

**AGREEMENT**

**between**

**the**

**BOARD OF EDUCATION  
CITY OF NEWARK**

**and the**

**CITY ASSOCIATION OF  
SUPERVISORS AND ADMINISTRATORS  
LOCAL 20  
A.F.S.A./AFL-CIO  
NEWARK, NEW JERSEY**



**July 1, 1988-June 30, 1991**



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## **PREAMBLE**

Whereas, pursuant to the provisions of Chapter 303, as amended, of the laws of the State of New Jersey, known as the New Jersey Employer-Employees Relations Act, the City Association of Supervisors and Administrators, American Federation of School Administrators AFL-CIO Local 20 of Newark, New Jersey (hereinafter referred to as CASA), has been recognized as the exclusive representative in the unit hereinafter provided by the Board of Education of the City of Newark (hereinafter referred to as the Board); and

Whereas, the Board and CASA recognize a common responsibility to work together in cooperation toward the achievement of quality education and to cooperate in their common aims; and

Whereas, said parties have as a result of joint discussion agreed upon the following terms concerning employment of the staff members hereinafter listed in conjunction with and not in derogation of the provisions of Title 18A of the Statutes of New Jersey;

Now therefore, this agreement is agreed upon between said parties for the period beginning July 1, 1988 and ending June 30, 1991.

## **ARTICLE I**

### **RECOGNITION, REPRESENTATION, DUES DEDUCTION**

#### **Section A**

The Board recognizes CASA as the exclusive representative of all administrative and supervisory personnel in the Newark public school system as listed in the following unit:

All principals of senior and junior high schools, middle, elementary, and special schools; all vice principals; all instructional directors; all instructional assistant directors, all instructional supervisors and central office coordinators; all department chairpersons, department chairpersons-athletics, head guidance counselors, and curriculum specialists; and all individuals serving in an acting capacity for thirty (30) or more days in any of the above categories (the foregoing hereinafter collectively referred to as the Personnel); and in similar titles established hereinafter during the terms of this agreement.

Wherever the term "he" or "his" is used in this agreement, it is intended to apply to either gender, and is used for convenience only. Unless otherwise indicated, the terms CASA unit members, member, personnel employee(s), administrators, when used hereinafter in this agreement, shall refer to all professional employees represented by CASA in the negotiating unit as defined.

### **Section B**

This agreement embraces all Personnel in the unit set forth in Section A, and CASA agrees to represent equally all Personnel in said unit regardless of membership in CASA. All discussions on matters affecting the Personnel collectively shall be conducted first at the Executive Superintendent level with the authorized representatives of CASA. If not resolved within one (1) week or unless mutually agreed otherwise, these discussions shall be conducted at the Board level with the authorized representatives of CASA.

### **Section C**

The Board agrees to deduct from the salary of Personnel dues of CASA as said Personnel individually and voluntarily so authorize the Board, but no more frequently than once per calendar month, and to transmit same promptly to CASA. Written notice to rescind dues deduction must be made by June 1 or December 1, rescission of dues deduction to become effective in July or January.

### **Section D**

When official personnel action is taken to promote a non-CASA person to a CASA unit position or when the status, job classification, or position of a CASA unit member is changed, CASA shall be notified in writing within two (2) weeks of that action.

Any person administratively assigned or promoted (without formal Board action), to a title included in the Recognition Clause of the Board/CASA Agreement, and who served in that position for thirty (30) days or more shall be deemed to be serving in an acting capacity as covered by Sections A-D of Article I. When such administrative change (without formal Board action) is made, CASA will be notified in writing thirty (30) days from the date of such action.

### **Section E**

This agreement shall remain in effect until June 30, 1991. Negotiations by the parties to revise, amend or otherwise alter the terms of this agreement shall commence no later than November 1, 1990.

## **ARTICLE II**

### **Non-Discrimination**

The Board and CASA agree to follow, for all purposes, a policy of non-discrimination on the basis of race, color, creed, national origin, ancestry, sex, age, marital status, religion, social/economic status, or physical handicap. The Board and CASA further agree that there shall be no discrimination with respect to any member of the unit because of membership or lack of membership in CASA or because of activities on behalf of CASA.

## **ARTICLE III**

### **Grievance Procedure**

#### **Section A—Definition and Application**

1. Grievances subject to the procedures set forth hereinafter are hereby defined as any dispute or controversy between the Board or its representatives concerning the interpretation, application, or enforcement of the provisions of this agreement, including this article, or the rules, regulations, or orders of the Board or those of the State Board of Education, or any other dispute concerning the terms of employment or allegation of bias or vindictive action against the Personnel. A grievance may be filed by one or more of the Personnel having the same dispute or controversy, or may be filed by CASA itself, except that in no case may CASA represent both the grievant and the person against whom the grievance is brought.

2. Any Personnel shall have the right to process grievances individually and without CASA representation for said purpose and shall have the right to be represented by a person of his own choosing for said purpose, but at his own expense. The Board agrees that it will not recognize or effectuate representation of the Personnel by any employees' organization other than CASA.

3. In case of any grievance involving any Personnel, CASA shall have the right to intervene as a party in the processing or hearing of that grievance upon the request of the grievant and to appeal from any disposition of said grievance that it deems contrary to this agreement. Regardless of CASA participation in the processing or hearing of any grievance, the Board or its representatives at each step of the grievance procedure shall supply CASA with copies of all non-confidential correspondence and written decision of said grievance, upon written request.

4. Nothing hereinabove shall be construed to require CASA to process any grievance or to appeal from the disposition of any grievance where CASA deems the grievance or appeal to be without sufficient merit or where the processing of the grievance is contrary to the position of CASA as to the implementation or enforcement of this agreement on behalf of the other Personnel in the unit.

## **Section B—Procedure**

### **1. Step 1-A.**

A grievance must be filed at Step 1 within the ten (10) working days from the date on which the act which is the subject of the grievance occurred or within the ten (10) working days from the date that the Personnel or CASA becomes aware of the subject of the grievance.

#### **Step 1-B.**

All grievances of the Personnel, whenever applicable, shall first be discussed informally with the immediate administrative superior. If the grievance is not resolved within three (3) working days of the request for said informal discussion, the grievance shall then be discussed with the immediate administrative superior who is not a member of the Personnel. If no such meeting has been held within five (5) working days after a request has been made, CASA shall have the right to institute Step 2 in writing.

### **2. Step 2**

All grievances not resolved under Subsection 1 (of this section) shall be submitted in writing to the Executive Superintendent of Schools or designee and a copy thereof submitted to CASA. A meeting to discuss the grievance shall be scheduled by the Executive Superintendent with the grievant(s) and a representative of CASA within seven (7) working days of its receipt, and a written decision shall be submitted to the grievant(s) and the representative of CASA within twenty (20) working days thereafter. The time periods set forth herein may be waived by joint agreement of those involved therewith.

