship of the deceased to the employee must be made known upon request.

D. Marriage

Absences on account of marriage or to attend weddings of relatives or friends may be allowed upon request, but shall be without pay.

E. Quarantine

Absences due to quarantine on account of a contagious disease, when such quarantine is not due to personal illness, shall be allowed, with pay, provided that a certificate from the health officer of the community or a school physician is presented and filed with the Superintendent of Schools.

F. Personal Business

1. Absences not exceeding three (3) days per school year for teachers, and four (4) days for teacher assistant with pay, but not accumulative, shall be allowed but only by permission of the Building Principal, after written request. Any personal days taken in the first two (2) weeks of school or the last two (2) weeks of school shall require an application to the Building Principal with a statement of the reason why the leave must be taken at that time and why the matter cannot be taken care of outside of school hours. No reasonable request will be denied. All absences approved by the Building Principal in excess of three (3) days per school year for teachers, and four (4) days for teacher assistant shall be without pay. Such days may not be taken the day immediately prior to or following a day or days of vacation for the singular purpose of extending a vacation period. It is recognized that a crisis situation unrelated to the extension of a vacation period may from time to time develop in which the Building Principal's prior approval cannot be obtained. Applications for approval, after such fact, may be approved at the Building Principal's discretion.

2. Unused personal business days will be converted to accumulative sick days according to the following:

Each unused day = 1 accumulative sick day.

Conversion will take place on June 30th of each year. Accumulated sick days will be credited for the following school year.

G. Court Order

Absences from school by reason of subpoena by any court shall be allowed, with pay, provided that the subpoena is filed with the Superintendent of Schools, and provided that the employee is not a party in the action.

H. Professional Leave

Professional absence with pay may be granted to a teaching staff member by the Superintendent of Schools.

I. Fireman, Service as a Volunteer

1. When a teacher of this school district is engaged in fighting an active fire as part of a responsibility as a duly enlisted fireman at that time when that employee would normally be expected to appear for work in this school district, the employee or a designee shall call or otherwise notify the school system that such fire service will cause delay or deny the opportunity to attend to school duties of a part or all of said day.

2. If, when requested, the volunteer fireman shall detail the circumstances for this absence and process same through the appropriate administrative offices; such leave shall be with pay.

ARTICLE VIII - EXTENDED LEAVES OF ABSENCE--TEACHERS

A. Association Activities

1. The Board agrees that up to two (2) tenured teachers designated by the Association shall, upon request, be granted a leave of absence without pay for one school year for the purpose of engaging in activities of the Association or its affiliates.
2. The contract for the year in which the teacher is scheduled to return to full-time service must be returned signed or unsigned no later than one (1) month after date of issuance. The teacher who intends to return to full-time service must indicate the intention to do so no later than April 15, previous to the school year the teacher is scheduled to return.

B. Peace Corps, Vista, etc.

A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

The contract for the year in which that teacher is scheduled to return to full-time service must be returned signed or unsigned no later than one month after date of issuance. The teacher who intends to return to full-time service must indicate the intention to do so no later than April 15, previous to the school year the teacher is scheduled to return.

C. College Teaching

A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

The contract for the year in which the teacher is scheduled to return to full-time service must be returned signed or unsigned no later than one month after date of issuance. The teacher who intends to return to full-time service must indicate the intention to do so no later than April 15, previous to the school year the teacher is scheduled to return.

D. Child Care Leave

1. Maternity/Child Care Leave

A female employee who becomes pregnant may remain in her job so long as her condition does not prevent efficient and thorough performance of her duties. When she becomes disabled, she may either receive sick leave to the extent that such leave has been earned, credited and is unused, or, if tenured, unpaid leave or both when granted in sequence. In the event of a difference of opinion between a pregnant teacher and the Board of Education, regarding her ability to offer an efficient and thorough performance level, a written positive certification from her physician re/such question will be binding on both parties. Maternity/Child Care Leave for tenured teachers only, will be granted from the date on which it commences to the opening of any Fall term but in no case for more than a three (3) year period. A teacher on Maternity/Child Care Leave who wishes to return to full-time service after full term but prior to the expiration of the Board approved leave may return upon the opening of a position for which the teacher is fully certified, upon the presentation of a positive written certification from her physician that she is able to offer an efficient and thorough

teaching performance and upon recommendation of the Superintendent. No teacher on Maternity/Child Care Leave shall, on the basis of said leave, after full term, be denied the opportunity to substitute in the Newton School District in the area of her certification or competence.

2. Adoption/Child Care Leave

Any tenured teacher adopting an infant child may receive a leave of absence which leave shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption, but in no case with less than thirty (30) days written notice to the Superintendent of Schools. Such leave shall be of the same duration as Maternity/Child Care Leave as defined in Section 1. above. Adoption/Child Care Leave will be granted for tenured teachers only, but in no case for more than a three (3) year period. No teacher on such leave shall, on the basis of said leave, be denied the opportunity to substitute in the Newton School District in the area of his or her certification or competence.

3. Child Care Leave

A tenured teacher whose presence is required to care for a dependent child may be granted a leave of absence without pay upon approval of the Superintendent from the date on which it commences to the opening of any Fall term but in no case for more than three (3) years. No teacher on such leave shall be denied the opportunity to substitute in the Newton School District in the area of his or her certification and competence.