### **3. Step 3**

All written grievances unresolved hereinabove shall be submitted to the Board within five (5) working days of the receipt of the decision of the Executive Superintendent. A meeting to discuss the grievance shall be scheduled by the Board or its designated representative as soon as possible; a written decision shall be issued by the Board or its representative within twenty (20) working days from the date of submission of the grievance to the Board. The time periods set forth hereinabove may be waived by joint agreement of those involved therewith.



4. All grievances filed by CASA or involving matters of general application shall be processed initially in accordance with Subsection 2 of this section.

5. All grievance hearings shall be held after the school time of all Personnel involved, unless a mutually acceptable time is agreed upon.

**6. Step 4-A.**

In the event a grievance is not resolved under Subsection 4 (of this section), the grievant(s) may have the grievance submitted for final and binding arbitration within five (5) working days of the receipt of the decision of the Board with the American Arbitration Association in accordance with its rules and regulations for labor management arbitration, provided that nothing herein shall be deemed to prohibit joint agreement among the Board, CASA, and the grievant(s) to the use of any individual to serve as arbitrator or the use of any other procedure for the selection of an arbitrator.

**Step 4-B.**

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

2. The arbitration shall be conducted by a tripartite arbitration panel. One member of the panel shall be appointed by the Board. One member of the panel shall be appointed by CASA, and this individual's minimal professional qualifications shall be those of the holder of a school administrator's principal's or supervisor's certificate. The third member of the panel shall be selected by mutual agreement of the first two above-named panel members, 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 (5) years experience as an arbitrator. The first two above-named panel members shall be appointed within one week of the ratification of this agreement. The third panel member shall be selected by the first two within thirty (30) days after their selection. In the event that the first two panel members are unable to agree upon the selection of the neutral panel member as described above, either of the two shall call upon the American Arbitration Association to name the third panel member. Any individual so selected shall be required to be a bona fide resident of New Jersey. The panel shall sit for the duration of the agreement. The neutral third panel member shall serve as chairperson of the panel and shall arrange the dates, meeting places, and agenda of any and all arbitration proceedings. The third panel member shall serve until he receives notice of termination of his services by either the Board or CASA. In such a case a new third panel member shall be appointed as described above. Termination shall not affect any grievance upon which a hearing has commenced.

#### **Step 4-C.**

The arbitration panel shall be empowered to hear and determine only grievances within the scope of the definition of the term "grievance" under Section A of this article. It shall, in the performance of its duties, be bound by and comply with the provisions of this agreement. It shall have no power to add to, delete, or modify in any way any of the provisions of this agreement. Its decisions shall be binding and in writing and shall set forth its opinions and conclusions on the issues submitted. It shall have the power to make compensatory awards, where necessary, to implement its decisions.

#### **Step 4-D.**

The arbitration panel 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 effect of law. Its decisions shall not usurp the functions or powers of the Board as provided by statute.

#### **Step 4-E.**

Fees and expenses of the neutral arbitrator shall be borne equally by the Board and CASA.

### **Section C—Disciplinary Matters and Personnel File Entries**

1. No CASA Personnel shall be either suspended or discharged except in strict compliance with Title 18A of the Statutes of the State of New Jersey.

No non-tenured Personnel shall be removed or dismissed from his position involuntarily during the period of his appointment to said position unless an informal conference has been held between the Personnel and his representative and with the appropriate administrator. The Personnel shall be apprised in writing five (5) days before the conference of the reasons for his involuntary removal or dismissal from the position and shall be given an opportunity to respond at the conference. Both the Personnel and his representative shall be granted administrative leave at full pay to attend this conference.

2. If any Personnel serving in an acting capacity for a full year or longer has not had such acting employment renewed, the Personnel may request within thirty (30) days and shall be granted a conference within ten (10) working days of the receipt of his request with the appropriate Assistant Executive Superintendent or designee of the Executive Superintendent to review the reasons for non-appointment.

3. In cases involving conferences concerning the disputed evaluation of a member of the bargaining unit or in other matters of dispute, said individual may be accompanied by either a CASA representative or a member of the parent national and/or state organization with which CASA is affiliated, if he so desires.

4. Each member of the CASA Personnel shall be given a copy of any written entries from any superior and from the Department of Human Resource Service, including evaluations, made with respect to him within five (5) working days of an entry having been placed in the personnel files.

5. The principle of just and proper cause shall apply to all other disciplinary matters, including adverse personnel file entries concerning the Personnel.

6. Official files of all CASA Personnel shall be maintained under the following conditions.

- A. The Personnel shall receive a copy of all materials regarding his conduct, service, character, or personality which are to be placed in his file. He shall acknowledge that he has read such material by affixing his signature to the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.
- B. The Personnel shall have the right to answer in writing any material filed, and such answer shall be attached to the file copy.
- C. Upon request, the Personnel shall be permitted to examine his file.
- D. The Personnel shall be permitted to reproduce any material in his file, at his cost.
- E. There shall be only one personnel file for each CASA eligible, and this file shall be housed at the Division of Human Resource Services within the Board of Education Administration Offices.

7. All Personnel, whenever summoned by a superior to discuss matters involving contemplated disciplining of said Personnel, shall have the right to refrain from such discussion until a representative of CASA is present; and no such disciplinary penalty will be effectuated prior to such discussion except in an emergency situation.

8. The Board agrees to continue its policy of treating personnel files as confidential.

9. All documents, communications and records dealing with the processing of a grievance involving CASA personnel shall not be kept on file in the personnel file of the CASA personnel.

## **ARTICLE IV**

### **Sabbatical Leaves**

#### **Section A**

The Personnel shall be eligible for sabbatical leave of absence for one (1) year at half salary for study and observation at any time after seven (7) years of total service in the Newark school system, except that at least two (2) years of such service shall have been rendered in that position from which said sabbatical leave is applied for. If the individual shall have served in such a position for fewer than two (2) full years, leave may be granted except that the sabbatical leave salary shall be based upon the highest rate paid to said Personnel immediately preceding promotion into the administrative or supervisory position currently held by said Personnel.

#### **Section B**

The Personnel shall also be eligible for sabbatical leave of absence for one (1) year at half salary for rest and recreation at any time after fourteen (14) years of total service in the Newark school system except that the two (2) year provision contained in Section A of this article shall be equally applicable to sabbatical leaves of absence for rest and recreation.

#### **Section C**

Each individual covered by the provisions of Section B of this article may be granted the sabbatical leave for rest and recreation as a terminal leave of absence. Terminal leave of absence shall be defined as a leave of absence immediately prior to retirement. In requesting such terminal sabbatical leave, the individual may request and be granted leave on the basis of one half year at full pay. Such leave shall be granted only on written certification that the individual has applied for retirement under the Teachers Pension and Annuity Fund immediately following the termination of the sabbatical leave herein described.

## **Section D**

The leaves set forth in Section A, B, and C of this article shall be granted annually, depending on the availability of funds, at the recommendation of the Executive Superintendent to the Board of Education.