4. A teacher on any Child Care Leave (paragraphs D.1.; D.2.; D.3.) shall not receive increment or seniority credit for the time spent on leave. All benefits to which a teacher was entitled at the time the leave commenced and not utilized during the leave shall be restored upon return.

5. The first twelve (12) weeks of any unpaid Child Care Leave taken under this Article shall be considered leave under the New Jersey Family Leave Act, and the teacher shall be entitled to paid health insurance during that period of time. Teachers choosing to return to work immediately after the disability leave associated with the birth of the child may take their Family Leave Act leave at any time permitted by the Act.

6. Non-tenured teachers may at the discretion of the Board be entitled to the leave provisions noted above (paragraphs D.1.; D.2.; D.3.; D.4.), except that any leaves granted to non-tenured teachers may not extend beyond the term of their individual contract of employment.

E. Sickness in Immediate Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a tenured teacher's immediate family. Additional leave may be granted at the discretion of the Board. Request for leave shall be in writing and will set forth the specifics of why leave has been requested, including name of persons to be cared for under Section E. and the relationship of such person to the teacher.

The contract for the year in which the teacher is scheduled to return to full-time service must be returned signed or unsigned no later than one (1) month after date of issuance. The teacher who intends to return to full-time service must indicate the intention to do so no later than April 15, previous to the school year the teacher is scheduled to return.

F. Other Leaves

Other leaves of absence without pay may be granted by the Board for good reason.

G. Renewal Leave

A teacher who has completed at least seven (7) full school years of service in the Newton School District may be granted renewal leave without pay for a full school year. Such leave shall be granted only under the following conditions:

1. That the request for leave be made in writing to the Superintendent and the reasons for leave be stated.
2. That there be a sufficient number of qualified applicants to replace the teacher on leave.
3. That the leave be approved by the Superintendent and the Board.
4. That no more than two (2) teachers be granted leave in any school year.

A teacher on renewal leave shall not receive increment or seniority credits for the time spent on leave. All benefits to which a teacher was entitled at the time leave commenced shall be restored upon return.

H. Return From Leave

1. Upon return from leave granted pursuant to Section B. or C., of this Article, a teacher shall be considered as if actively employed by the Board during the leave and shall be placed on the salary schedule at the level which would have been achieved without the absence provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on leave granted pursuant to Sections A., D., E., F., or G. of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which a teacher was entitled at the time leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return, and the teacher shall be assigned to the same position held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

I. Extension or Renewals of Leave

All extensions or renewals of leave shall be applied for by April 15 of the year in which leave is requested in writing and may be granted at the Board's discretion.

J. Leave of Absence for Pleasure or Vacation

Any teacher requesting permission for a leave of absence for any purpose shall submit a letter to the Superintendent of Schools stating the reason or reasons for the request. The Superintendent of Schools is directed to deny all requests for leave when the purpose is for pleasure or vacation.

K. Leave for Personal Health and Family Hardship

Upon the recommendation of the Superintendent, the Board of Education may permit members of the professional staff to take leaves not in excess of one (1) year in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families.

L. Sabbatical Leaves

1. A sabbatical leave may be granted to a teacher by the Board of Education for graduate study in a teacher's field of specialization and certification, or for other reasons of value to the school system. A sabbatical may not be granted without the approval of the Superintendent of Schools.
2. Sabbatical leave may be granted subject to the following conditions:
 - a. If there are sufficient qualified applicants, sabbatical leave shall be granted to a maximum of three (3) teachers at any one time. Sabbatical leaves shall be for a full academic year only.
 - b. Request for sabbatical leave must be received by the Superintendent in writing giving full detail concerning the purpose, school and other relevant information concerning the sabbatical, no later than January 1, and action must be taken on all such requests no later than March of the school year preceding the school year for which sabbatical leave is sought.
3. To qualify for sabbatical leave under the terms of this provision, the teacher must have completed a minimum of fifteen (15) years of full service in the Newton School District. The granting of a sabbatical leave is contingent upon the Board obtaining a replacement teacher no later than March 1 of the year before the proposed sabbatical, who in the sole opinion of the Board of Education is a fitting and appropriate replacement for the sabbatical teacher giving due regard to the experience of the teacher being replaced, the requirements of the courses being taught by that teacher and the best interests of the school district.
4. A teacher on sabbatical leave shall be paid by the Board of Education at a rate of fifty percent (50%) of the salary which he would have received if he had remained on active duty. Any teacher who receives a sabbatical shall sign an agreement in which he commits to teach at least two (2) or more full academic years in the Newton School System. The teacher shall specifically agree that failure to abide by the terms of the agreement shall require full repayment to the Board of salary received during the sabbatical leave. Repayment of all salary must be made within a period of two (2) years.
5. Upon return from sabbatical leave a teacher shall be placed on the salary schedule at the level which said teacher would have achieved had he remained actively employed in the system. However, the teacher shall receive seniority but no longevity credit for the year of the sabbatical.