## **Section E**

The leaves set forth in Section A, B, and C of this article shall be granted annually to not less than five percent (5%) of the Personnel, provided that the number of applicants for such leaves exceeds such five percent (5%).

## **Section F**

Applications for leaves provided hereinabove must be filed no later than March 1 for leaves which will commence at the beginning of the ensuing school year and no later than October 1 for leaves which will commence February 1. Consideration will be given in special cases to applications filed at times other than March 1 and October 1. Notification of action taken shall be within three months of date of request.

## **Section G**

All current Board rules and practices with respect to sabbatical leaves not inconsistent with the provisions of this article shall be maintained.

## **Section H**

Sabbaticals of CASA Personnel shall begin as of July 1 and end as of June 30 of the following year, except for such special cases as are made upon request of the individual and favorably acted upon by the Board following a favorable recommendation by the Executive Superintendent. The language of this section, however, shall not apply to any sabbatical leave granted on the terminal basis as provided for in Section C above.

# **ARTICLE V**

## **Other Leaves and Excused Absences**

### **Section A—Sick Leaves**

1. All Personnel shall be granted sick leave without loss of pay for illness for fifteen (15) days in each school year.
2. All Personnel with twenty-five (25) years of total service in the Newark school system shall receive ten (10) additional non-cumulative days per year for illness without loss of pay after all current and accumulated sick leave days shall have been exhausted and without loss of pay.

3. Unused sick leave days shall be accumulative without limit.

4. Any member of the Personnel employed by the Newark school system who by virtue of extended illness has exhausted all current and accumulated sick leave days may apply for an extended sick leave with pay. Such application shall be processed and dealt with according to such policies and practices as are being implemented by the Board for all other members of the certificated instructional staff.

5. Any supplementary days which may be provided under subsection 4 above shall in no case be cumulative.

### **Section B—Personal Leave**

All Personnel shall be granted three (3) days' leave for personal reasons without explanation in each school year without loss of pay. Additional personal leaves may be granted by the Executive Superintendent.

### **Section C—Family Illness**

Up to five (5) days in any one (1) year in the event of illness in the CASA member's immediate family or household. Such days are to be deducted from accumulated sick days and in no way are in addition to sick leave already available.

### **Section D—Funeral Leave**

1. Death in the immediate family or household, five (5) consecutive working days immediately following the death. Death in the immediate family is defined as follows: Spouse, children, parent(s), sister, brother, grandmother, grandfather, mother-in-law, father-in-law.

2. Death of any other relative, one (1) day.

### **Section E—Maternity Leave**

1. Maternity leave without pay shall be granted to the Personnel for a period of no more than one (1) year, provided that the Personnel on such leave shall be reinstated upon application therefor. Such leave shall be extended for a period of one (1) year upon application therefor to care for the child. Salary placement upon return from such leaves shall be at the same step as when the leave commenced unless the individual on leave has completed at least ninety (90) days of service in the school year, in which case it shall be counted as a year of service performed for said purpose.

2. Male members of the Personnel shall be afforded the same leave privileges as female members.

## **Section F—Military Leave**

Military leaves shall be granted without pay to the extent provided by Federal law and with the rights of reinstatement provided by Federal law. Military leaves shall be deemed to include required civilian work in the national interest under the provisions of law applying to conscientious objectors.

## **Section G—Reserve Duty**

Personnel required to attend active reserve duty shall suffer no loss of pay therefor for the required period of such reserve duty, as provided in the New Jersey Statutes.

## **Section H—Subpoena, Summons, Jury Duty**

1. Personnel subpoenaed by lawful authority shall be deemed to be on leave for the required period of attendance pursuant to the subpoena without loss of pay therefore.
2. CASA unit members required to serve on jury duty by lawful authority shall be deemed to be on leave for the required period of attendance without loss of pay.
3. When a CASA unit member is summoned, as a result of an action arising out of the performance of his official administrative or supervisory duties and responsibilities, said individual shall be excused for the required period of attendance, without loss of pay, in accordance with Board policy.

## **Section I—Quarantines**

Personnel quarantined by lawful authority shall be deemed to be on leave for the required period thereof without loss of pay therefore.

## **Section J—Marriages**

Personnel married during the school year shall be granted up to two (2) weeks of leave without pay.

## **Section K—Benefits**

1. All Personnel on leaves authorized by the Board shall receive such benefits as are provided to other instructional employees who are on such leave; all benefits (fringe, etc.) shall be restored effective as of applicable re-enrollment dates immediately following reinstatement on the payroll after any leave involving a reduction in or termination of said benefits. It shall be the responsibility of each individual returning from such leave to complete and submit all applications for reinstatement to such benefits as are required by the Board.

2. CASA unit members, on leave without pay, shall have the option to pay the premium to maintain their dental, optical, and drug benefits, upon such terms and conditions as the provider/carrier may require, during the period of such leave.

### **Section L—Leave for Union Conventions and Sessions of Legislative Bodies**

1. Administrative leaves of absence without loss of pay to attend conferences of the American Federation of School Administrators and of the New Jersey State Council of the American Federation of School Administrators, the New Jersey State AFL-CIO, and the Essex-Hudson Trades Council, not exceeding five (5) days in any one year per individual, shall be granted to duly qualified representatives of CASA.

2. Administrative leaves of absence without loss of pay to attend meetings of the Newark Municipal, Essex County, New Jersey State or Federal legislative bodies shall be granted to duly qualified representatives of CASA upon written request by CASA to the Executive Superintendent. Such requests shall be limited to two (2) CASA representatives per meeting.

3. Requests pertinent to Parts 1 and 2 above shall be received by registered mail with a return receipt requested in the office of the Executive Superintendent at least two weeks prior to the date of the meeting, when time permits; and a timely response shall be made to CASA by the Executive Superintendent. If no response from the Executive Superintendent is received by CASA five (5) days prior to the meeting, the absence of a response shall mean approval.

4. In any year, the total number of days available to all such representatives collectively, no matter how distributed among those to whom days are granted pursuant to the foregoing, shall not exceed an aggregate of twenty-five (25) days.

### **Section M—Leave for Union Service**

1. Leave of absence without pay shall be granted by the Board to members of the bargaining unit upon their personal request and that of CASA in order to work for CASA or for one of its parent organizations. No more than two (2) 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 of the employee and by certification of CASA.



2. When an individual granted such leave of absence returns to regular employment with the Board, he shall be placed at the step of the salary schedule that he would have attained had he been continually employed during such absence.

There shall be no loss of seniority or any other right available to him under the law or the terms of this agreement because of such leave of absence. The period of leave shall not be included in computing length of service for the time required to attain tenure.

3. Any employee granted such leave of absence shall have the right to have maintained on the same basis as all employees his participation in any employee welfare plans available to Board employees for hospital costs, medical-surgical benefits, major medical insurance, or any other such benefits upon regular payment on his behalf to the office of the Executive Controller of amounts sufficient to cover the cost to the Board for continued participation in such employee welfare plans, provided the Board's insurers will permit it.

#### **Section N—Negotiations on School Time**

Time for negotiations will be mutually agreed upon by CASA and the Board. Members of the CASA negotiating committee shall be granted administrative leave with pay if negotiations take place on school time. No more than ten (10) 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 the time agreed to in the ground rules, or after 9:00 p.m. should no time be stipulated in the ground rules. Nothing contained in this section shall be construed to require the Board to negotiate during school hours or after 9:00 p.m.

#### **Section O—**

CASA unit members who are twelve (12) month employees and who are members of the CASA Executive Board shall be granted early release (2:45 p.m.) no more than twice per month to attend CASA business meetings. As of the date of the execution of this agreement, there are two (2) twelve (12) month employees who are members of the CASA Executive Board. Under no circumstances, notwithstanding any change that CASA may make in its organizational structure, shall the provisions of this paragraph apply to more than three (3) individuals, CASA shall provide the Board with names of the two (2) or three (3) individuals, as the case may be, who are designated for early release hereunder.

## **ARTICLE VI**

### **Agency Shop Clause**

In accordance with Article VI, the Newark Board of Education agrees to deduct from the salary of personnel covered by Section A of Article I and any subsequent additions by virtue of clarification of the unit, by representation petition, by accretion, or by agreement of the parties an amount equal to eighty-five percent (85%) of the dues CASA would otherwise be entitled to on a voluntary basis. Deduction and remission shall be consistent with Article I, Section C.

## **ARTICLE VII**

### **Termination Payments**

#### **Section A**

The Board recognizes that members of this unit because of dedication to their responsibilities in many instances do not utilize the full amount of sick leave provided to them, so that upon retirement, resignation, or death they have an accumulation of such time for which there is no recognition. The Board agrees to meet with representatives of CASA to review and study the possibility of developing a system wherein staff members who have shown their dedication to their service to the Newark school system by the regularity of their attendance be rewarded appropriately. The Board agrees to meet with CASA to review possibilities of sick leave redemption by the estate of a deceased unit member, who shall die while under active employment.

The laws of the State of New Jersey permitting, final determination as to the implementation of any program which may emerge from such study is to be evidenced by a special formal Board resolution.

#### **Section B**

Effective February 1, 1986: In the event a CASA unit member resigns after twenty-five (25) years of service or more, exclusive of Board approved leaves, he shall receive payment for unused accumulated sick days; such days compensable at the rate of one (1) full day for each four (4) days of accumulated sick days at the rate of 1/220 of the member's current salary.

### **Section C**

In the event a CASA unit member resigns or retires before the end of his work year, he shall receive payment for each of his unused vacation days at his current daily rate of pay.

### **Section D**

In the event a CASA unit member dies before the end of his work year, his estate shall receive payment for his unused vacation days at his current daily rate of pay.

### **Section E**

Upon retirement, a CASA unit member shall be compensated at his current rate of pay for all accumulated sick days in the following manner:

1. Effective February 1, 1986, one (1) full day for each five (5) of accumulated sick leave, at the rate of 1/220-no cap. Except for retirees there shall be no redemption of fifteen (15) sick days and three personal days granted July 1, 1985.
2. Effective July 1, 1986 and for each year thereafter, one (1) full day for each four (4) days of accumulated sick leave, at the rate of 1/200, with a cap of 300 sick days.

Additionally, commencing July 1, 1986, and prior to the end of each school year, a unit member shall have the option to convert fifteen (15) accumulated sick days and three (3) personal days at a rate of one full day's pay for every four days of accumulated sick and personal days (to a maximum of eighteen (18) days). Such days shall be calculated at a rate of 1/220 of the member's current salary. Notification to use this conversion option shall be submitted to the Personnel Director of Human Resource Services in writing with the final time report in June of each year indicating the number of annual unused sick days to be converted.

Payment for the unused annual accumulated sick and personal days shall be paid to the CASA unit member by a separate check issued during the month of July in each year of the agreement.

## **ARTICLE VIII**

### **Transfers**

#### **Section A—Voluntary Transfers**

##### **1. Definition of Vacancy**

A duly constituted vacancy exists when a position has been vacated because of termination, resignation, retirement, promotion, transfer or death of the individual appointed to it or for any other reason where the position has been vacated. When any of the above mentioned events occurs, no vacancy exists if the vacated position is eliminated. In such cases the President of CASA will be notified within twenty (20) working days after the effective date of the vacancy. (If the President of CASA is not notified within twenty (20) days, the position shall remain a current budgeted position.) No vacancy exists because of sabbatical leave, furlough, other leaves, illness, or for any other reason where the position has not been vacated by the individual appointed to it.

2. Procedures effective from September 1 through June 10th: Announcements of administrative and supervisory vacancies in the instructional area will be sent by the Personnel Director of Human Resource Services to the principal of each school, directors of instructional areas, and the President of CASA no later than thirty (30) days after the Personnel Director of Human Resource Services has been notified that a vacancy exists. These announcements shall be posted for a period of ten (10) school days. No appointment shall be made until after an additional five (5) school days shall have elapsed.

3. Procedures effective from June 11 through August 31st: Announcements of administrative and supervisory vacancies in the instructional area shall be sent by registered letter, return receipt requested, to the members of the Personnel who are eligible for lateral transfers to fill such vacancies and to the President of CASA no later than ten (10) days after the Personnel Director of Human Resource Services has been notified that a vacancy exists. The letters will be sent to the permanent address of the summer address as listed. No appointments shall be made until after twenty (20) days shall have elapsed from the date of the vacancy.

4. Members of the Personnel who wish to apply to transfer to any other location shall submit their request in writing to the Personnel Director of Human Resource Services; and such application shall include, in order of preference, the school or schools desired.

5. Selection shall be based on consideration of qualifications, seniority, personal preference of the applicant, integration of staff, and the welfare of children and the community. Action on applications for transfers shall be made for good cause and shall in no case be based on any personal bias or vindictiveness against the applicant. Consideration of such applications for voluntary transfers shall be made prior to the consideration of any individuals in existing promotional pools.

6. Upon request, any member of the Personnel who has applied for but has not been granted a transfer will be given an explanation in writing by the Personnel Director of Human Resource Services.

**Section B—Involuntary Transfers**

No Personnel will be involuntarily transferred except for just and equitable cause. When an involuntary transfer of the Personnel occurs, the individual and/or CASA has the right to request and be granted a meeting with the Executive Superintendent. If need be, the same procedure will be followed for a meeting with the members of the Board or a designated committee of the Board. In all cases there will be a minimum of seven (7) school days between notification of the contemplated transfer and the actual transfer, unless otherwise agreed. The CASA Personnel shall be given an explanation in writing indicating the reason for the transfer.

**ARTICLE IX**

**Period of Service**

**Section A—Administrators Who Work on Scheduling**

If school time is required between July 1 and prior to the beginning of the work period in August for scheduling by ten-month CASA personnel for a particular school, the school administrator will be employed for a minimum period of five (5) days, salary to be paid on a pro rated basis.