ARTICLE IX - EXTENDED LEAVES OF ABSENCE--ASSISTANTS

A. Child Care Leave

1. Maternity/Child Care Leave

A female employee who becomes pregnant may remain in her job so long as her condition does not prevent efficient and thorough performance of her duties. When she becomes disabled, she may either receive sick leave to the extent that such leave has been earned, credited and is unused, or, after three (3) years of continuous service, unpaid leave or both when granted in sequence. In the event of a difference of opinion between a pregnant assistant and the Board of Education, regarding her ability to offer an efficient and thorough performance level, a written positive certification from her physician re/such question will be binding on both parties. Maternity/Child Care Leave for assistants will be granted from the date on which it commences to the opening of any Fall term but in no case for more than a one (1) year period. An assistant on Maternity/Child Care Leave who wishes to return to full-time service after full term, but prior to the expiration of the Board approved leave may return upon the opening of a position upon the presentation of a positive written certification from her physician that she is able to offer an efficient and thorough performance and upon recommendation of the Superintendent. No assistant on Maternity/Child Care Leave shall, on the basis of said leave, after full term, be denied the opportunity to substitute in the Newton School District in her area of competence.

2. Adoption/Child Care Leave

After three (3) years of continuous service, any assistant adopting an infant child may receive a leave of absence which leave shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption, but in no case with less than thirty (30) days written notice to the Superintendent of Schools. Such leave shall be of the same duration as Maternity/Child Care Leave as defined in Section 1. above. Adoption/Child Care leave will be granted for no more than a one (1) year period. No assistant on such leave shall, on the basis of said leave, be denied the opportunity to substitute in the Newton School District in her area of competence.

3. Child Care Leave

After three (3) years of continuous service, an assistant whose presence is required to care for a dependent child may be granted a leave of absence without pay upon approval of the Superintendent from the date on which it commences to the opening of any Fall term but in no case for more than one (1) year. No assistant on such leave shall be denied the opportunity to substitute in the Newton School District in her area of competence.

4. An assistant on any Child Care Leave (paragraphs A.1.; A.2.; A.3.) shall not receive increment for the time spent on leave. All benefits to which an assistant was entitled at the time the leave commenced and not utilized during the leave shall be restored upon return.

5. The first twelve (12) weeks of any unpaid Child Care Leave taken under this Article shall be considered leave under the New Jersey Family Leave Act, and the assistant shall be entitled to paid health insurance during that period of time. Assistants choosing to return to work immediately after the disability leave associated with the birth of the child may take their Family Leave Act leave at any time permitted by the Act.

6. Assistants with less than three (3) years continuous service may at the discretion of the Board be entitled to the leave provisions noted above (paragraphs A.1.; A.2.; A.3.; A.4.), except that any leaves so granted may not extend beyond the term of the individual contract of employment.

ARTICLE X - INSURANCE PROTECTION AND LIMITATION

- A. All employees and their dependents may be covered for health insurance, major medical, and a family dental plan at Board expense, upon written application to the Board Secretary for such coverage. The Board has the right to contract a policy that mandates Hospitalization Precertification and Mandatory Second Surgical Opinion. The first day of such coverage will yearly commence on the employee's first day of contractual obligation to the district. The level of benefits provided will be at the level substantially similar to that in effect in the 1991-92 school year. Beginning July 1, 1997, the deductible for health insurance will be \$200 for individual coverage and \$300 maximum for all other coverage. **Dental insurance will have an annual maximum of \$1,500.**
- B. Other group insurance plans can be made available to the employees at their expense.
- C. The Superintendent of Schools is directed to investigate from time to time the protection offered by any of the various plans available and the service offered by the currently contracted carrier, and to recommend a change in carrier, if advance notice of at least thirty (30) days is given to the Association and substantially similar coverage is provided. If the Association contends that the proposed coverage is not substantially similar, the dispute shall be resolved by the use of expedited binding arbitration conducted under the rules and procedures of the American Arbitration Association, provided, however, that the arbitrator shall issue a decision and award no later than August 1 preceding the commencement of the school year during which the proposed coverage is to take effect. It is understood and agreed that the use of binding arbitration shall not be applicable to any other dispute or grievance arising out of this Agreement.
- D. Transitional Coverage

The Board shall provide at employee's expense transitional health care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association.
- E. The Board may provide to any employee on an approved unpaid leave of absence, at employee's expense, subject to availability, all insurance that he/she is legally entitled to under the terms of this Contract, if so requested by the employee in writing at the time of the requested leave of absence.
- F. The threshold for receiving insurance shall be changed from twenty (20) hours per week to twenty-five (25) hours per week. Any bargaining unit members currently working less than twenty-five hours per week and receiving medical insurance will continue to receive it unless their work hours should be decreased to less than twenty hours per week.
- G. The Board will pay employees who waive their health insurance 35% of the current annual premium for that employee.

ARTICLE XI - DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the Newton Education Association, the Sussex County Education Association, the New Jersey Education Association or the National Education Association or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Newton Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing in the form set forth below:

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Social Security No. _____
School Building _____ District _____

TO: Disbursing Officer _____ Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

I designate the _____ Association to receive dues and distribute according to the organization(s) indicated:

_____ Association
_____ County Education Association
New Jersey Education Association
National Education Association

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
 3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
 4. The filing of a notice of an employee's withdrawal shall be prior to December 1, and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
- B. The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

C. Representation Fee

1. Determination of Fee

Prior to the beginning of each academic year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. Notification

Once during each academic year the Association will submit to the Board a list of those employees who have not become members of the Association for the then current, academic year. The Board will deduct from the salaries of such employees, in accordance with paragraph 3. below.