If additional time is required beyond the five (5) days, additional five-day employment periods will be agreed upon. A person working one or more days in a given five-day work period will be considered to have worked the full five-day period.

If all the scheduling is completed within any given five-day employment period, the Board of Education reserves the right to utilize the above-mentioned Personnel in work at their particular school commensurate with their position.

The necessity for any additional scheduling time will be determined cooperatively by the Coordinator of Computer Services and the administrator designated in charge of scheduling of the particular school, with approval by the Assistant Executive Superintendent of Secondary Programs.

The time period(s) worked will be jointly determined by the Coordinator of Computer Services and the administrator designated to be in charge of scheduling, taking into consideration the administrator's availability of time, school needs, computer time required, and turn-around time.

### **Section B**

The administrator in charge of scheduling shall have clerical services in the summer as follows:

One-half (1/2) day clerical service for the first twenty (20) days of service rendered by the administrator and one (1) full day of clerical service for each day beyond twenty (20) days for which service is rendered by the administrator.

### **Section C**

It is further understood that the summer schedule of the scheduling administrator must, of necessity, be flexible and therefore is to be determined by the provisions of Section A of this Article. Further, the schedule of the clerical assistant is to be determined by the scheduling administrator.

## **ARTICLE X**

### **School Year, School Days and Holidays**

#### **Section A**

The school year of the Personnel directly assigned to schools shall commence two (2) days prior to the day all teachers report to school, except that no Personnel in this category shall be required to report in August (except as indicated in Section D of this Article).

#### **Section B**

The school year shall terminate on the same day as it terminates for the teaching staff of the schools, provided that all requirements for closing school have been met by the Personnel directly assigned to the schools.

### **Section C**

Whenever any individual member of the bargaining unit, upon the request and approval of the Executive Superintendent or the Board, shall have rendered any days of service which days are over and above such days of service as are required of all other Personnel in that category, such additional days of service shall be compensated at the appropriate daily rate.

### **Section D**

For schedule purposes, the Personnel, with the exception of directors, assistant directors, curriculum specialists, and central office coordinators, shall work ten (10) months and ten (10) days, which period shall be the regular (10) month teachers' schedule. They shall report on August 23, 1988 for the opening of the 1988-89 school year; and on August 22, 1989, for the opening of the 1989-90 school year; and on August 21, 1990, for the opening of the 1990-91 school year.

### **Section E**

1. Pay dates for the Personnel shall be included in the contract.
2. CASA Personnel shall continue to be paid on a bi-weekly basis (every other Friday).
3. Pay dates for CASA Personnel shall be as follows:

	1988-89	1989-90	1990-91
July	15*,29*	14*,28*	13*,27*
August	12*,26*	11*,25*	10*,24*
Sept.	9,23	8,22	7,21
Oct.	7,21	6,20	5,19
Nov.	4,18	3,17	2,16,30
Dec.	2,16,30	1,15,29	14,28
Jan.	13,27	12,26	11,25
Feb.	10,24	9,23	8,22
Mar.	10,24	9,23	8,22
April	7,21	6,20	5,19
May	5,19	4,18	3,17,31
June	2,16,30*	1,15,29*	14,28*

\* Twelve month personnel.

4. The above schedules of pay dates are subject to change to accommodate scheduled holidays and other school closings. Also, adjustments may be made to accommodate 10 month/10 day Personnel.

5. CASA Personnel shall have the option of receiving their salary on an eleven (11) or twelve (12) month basis provided the personnel make a written request for the eleven (11) or twelve (12) month option no later than July 31st for the ensuing year.

6. Escrow checks for the twelve (12) month option will be distributed on the last work day. These last four (4) checks will be printed, dated and given to the individual on the last day of school.

7. Escrow checks for the eleventh (11) month option will be distributed on the last work day. These last two checks will be printed, dated and given to the individual on the last day of school.

## **ARTICLE XI**

### **Supervision of Student Activities**

#### **Section A**

Any member of CASA whose duties do not conflict with services involving the supervision of student activities for which supplementary compensation is paid shall be eligible for assignment to the performance of such services upon the recommendation of the Executive Superintendent and approval of the Board.

#### **Section B**

When Personnel covered by this agreement shall be assigned to administer and supervise such activities, they shall be compensated for same at a rate which shall be fixed by agreement between the Board and CASA, except that such a rate shall be no higher or lower than that paid any other staff members in such assignments.



## **ARTICLE XII**

### **Rules, Practices and Renegotiations**

1. The Board shall make no changes in existing Board rules, regulations, policies, or practices relating to the wages, hours, and terms of employment of the Personnel, not specifically covered by this agreement, without prior review with and agreement with CASA, provided that any existing rule, regulation, policy, or practice in conflict with the provisions of this agreement shall be deemed amended or superceded by such provision, as the case may be.

2. In order to avoid the salary placement of subordinate employees on a schedule of salary greater than the salary of the persons who shall supervise them, the Board and CASA agree, that when the salary of the subordinate shall exceed the salary of the superior by virtue of the state's mandated minimum teacher's salary, the parties to this agreement shall reopen negotiations as to salary only. It is understood by and between the parties that this agreement shall only operate as a salary reopener if, and when, the implementation of the state's minimum salary shall be the cause of the subordinate's salary placement which shall exceed that of the salary placement of the superior.

## **ARTICLE XIII**

### **Terms of Employment—General**

#### **Section A**

The Personnel shall be entitled to a daily lunch period of reasonable length, but in no case shall a lunch period exceed in time that which is granted any other staff member at that location.

#### **Section B—Copies of Board Agenda**

The Superintendent agrees to make available to the President of CASA four (4) copies of the Board Agenda of all public Board meetings at least twenty-four (24) hours in advance of each meeting.

### **Section C—Use of Facilities**

Upon the approval of the principal, CASA shall have the right to use school facilities for meetings after the hours of the normal school day providing it does not interfere with any other activity. Such meetings shall end no later than 7:00 p.m.

### **Section D**

The Personnel shall be provided with adequate space and reasonable equipment to conduct the required work of their position. Wherever possible, in existing buildings, such equipment shall include direct private communication with the office of the building; and provisions for such communication shall be included in planning for the rehabilitation of communications systems in existing buildings and in all new construction.

### **Section E**

1. CASA shall select the representatives to serve on any committees established through negotiations.
2. The President of CASA may submit to the Executive Superintendent recommendations of representatives for any other committees established by the Executive Superintendent which include administrative participants. The Executive Superintendent shall inform the President of CASA of the establishment of such committees.

### **Section F**

Any member of the CASA bargaining unit summoned to meet with the Executive Superintendent or the Deputy Executive Superintendent or the appropriate assistant Executive Superintendent or the Associate Assistant Executive Superintendent shall be informed of the reason for such meeting prior to the meeting which his presence is requested.

### **Section G**

All CASA Personnel shall, where possible, be given a sufficient and reasonable period of time to prepare reports and data requested by the Central Office.

## **Section H**

The Board will provide funds to be made available to the Personnel for expenses incurred in the attendance of professional conventions, conferences, workshops, or other similar events which may promote professional improvements; such attendance shall be permitted without any loss of wages or personal days and with substitutes provided for such Personnel as may require coverage of classes taught by them. The selection of Personnel for such attendance, the amount of funds for such attendance, and the length of such attendance will be determined cooperatively by the Executive Superintendent and the Consultative Council described in Article XIX. The benefits are to be available under this Section to the members of this unit with no discrimination because of membership or non-membership in CASA.

The Board will provide funds for 1988-89—\$35,000.00; 1989-90—\$42,500.00; and for 1990-91—\$42,500. The funds are to be utilized during the year and to the amount indicated for each year.

## **Section I**

1. All CASA Personnel shall be compensated at the prevailing IRS rate when they use their personal automobiles in the performance of official business. Personnel who use public transportation shall be reimbursed for costs incurred.

2. Procedures—Mileage Allowance

2.1 The mileage allowance shall apply to all CASA personnel in the following situations:

a. Meetings where attendance is required. These meetings must be authorized by the Executive Superintendent, Deputy Executive Superintendent, Area Assistant Executive Superintendent or any other Board employee vested with the authority to conduct such meetings.

b. Performance of official business (e.g. upon direction from the Executive Superintendent, Deputy Executive Superintendent or the Area Assistant Executive Superintendent) by CASA Personnel who in the course of their duties are required to travel.

c. Personnel who use public transportation shall be reimbursed for costs incurred in above situations.

d. For the purpose of computation, the departure point shall be the individual's work location.

- e. In cases where CASA Personnel are required to report from their homes to a specific location to carry out mandated responsibilities beyond the close of the regular school day, the points of departure and return, for the purpose of computation of mileage allowance, shall be the person's home.
- 2.2 The mileage allowance shall be IRS allowance and shall be payable within thirty (30) working days from the submission of voucher to the Area Assistant Executive Superintendent. The reimbursement allowance shall be paid by separate check.
- 2.3 Vouchers for reimbursement shall be prepared on a monthly basis. These vouchers shall be submitted to the Area Assistant Executive Superintendent for review and approval by the fifth (5th) day of the month. If such vouchers have not been acted upon within five (5) working days after submission to the Area Assistant Executive Superintendent they shall be forwarded to the Accounting Department for payment.
- 2.4 The mileage allowance is reimbursement for the use of a vehicle within the specifications of the IRS code.

## **Section J—Personnel Performance Evaluation and Files**

- 1. The performance of CASA Personnel shall be evaluated by the Executive Superintendent or his designee properly authorized to make such evaluations. When such evaluations involve visitations, they shall be done openly and with the knowledge of the Personnel being observed. Every written evaluation of the performance of any Personnel shall be signed by the individual who makes the evaluation.
- 2. All ratings for CASA Personnel shall be limited to S (Satisfactory), U (Unsatisfactory), or NA (Not Applicable)
- 3. If a U rating is given, it is the obligation of the evaluator to make specific recommendations for improvement. The evaluator shall reevaluate the Personnel. In the event of a strong difference of opinion, the Personnel rated U may request an evaluation by another properly authorized individual.
- 4. The Board will continue its policy of not using any type of mechanical or electronic device for the purpose of monitoring or recording the performance of any Personnel.

5. Evaluations shall not be placed in the file of any of the Personnel unless the Personnel has had the opportunity to read the material. The Personnel shall acknowledge that he has read such material by affixing his signature on the copy to be filed. Such signature shall merely signify that the Personnel has read the material and is not to be construed that he necessarily agrees with its contents. If the Personnel refuses to sign, that fact shall be noted, dated, and witnessed.
6. Each Personnel shall be given a copy of each written evaluation.
7. Any of the Personnel represented by CASA shall have the right to inspect all items in his personnel file, and he shall also have the right to include in that file any information of material which he considers germane, within reason.

### **Section K**

The schedule of assignments for the Personnel in school buildings shall be arranged by the Principal in consultation with the Division of Human Resource Services and approved by the Area Assistant Executive Superintendent.

### **Section L**

In cases involving the evaluation of a member of the bargaining unit or in matters of dispute, said individual may be accompanied by either a designated CASA representative or a member of the parent national organization or both.

### **Section M—Civil Action, Criminal Action and Personnel Compensation**

1. Negligence—Whenever any civil action has been or shall be brought against and Personnel for any act or omission arising out of and in the course of the performance of the duties of such Personnel, the Board shall indemnify the 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 in accordance with present law or subsequent amendments of such law; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses or expenses.
2. Assault—In the event any criminal action is instituted against a member of the Personnel for any act or omission and should such proceeding be dismissed or result in a final disposition in favor of such member of the Personnel, the Board shall reimburse that person for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals, in accordance with present law or subsequent amendments of such law.

### 3. Compensation

a. Whenever any member of the Personnel, 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 his employment, the Board shall pay to such member of the Personnel the full salary or wages for the period of such absences for up to one calendar year without having such absences charged to annual sick leave or accumulated sick leave.

b. Any amount of salary or wages paid or payable to the member of the Personnel as a result of this provision shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

4. The Personnel shall immediately report to the appropriate Assistant Executive Superintendent any and all incidents involving personal injuries or property damages as concerned with their employment.

### **Section N**

The Board shall consult with CASA representatives prior to the adoption of the school calendar for the year. Nothing however shall limit the right and responsibility of the Board to adopt a calendar.

### **Section O**

All administrators in the CASA bargaining unit will be provided with a list of the names of their tentative teaching and office staff no later than five (5) days prior to the opening of school.

### **Section P**

Two (2) copies of all circulars, bulletins, and directives shall be forwarded to each school and each Central Office and department location.

### **Section Q**

Principals and Directors shall keep their personnel informed of all changes in Board policy or rules.

### **Section R**

1. At least one (1) copy of the Board action agenda shall be forwarded to each school and Central Office and department location within the week following the Board action meeting.

2. Board action minutes shall be forwarded to each school and Central Office and department location as they become available.

## **Section S—Emergency Contingency Plan**

1. The Board of Education and CASA agree that, in the event of a strike by other employees or any other emergency which causes an unusual shortage of available non-supervisory staff, the Board:
  - a. Will not assign CASA Personnel to any classroom instructional activities which are not part of their regular duties.
  - b. (1) Will pay CASA Personnel a per diem stipend based upon their daily pay rate for every “make-up” or extra instruction day that is added to the school year as a result of the emergency.  
  