3. Payroll Deduction Schedule

The Board will deduct the representation fee from the paychecks paid to each employee on the aforesaid list during the remainder of the academic year in question. Employees who are hired after the aforesaid list is submitted to the Board will be subject to the representation fee on a prorated basis.

4. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct if possible the unpaid portion of the fee from the last paycheck paid to said employee during the academic year in question.

5. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

6. New Employees

Representatives of the Association shall receive upon request a written list of names, job titles and dates of employment of any new employees.

7. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

ARTICLE XII

ASSOCIATION PRESIDENT

The Association President shall be relieved of “non-teaching duties” , during tenure in office, if approved by a majority vote of the affected professional staff members.

ARTICLE XIII

CERTIFICATION AND NOTIFICATION OF CONTRACT

A. Certification

The Board will hire only those teachers certificated by the Board of Examiners of the State of New Jersey or any agent of the State Board of Examiners who is authorized to certify teachers.

B. Notification of Contracts

Teachers shall be notified of their contract status for the ensuing year as directed by prevailing Statutes of the State of New Jersey.

C. Fair Dismissal Procedure--Assistants

1. Procedure

On or before June 30th of each year, the Board shall give to each assistant who is in the employ of the Board:

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

2. Reasons

Any assistant who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent which statement shall be given to the employee in writing within five (5) days after receipt of such request.

3. Hearing

Any assistant who has received such notice on non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for a hearing is received in the office of the Secretary of the Board within five (5) days after receipt by the employee of the statement of reasons.

4. Board Determination

The Board shall issue its written determination as to the employment or non-employment of said employee for the next succeeding school year within five (5) days after the completing of the hearing. Said proceedings shall be completed and the Board's determination presented to the employee no later than August 1.

ARTICLE XIV - VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

As vacancies arise, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies in positions covered by this Agreement which shall occur during the following school year.

B. Filing Requests

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the building principal and the Superintendent.

C. The right and decisions of the Board and/or the Administration to make transfers and reassignments under this Article is not subject to the Grievance Procedure. Only the procedural aspects of this Article may be grieved.

ARTICLE XV - INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

Vacancies in teacher positions covered by this Agreement will be filled by means of qualified available volunteers provided such volunteers are acceptable to the Administration. Vacancies in assistant positions shall, wherever possible, be filled by a qualified available volunteer, provided such volunteer is acceptable to the Administration, and the transfer would be in the best interest of the school district.

B. 1. Criteria--Teachers

When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, in the particular school building, and other relevant factors, including among other things, State and Federal laws, rules, regulations, or administrative directives shall be considered. When involuntary transfers or reassignments are made, affected personnel shall receive written reasons for such actions.

2. Criteria--Assistants

When an involuntary transfer or reassignment is necessary, an assistant's area of competence, length of service in the Newton School District, length of service in the particular school building, and other relevant factors will be considered.

C. Reassignments

A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred. Employees being involuntarily transferred or reassigned shall be placed in a position which does not involve a reduction in compensation. This Article applies to Salary Guide Schedule A and Schedule E positions only. The right and decision of the Board and/or the Administration to make transfers and reassignments under this Article are not subject to the Grievance Procedure. Only the procedural aspects of this Article may be grieved.

ARTICLE XVI - TEACHER EVALUATION

A. General Criteria

1. Open Evaluation

All monitoring or observation of the work performances of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Evaluation by Certificated Supervisors

Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. Copies of Evaluation

A teacher shall be given a copy of any visit or evaluation report prepared by evaluators at least one day before any conference to discuss it. No such report shall be submitted in any central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher.

B. Procedure

1. Non-tenured teachers shall be evaluated at least three (3) times per year. A minimum period of ten (10) working days must elapse between evaluations. Tenured teachers shall be evaluated from time to time as deemed necessary or as requested by the Board.
2. The third evaluation for non-tenured teachers is due in the Superintendent's Office on or before March 15 each year. In the event the evaluator determines that a fourth evaluation should be made, the teacher to be evaluated shall be notified in advance of such evaluation.
3. Each formal written report shall be based on a minimum of one (1) full teaching period of observation and shall include:
 - a. Strengths of the teacher;
 - b. Weaknesses of the teacher;
 - c. Specific suggestion to the teacher to improve performance in areas wherein weaknesses have been noted.
4. It is required that the written report with results be discussed with the teacher in depth, within one (1) week of the observation.
5. The staff member evaluated will be given an opportunity to write on the evaluation form any objections to or disagreements with the evaluator's written report.
6. The staff member evaluated will sign the evaluation form, and date same, to indicate that it has been seen and reviewed. A statement may be added by the staff member which indicates that the evaluation is not agreed to, in part or in whole.
7. Copies of each form will be given to the staff member evaluated, and sent or given to the Superintendent of Schools, on or before the due date.
8. Utilization of other administrators, supervisors and teaching staff members, to help improve those who wish to be helped, will be an integral part of the evaluation process. A record of such support and assistance will be kept, and affixed to the evaluation report.

ARTICLE XVII - ASSISTANT EVALUATION

A. General Criteria

1. Open Evaluation

All monitoring or observation of the work performances of an assistant shall be conducted openly and with full knowledge of the assistant.