(2) Will pay CASA Personnel on a pro-rata basis, in the event that they are required to render services before or after the normal school day as a result of the emergency.
  - c. Will not order, direct, require, or take any other action which will place any CASA Personnel in a situation in which his personal or professional health and safety are endangered.
  - d. Shall not degrade the professionalism of CASA Personnel during any labor strike by directing them to take photographs, movies, or other audio and/or video recordings of those engaged in a labor action; nor shall the Board cause CASA Personnel to serve subpoenas or other legal documents upon those engaged in a labor action.
  - e. Shall require that CASA Personnel prepare and/or provide reports to the appropriate Assistant Executive Superintendent regarding the activities and status of their school or Central Office location. These reports shall include, but not be limited to, numbers of staff and students on site, all activities on school property, special problems and/or conditions that may exist at their particular location.
2. The Board of Education and CASA agree that, in the event or imminence of a strike by other employees or any other emergency which causes an unusual shortage of available non-supervisory staff, the Board will name a representative who shall maintain close and constant communication and consultation with the President of CASA or his designee. The Board's representative shall have the authority and responsibility to take any action necessary to improve and/or remedy any unnecessary or inequitable impact of the strike or other emergency on safety, work load, and other terms and conditions of employment of members of the CASA collective bargaining unit.

## **Section T**

During the work year of CASA unit members, principals and directors shall attend all grievances related to their schools, departments or divisions, providing that:

- A. written notice of the hearing with a return receipt requested shall be provided to the principal no less than forty-eight (48) hours prior to the date of the scheduled hearing;
- B. hearings scheduled at the Superintendent's level are convened by the assigned hearing officer no later than thirty (30) minutes after their scheduled work day; and
- C. hearings scheduled at the Board level are convened by the assigned hearing officer no later than 4 p.m. on the date of the hearing.

## **ARTICLE XIV**

### **Principals**

#### **Status and Terms of Employment**

### **Section A**

The Principal shall be responsible for the administration, direction, and supervision of all activities and projects assigned to the school, including those financed privately and by federal funds, at such time when the school is under his supervision. The Principal shall, under the direction of the Executive Superintendent, have the authority to carry out those responsibilities as provided under the law and Board rules.

### **Section B**

- 1. All members of the Board of Education, all staff members in the Newark school system including all supervisory and special project personnel, and all other visitors must report directly to the main office upon entering any school building.
- 2. The Principal shall receive a copy of any written evaluations made by Central Office personnel.



## **Section C**

In the case of a serious emergency, where the health and safety of the pupils and staff are endangered, the Principal shall have the authority to close the school. In all such cases, the incident shall be reported by telephone as quickly as possible and followed within forty-eight (48) hours by a written report to the Area Assistant Executive Superintendent.

## **Section D**

Administrative placement of pupils shall be made after consultation between the appropriate Assistant Executive Superintendent and the Principal to determine the desirability of such placement. The final determination shall rest with the Executive Superintendent or his designee.

## **Section E**

1. In case of the absence of a vice-principal, the Principal may select a teacher of his staff to provide the assistance for the day, and the Principal is authorized to replace such teacher for that day with a pool substitute or a per diem substitute.

2. Any teacher so selected shall accept the assignment voluntarily and shall perform no special administrative or supervisory functions or assume any administrative or supervisory authority, but shall perform only such functions as may ordinarily be assigned to a teacher or performed by a teacher voluntarily.

3. Should such absence continue beyond a period of three (3) days, the Principal shall consult with the appropriate Assistant Executive Superintendent concerning a replacement to perform the vice-principal's services.

## **Section F**

1. All new or revised procedures must be approved by and issued from the office of the Executive Superintendent, the Deputy Executive Superintendent, or the appropriate Assistant Executive Superintendent in charge of the school.

2. All surveys, reports and information requested from the Principal shall be channeled through the office of the Executive Superintendent, the Deputy Executive Superintendent or the appropriate Assistant Executive Superintendent in charge of the school. In order to follow the line authority, no other Board personnel shall issue any directives or impose additional requirements.

## **Section G**

Concerning matters regarding each individual school's budget, procedures shall be as follows.

1. The Principal shall determine the budgetary needs for his school building.
2. Each Principal shall be notified of the final operating budget for his school building for the ensuing year no later than one (1) month after the budget has been finally adopted by all authorized agencies.
3. Transfers within the individual school's budget shall be approved by the building Principal and the Area Assistant Executive Superintendent.
4. Principals will be informed by November 1, of the cut-off dates regarding the budget for the ensuing school year.

## **Section H**

Except in cases of emergencies as defined by the Executive Superintendent, Deputy Executive Superintendent or the Assistant Executive Superintendent, Principals shall not be required or requested to either hand carry or designate a staff member to hand carry information or material to or from the Central Office. Such emergencies shall be defined in writing to the President of CASA within forty-eight (48) hours.

## **Section I**

Principals shall not be required to teach or cover any classes except in cases of emergencies as defined by the Executive Superintendent.

## **Section J**

Principals shall be made aware of all formulas for staffing of schools.

## **Section K**

Whenever any other regularly assigned member of the school staff (instructional or noninstructional) is absent from the building, the Principal shall have the right to call a substitute to insure the smooth and effective running of the building within the guidelines of existing Board policies and procedures.

## **Section L**

Principals are to be evaluated solely by the Executive Superintendent, the Deputy Executive Superintendent or the appropriate Assistant Executive Superintendent.

## **Section M**

Once per year, and within 30 days after a Principal has been notified in writing that his school organization has been approved by his administrative superior, the Principal will submit to his administrative superior a list of the duties assigned each administrative member.

# **ARTICLE XV**

## **Vice Principals**

### **Status and Terms of Employment**

#### **Section A**

1. The Vice Principal will share with the Principal the overall administration and supervision of the school and all of its personnel under the direction of the Principal of the school building.
2. All the Vice Principals shall meet at least monthly with the building principal to discuss school policy and procedures. The Vice Principal shall have input in the development of these policies and procedures.

#### **Section B**

In case of the absence of the Principal, the Vice Principal may select a teacher of his/her staff to provide assistance for that day. The Vice Principal is authorized to replace such teacher for that day with a pool substitute or a per diem substitute.

2. In the case of the temporary absence of the Principal for ten (10) school days (or less if deemed advisable by the Executive Superintendent), the Vice Principal shall be designated as acting principal. In schools where there are two (2) or more vice principals, the senior Vice Principal, in terms of length of service as a vice principal, shall be offered the first opportunity to serve as acting principal.

Implementation of compensation for this service shall be in accordance with Article XXVI entitled Promotional Salary Determination and Adjustment as written in this Board/CASA agreement and retroactive to the commencement of the Principal's absence.

3. In such a case as described above, in schools with only one vice principal, a member of the instructional staff in the school may be selected to provide the Vice Principal with assistance; and such staff member shall be replaced by a pool or per diem substitute.

4. In selecting such a staff member, the Vice Principal shall consult with the Principal, if possible, or with the appropriate Assistant Executive Superintendent. In case of any disagreement with respect to such choice, the decision of the Assistant Executive Superintendent shall prevail.

5. Any teacher so selected shall accept the assignment voluntarily and shall perform no special administrative or supervisory functions or assume any administrative or supervisory authority but shall perform only such functions as may ordinarily be assigned to a teacher or be performed by a teacher voluntarily.