2. Evaluation by Supervisors

Assistants shall be evaluated only by persons serving in the capacity of immediate supervisors or appropriate administrator.

3. Copies of Evaluation

An assistant shall be given a copy of any evaluation report prepared by the evaluator at least one day before any conference to discuss it. No such report shall be submitted to any central office, placed in the assistant's file, or otherwise be acted upon without prior conference with the assistant.

B. Procedure

1. The assistant evaluated will be given an opportunity to write on the evaluation form any objections to or disagreements with the evaluator's written report.
2. The assistant evaluated will sign the evaluation form, and date same to indicate that it has been seen and reviewed. A statement may be added by the assistant which indicates that the evaluation is not agreed to, in part or in whole.
3. Copies of each form will be given to the assistant evaluated, and sent or given to the Superintendent of Schools, on or before the due date.
4. Utilization of other administrators, supervisors and/or other assistants, to help improve those who wish to be helped, will be an integral part of the evaluation process. A record of such support and assistance will be kept, and affixed to the evaluation report.

- C. All assistants shall be evaluated by their immediate supervisors or appropriate administrator at least once in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor for the purpose of identifying strengths and deficiencies, extending assistance for their correction.

ARTICLE XVIII - TEACHER RIGHTS

A. Required Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent or a designee, Board or any Committee of the Board, or agent thereof, concerning any disciplinary matter which could adversely affect the continuation of that teacher in office, position or employment or the salary or any increments pertaining thereto, then the teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and/or represent the teacher during such meeting or interview.

B. Academic Freedom

The Board and the Association agree that academic freedom is essential in the fulfillment of the purposes of the Newton School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

ARTICLE XIX - ASSISTANTS' RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every teacher's assistant shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment to any rights conferred by Chapter 123, Public Laws of 1975 or any other laws of New Jersey and the United States: That it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.
- B. Nothing herein shall be construed to deny or restrict to any such employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank, or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure.
- D. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the salary or increments of the employee, or the continuation of that employee in his/her position or of the employee's employment, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during the meeting.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or identification shall be reasonable in size and not interfere with the employee's work.
- F. All employees will be provided with a job description.
- G. Reduction in Rank or Job Classification
 - 1. Employees shall not be reduced in rank, job classification, or terminated without just cause.
 - 2. Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent of Schools or his designee, reasons for such reduction not later than fifteen (15) work days following the receipt of the request. Requests shall be made within fifteen (15) work days of either the effective date or reduction in rank or job classification, or of the date on which the employee was formally notified.

ARTICLE XX - EXTRA TEACHING DUTIES

A. Compensation for Sacrifice of Non-Teaching Time

1. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their preparation time. In the absence of volunteers, a teacher may be assigned by an administrator to act as a substitute.
2. Volunteers and assigned substitutes shall be paid at the rate of twenty dollars (\$20.00) per hour prorated per coverage.
3. Such coverage shall be arranged by the principal and shall be distributed as equitably as possible among the teachers of said school.
4. The teacher may choose to credit these periods. Each accumulation of seventy-five dollars (\$75.00) will entitle the teacher to one (1) compensatory day up to a maximum of two (2) compensatory days. A teacher achieving less than an even seventy-five dollars (\$75.00) will be paid said amount.

B. Compensation for Combined Classes

Each period that a class or portion of a class is combined with another, the volunteer or assignee shall be paid at the rate of twenty dollars (\$20.00) per hour prorated per period.

C. Compensation for Driving

Any employee who drives the school van to an approved school function outside of normal school hours will be compensated at the current Board of Education rate per driver per trip. As of July 1, 1994, the rate will be fifty dollars (\$50.00) per trip.

D. Teaching A Sixth Period At The High School

If the Administration finds it necessary to request a staff member to teach a sixth period, compensation shall be \$3,105 for 2003-2004, \$3,213 for 2004-2005, \$3,326 for 2005-2006 and **\$3,475 for 2006-2007**. The intent of this clause is to allow for adding sections or expansion of course offerings, not for the reduction of current full-time staff. The number of staff teaching six periods in any subject area shall not exceed four (4). Staff offered the opportunity to teach a sixth period will be in the order of seniority in the subject area. These sections will be posted. If no one volunteers, or if there are not enough volunteers, the Administration has the right to assign teachers. No teacher shall be assigned more than once every four (4) years. A teacher teaching a sixth period will be released from a duty period assignment and, if administratively possible, a homeroom assignment.

ARTICLE XXI - SEPARATION BENEFIT--TEACHERS

- A. Any teacher, retiring after twenty-five (25) years of service in education, will be reimbursed for accumulated sick leave at the rate of \$100.00 per day for retirements or resignations from July 1, 2000 to June 30, 2001, and at the rate of one-half (1/2) the daily substitute rate or seventeen dollars and fifty cents (\$17.50) per day, whichever is higher thereafter. Payments for retirements/resignations from July 1, 2000 to June 30, 2001, shall be in the amount of \$4,000.00 per year until the payment is concluded, notwithstanding paragraph D below.
- B. Fifteen (15) of the twenty-five (25) years must have been served in the Newton School District.
- C. The maximum number of days to be credited for the purpose of calculations under this provision is two hundred (200).
- D. The schedule for payment of this benefit shall be by separate check on the last day of employment.

ARTICLE XXII - SEPARATION BENEFIT--ASSISTANTS

An assistant with fifteen (15) years of service in the district shall, upon leaving, be reimbursed for unused accumulated sick days at three-quarters (3/4) of the pay for a teacher assistant substitute, to a maximum of one hundred eighty (180) days.

ARTICLE XXIII - FIELD TRIPS

Teacher participation in field trips which extend beyond the teacher's in-school work day, and overnight and weekend trips shall be voluntary.

ARTICLE XXIV - ATTENDING NEWTON PUBLIC SCHOOLS

Sons/daughters of teachers will be allowed to attend Newton Public Schools upon notification to the Superintendent of their intent to attend and payment of tuition. Tuition cost will be the difference in the projected per pupil tuition cost less the state aid per pupil received by the district for such pupils. Payment shall be in ten (10) monthly installments. Teachers have the option of having tuition deducted from their monthly paycheck.

ARTICLE XXV - COOPERATIVE COUNCIL

Cooperative Council is formed for the purpose of greater communication between administration, teachers and the Board of Education. The Council will consist of two (2) teachers from each building, one (1) member of the Child Study Team, three (3) Board members, building principals and Superintendent. The Council will meet three (3) times a year -- October, January, and May to informally discuss ideas, problems, curriculum, in-service days, concerns and areas of information vital to the Newton School System. The Council will not be a forum for contract negotiations. Times and dates for meetings will be coordinated by the Superintendent and NEA President. The President in consultation with the staff of each building will appoint building representatives.

ARTICLE XXVI - IN-SERVICE DAYS

School calendar beginning July 1, 1994 will be one hundred eighty-three (183) days, including three (3) full days for in-service. The district Professional Development Committee will study and design all in-service activities.

ARTICLE XXVII - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVIII - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by an administrative agency, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX - MISCELLANEOUS

- A. Copies of this Agreement shall be printed at the expense of the Board and Association. Such cost shall be proportionate according to the number of copies requested by each party. All teachers now employed, or considered for employment by the Board shall be given a copy of said Agreement.
- B. This Agreement shall remain in effect from July 1, **2006 to June 30, 2007.**

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 1st day of May, 2006.

Attest:

The Board of Education of the Town of Newton

Donna C. Snyder , Secretary

Irene Earley, Vice- President

Attest:

Newton Education Association

Mary McCarthy, Secretary

Guy Schultz, President

SCHEDULE A

TEACHERS SALARY GUIDE

July 1, 2006 - June 30, 2007

<u>STEP</u>	<u>A</u> Bachelors	<u>B</u> BA+20	<u>C</u> MASTERS	<u>D</u> MA+20	<u>E</u> MA+40	<u>F</u> MA+60/PD/Ph.D.
1	42960	44460	48960	50460	52710	54210
2	43160	44660	49160	50660	52910	54410
3	43360	44860	49360	50860	53110	54610
4	43735	45235	49735	51235	53485	54985
5	44880	46380	50880	52380	54630	56130
6	46035	47535	52035	53535	55785	57285
7	47240	48740	53240	54740	56990	58490
8	49490	50990	55490	56990	59240	60740
9	51490	52990	57490	58990	61240	62740
10	53620	55630	59840	61520	63230	64910
11	54620	56830	61040	62720	64430	66110
12	55210	57420	61630	63310	65020	66700
13	57730	59230	63730	65230	67480	68980
14	60430	61930	66430	67930	70180	71680
15	63330	64830	69330	70830	73080	74580
16	66430	67930	72430	73930	76180	77680
17	69730	71230	75730	77230	79480	80980
18	73230	74730	79230	80730	82980	84480
19	76930	78340	82550	84230	85940	87620

SCHEDULE A

TEACHERS' MATRIX

2006 - 2007

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	0.0 - 0.9	0.0 - 0.9	0.0 - 0.9	0.0 - 0.9	0.0 - 0.9	0.0 - 0.9
2	1.0 - 1.9	1.0 - 1.9	1.0 - 1.9	1.0 - 1.9	1.0 - 1.9	1.0 - 1.9
3	2.0 - 2.9	2.0 - 2.9	2.0 - 2.9	2.0 - 2.9	2.0 - 2.9	2.0 - 2.9
4	3.0 - 3.9	3.0 - 3.9	3.0 - 3.9	3.0 - 3.9	3.0 - 3.9	3.0 - 3.9
5	4.0 - 6.9	4.0 - 6.9	4.0 - 6.9	4.0 - 6.9	4.0 - 6.9	4.0 - 6.9
6	7.0 - 7.9	7.0 - 7.9	7.0 - 7.9	7.0 - 7.9	7.0 - 7.9	7.0 - 7.9
7	8.0 - 8.9	8.0 - 8.9	8.0 - 8.9	8.0 - 8.9	8.0 - 8.9	8.0 - 8.9
8	9.0 - 10.9	9.0 - 10.9	9.0 - 10.9	9.0 - 10.9	9.0 - 10.9	9.0 - 10.9
9	11.0 - 11.9	11.0 - 11.9	11.0 - 11.9	11.0 - 11.9	11.0 - 11.9	11.0 - 11.9
10	12.0 - 12.9	12.0 - 12.9	12.0 - 12.9	12.0 - 12.9	12.0 - 12.9	12.0 - 12.9
11	13.0 - 20.0	13.0 - 20.0	13.0 - 21.5	13.0 - 21.5	13.0 - 21.5	13.0 - 21.5
12	20.1 - 22.5	20.1 - 22.5	21.6 - 24.5	21.6 - 24.5	21.6 - 24.5	21.6 - 24.5
13	22.6 - 24.3	22.6 - 24.3	24.6 - 25.5	24.6 - 25.5	24.6 - 25.5	24.6 - 25.5
14	24.4 - 25.5	24.4 - 25.5	25.6 - 26.5	25.6 - 26.5	25.6 - 26.5	25.6 - 26.5
15	25.6 - 27.0	25.6 - 27.0	26.6 - 28.6	26.6 - 29.4	26.6 - 29.4	26.6 - 29.4
16	27.1 - 28.9	27.1 - 28.9	28.7 - 30.5	29.5 - 30.5	29.5 - 30.5	29.5 - 30.5
17	29.0 - 29.9	29.0 - 29.9	30.6 - 31.5	30.6 - 31.5	30.6 - 31.5	30.6 - 31.5
18	30.0 - 31.9	30.0 - 31.9	31.6 - 32.5	31.6 - 32.5	31.6 - 32.5	31.6 - 32.5
19	32.0+	32.0+	32.6+	32.6+	32.6+	32.6+

SCHEDULE B: CO-CURRICULAR

	<u>2006 - 2007</u>					
NEWTON HIGH SCHOOL	-1-	-2-	-3-	-4-	-5-	-6-
Academic Bowl	1321	1392	1463	1534	1605	1676
Art Club	660	696	731	767	802	838
Band Front						
Technical Students						
Mock Trial (2)						
Calliope	1651	1740	1828	1917	2006	2095
Cheerleader – Fall, Winter	2509	2644	2779	2914	3049	3184
DECA						
Dramatics Director	1981	2088	2194	2300	2407	2513
Dramatics – Choreography	1321	1392	1463	1534	1605	1676
Dramatics – Costumes	990	1044	1097	1150	1203	1257
Dramatics – Musical	1321	1392	1463	1534	1605	1676
Dramatics – Publicity	990	1044	1097	1150	1203	1257
Dramatics - Stage Set						
Dramatics – Technical	1321	1392	1463	1534	1605	1676
Drama Club						
French Club	660	696	731	767	802	838
Freshman Class	990	1044	1097	1150	1203	1257
Future Farmers (FFA)	1321	1392	1463	1534	1605	1676
German Club	660	696	731	767	802	838
Health Careers	660	696	731	767	802	838
Interact	660	696	731	767	802	838
Jazz Band	2839	2992	3145	3297	3450	3603
Junior Class	1651	1740	1828	1917	2006	2095
Latin Club	660	696	731	767	802	838
Madrigals	660	696	731	767	802	838
Marching Band		2793	2936	3078	3220	3363
Marching Band Assistant		1949	2048	2147	2247	2346
Multicultural Club	660	696	731	767	802	838
National Honor Society	1651	1740	1828	1917	2006	2095
Science League Advisor	660	696	731	767	802	838
Science League Coach (6)	660	696	731	767	802	838
Secretarial Club		650	683	716	749	782
Senior Class	1981	2088	2194	2300	2407	2513
Ski Club	660	696	731	767	802	838
Sophomore Class	1321	1392	1463	1534	1605	1676
Spanish Club	660	696	731	767	802	838
Student Council	3037	3201	3364	3527	3691	3854
Student Council Assistant	2047	2157	2267	2377	2487	2597
TSA Advisor	1321	1392	1463	1534	1605	1676
Teen Arts Festival	713	752	790	828	866	905
Yearbook Advisor	3962	4175	4388	4601	4814	5027
Yearbook Assistant	1321	1392	1463	1534	1605	1676
Peer Leadership (2)	990	1044	1097	1150	1203	1257
S.A.V.E.	660	696	731	767	802	838
MERRIAM AVENUE SCHOOL						
Volunteer Coordinator						
Art Club	1142	1204	1265	1327	1388	1449
Audio Visual Coordinator						
Music Club	1017	1072	1126	1181	1236	1290

SCHEDULE B: CO-CURRICULAR

HALSTED MIDDLE SCHOOL	-1-	-2-	<u>2006-2007</u>		-5-	-6-
			-3-	-4-		
Art Decorations			1181	1238	1296	1353
Audio Visual Coordinator		1624	1707	1790	1872	1955
Dramatics	1321	1392	1463	1534	1605	1676
Dramatics Assistant	990	1044	1097	1150	1203	1257
Halsted Yearbook	990	1044	1097	1150	1203	1257
Musical Director	990	1044	1097	1150	1203	1257
National Jr. Honor Society	1321	1392	1463	1534	1605	1676
Newspaper		650	683	716	749	782
Student Council	1321	1392	1463	1534	1605	1676
Student Council Assistant	927	974	1024	1074	1123	1173

SCHEDULE C: INTERSCHOLASTIC

2006-2007

SYSTEM WIDE	-1-	-2-	-3-	-4-	-5-	-6-
Basketball - Girls Head	6273	6611	6947	7285	7622	7959
Basketball - Girls Assistant	4160	4384	4607	4831	5054	5278
Basketball - Girls Elementary	2925	3083	3240	3397	3554	3711
Basketball Boys Head	6273	6611	6947	7285	7622	7959
Basketball - Boys Assistant	4160	4384	4607	4831	5054	5278
Basketball - Boys Elementary	2925	3083	3240	3397	3554	3711
Cheerleading				2720	2846	2972
Field Hockey – 7/8 Grades	2925	3083	3240	3397	3554	3711
Ski Team	4952	5219	5485	5751	6017	6284
Track - Boys Assistant	3929	4141	4351	4562	4774	4985
Track - Boys Head	5613	5915	6216	6518	6820	7121
Track - Girls Assistant	3929	4141	4351	4562	4774	4985
Track - Girls Head	5613	5915	6216	6518	6820	7121
Track – Elementary	2753	2902	3050	3198	3346	3494
Wrestling Head	6273	6611	6947	7285	7622	7959
Wrestling – Assistant	4160	4384	4607	4831	5054	5278
Wrestling – Elementary	3500	3688	3876	4064	4252	4440

NEWTON HIGH SCHOOL

Baseball Head	5613	5915	6216	6518	6820	7121
Baseball – Freshman	3698	3897	4095	4294	4493	4692
Baseball - J.V.	3698	3897	4095	4294	4493	4692
Bowling	4622	4871	5119	5368	5616	5865
Cross Country	4952	5219	5485	5751	6017	6284
Field Hockey Assistant	3698	3897	4095	4294	4493	4692
Field Hockey Head	5613	5915	6216	6518	6820	7121
Football Assistant	4424	4663	4900	5138	5375	5613
Football Head	6603	6959	7313	7668	8023	8378
Golf	4952	5219	5485	5751	6017	6284
Soccer Assistant	3698	3897	4095	4294	4493	4692
Soccer Head	5613	5915	6216	6518	6820	7121
Softball Head	5613	5915	6216	6518	6820	7121
Softball – Freshman	3698	3897	4095	4294	4493	4692
Softball - J.V.	3698	3897	4095	4294	4493	4692
Swimming Head	4952	5219	5485	5751	6017	6284
Swimming Assistant	3698	3897	4095	4294	4493	4692
Tennis Head – Girls	4952	5219	5485	5751	6017	6284
Tennis Head – Boys	4952	5219	5485	5751	6017	6284
Tennis Assistant – Girls	3235	3410	3583	3757	3931	4105
Tennis Assistant – Boys	3235	3410	3583	3757	3931	4105

SCHEDULE D: CURRICULAR

2006-2007

	-1-	-2-	-3-	-4-	-5-	-6-
NEWTON HIGH SCHOOL						
Building Coordinator	2971	3132	3291	3451	3610	3770
Computer Coordinator	2047	2157	2267	2377	2487	2597
Core Team	660	696	731	767	802	838
Staff Evaluation						
MERRIAM AVENUE SCHOOL						
Building Coordinator	2971	3132	3291	3451	3610	3770
Computer Coordinator	1981	2088	2194	2300	2407	2513
Core Team	660	696	731	767	802	838
Gifted and Talented						
HALSTED STREET SCHOOL						
Building Coordinator	2971	3132	3291	3451	3610	3770
Computer Coordinator	1981	2088	2194	2300	2407	2513
Core Team	660	696	731	767	802	838
Gifted and Talented						
SYSTEM WIDE						
Basic Skills	3962	4175	4388	4601	4814	5027
Content Specialist						
Curriculum Coordinator	2971	3132	3291	3451	3610	3770

SCHEDULE E

TEACHERS' ASSISTANTS GUIDE

<u>STEP</u>	<u>2006-2007</u>	
	F/T	Hourly
1	14,041	12.78
2	14,141	12.87
3	14,241	12.97
4	14,341	13.06
5	14,627	13.32
6	14,913	13.58
7	15,199	13.84
8	15,880	14.46
9	16,594	15.11
10	17,343	15.79
11	18,128	16.51
12	18,951	17.25
13	19,813	18.04
14	20,717	18.86

SCHEDULE E

TEACHERS' ASSISTANTS MATRIX

(NOT TO BE USED ON 06-07 SCHOOL YEAR)

2003-2004

2004-2005

2005-2006

1	0.0 - 0.9
2	1.0 - 1.9
3	2.0 - 2.9
4	3.0 - 3.9
5	4.0 - 4.9
6	5.0- 7.4
7	7.5 - 7.9
8	8.0 - 8.9
9	9.0 - 11.9
10	12.0 - 13.0
11	13.1 - 13.5
12	13.6+

1	0.0 - 0.9
2	1.0 - 1.9
3	2.0 - 2.9
4	3.0 - 3.9
5	4.0 - 4.9
6	5.0 - 5.9
7	6.0 - 8.4
8	8.5 - 8.9
9	9.0 - 9.9
10	10.0 - 12.9
11	13.0 - 14.0
12	14.1- 14.5
13	14.6+

1	0.0-0.9
2	1.0-1.9
3	2.0-2.9
4	3.0-3.9
5	4.0-4.9
6	5.0-5.9
7	6.0-6.9
8	7.0-9.4
9	9.5-9.9
10	10.0-10.9
11	11.0-13.9
12	14.0-15.0
13	15.1-15.5
14	15.6+