## **ARTICLE XVI**

### **Directors, Assistant Directors, Supervisors, Curriculum Specialists Status and Terms of Employment**

CASA Personnel appointed to Central Office positions of director, assistant director, supervisor, and curriculum specialist shall function as staff officers operating under the direction of the Executive Superintendent, through the appropriate Assistant Executive Superintendent, to further the instructional programs of the schools.

#### **DIRECTORS**

##### **Section A**

All directors shall meet at least once a month with the Assistant Executive Superintendent to whom they report. Such meetings will be held for the purpose of discussion of their respective programs.

##### **Section B**

Directors shall be responsible for conducting the work of their respective departments, including assignment of assistant directors and supervisors, with the approval of the appropriate Assistant Executive Superintendent.

##### **Section C**

The primary function of directors shall be the improvement of instruction and service in their respective areas of specialization.

## **Section D**

Directors shall confer with principals, vice principals, and appropriate department chairpersons with regard to facilities, program content, teaching performance and staffing and shall make such recommendations as they may deem pertinent.

## **Section E**

Directors may, whenever they may deem it necessary and with the knowledge of the Principal, hold conferences with individual teachers or groups of teachers to review matters relating to the improvement of instruction within their areas of specialization, providing that such meetings do not conflict with the daily schedules of the teachers involved.

## **Section F**

Directors, when visiting a school and present in that school at the end of the day, shall be available for consultation with administrators and appropriate department chairpersons and teachers of that school.

## **Section G**

Directors shall not be required to cover any school classes in the absences of a teacher except in cases of emergency as defined by the Executive Superintendent.

## **Section H**

1. Directors shall be entitled to twenty (20) days of annual paid vacation to be elected as consecutive working days or other by the Personnel involved. Vacations may be taken at any time between July 1 and June 30 of the following year, with the approval of the Executive Superintendent.
2. If, for reasons beneficial to the operation of the Newark school system as determined by the Executive Superintendent, any director is required to work during his/her approved vacation period, he/she must then apply for vacation at another time of the year. If it is not possible to schedule a vacation period before June 30, he/she may then apply the vacation time to the following fiscal year. In no case shall the employee carry over more than twenty (20) days. Any excess vacation time must be utilized within the current fiscal year.

## **Section I**

Directors are to be evaluated solely by the Executive Superintendent, the Deputy Executive Superintendent, or the Assistant Executive Superintendent to whom they are directly responsible.

## **Section J**

In case of the temporary absence of a supervisor for more than one (1) calendar month (or less if deemed advisable by the appropriate Assistant Executive Superintendent), a teacher in the district possessing supervisory certification, with appropriate teaching certification in the area of specialization, may be recommended by the Department Director to serve on an acting basis upon the approval of the appropriate Assistant Executive Superintendent.

## **ASSISTANT DIRECTOR**

### **Section A**

The Assistant Director shall meet at least once a month with the Director to whom he reports. Such meetings will be held for the purpose of discussion of their respective programs.

### **Section B**

The Assistant Director shall be responsible for assisting the department director in conducting the work of the respective department.

### **Section C**

The primary function of the Assistant Director shall be to assist department directors in the improvement of instruction and service in their respective areas of specialization.

### **Section D**

The Assistant Director shall confer with principals, vice principals, and appropriate department chairpersons with regard to facilities, program content, teaching performance and staffing, and shall make such recommendations as they may deem pertinent.

### **Section E**

Assistant Directors may, whenever they deem it necessary, and with the knowledge of the Principal, hold conferences with individual teachers or groups of teachers to review matters relating to the improvement of instruction within their areas of specialization, providing that such meetings do not conflict with the daily schedules of the teachers involved.

## **Section F**

Assistant Directors, when visiting a school and present in that school at the end of the day, shall be available for consultation with administrators and appropriate department chairpersons and teachers of that school.

## **Section G**

Assistant Directors shall not be required to cover any school classes in the absence of a teacher except in cases of an emergency as defined by the Executive Superintendent.

## **Section H**

Assistant Directors shall be evaluated by the Director and/or the appropriate Assistant Executive Superintendent to whom they report.

## **Section I**

In case of the temporary absence of the Director of a department for more than one calendar month, or less if deemed advisable by the Executive Superintendent or Assistant Executive Superintendent, the Assistant Director shall be designated Acting Director, and a supervisor may be designated as the Acting Assistant Director. In the event the Director is absent and the Assistant Director is absent, the supervisor shall be designated Acting Director. Implementation of compensation for this service shall be in accordance with Article XXVI, entitled Promotional Salary Determination and Adjustment as written in the Board/CASA agreement and retroactive to the commencement of the Director's or Assistant Director's absence.

## **SUPERVISOR**

### **Section A—Temporary Absence of Supervisor**

In case of the temporary absence of a supervisor for more than one (1) calendar month (or less if deemed advisable by the appropriate Assistant Executive Superintendent), a teacher in the district possessing supervisory certification, with appropriate teaching certification in the area of specialization, may be recommended by the Department Director to serve on an acting basis upon the approval of the appropriate Assistant Executive Superintendent.

## **Section B**

1. Supervisors shall visit schools for the purpose of improving the instruction of teachers in their areas of specialization. Supervisors shall confer with principals in the area of their specialization concerning facilities, programs, and the work of teachers, making such recommendations as they may deem advisable. The Supervisors may, whenever they deem it necessary and with the concurrence of the Principal, hold conferences with individual teachers or groups of teachers to review matters relating to the improvement of instruction within said schools.

2. Supervisors shall continue to visit the schools where required, for the purpose of evaluating within their specific areas of expertise, itinerant and/or ancillary instructional staff who come under their direct responsibility through a Central Office department.

## **Section C**

Supervisors shall not be required to cover any school class assignments or administrative assignments except in emergencies as defined by the Executive Superintendent.

## **Section D**

All Supervisors shall meet at least once a month with their respective Directors. Such meetings should be held for the purpose of review of respective duties and responsibilities.

## **Section E**

Supervisors shall be evaluated by the Director of their respective areas of responsibility.

## **Section F**

In the case of the temporary absence of the Director of the Department or a Principal of a special school without a vice principal for more than one (1) calendar month (or less if deemed advisable by the Executive Superintendent), the Supervisor shall be designated as acting director or acting principal as the case warrants.

Implementation of compensation for this service shall be in accordance with Article XXVI entitled Promotional Salary Determination and Adjustment as written in this Board/CASA agreement and retroactive to the commencement of the Director's or Principal's absence.



## **Section G**

In the event a Supervisor assumes the position of acting director, a teacher in the district, possessing appropriate certification in the Supervisor's area of specialization, will be recommended by the Acting Director to serve on an acting basis upon approval by the appropriate Assistant Executive Superintendent.

## **CURRICULUM SPECIALISTS**

### **Section A.**

1. Curriculum specialists shall be entitled to twenty (20) days of annual paid vacation to be elected as consecutive working days or other by the Personnel involved. Vacations may be taken at any time between July 1 and June 30 of the following year, with the approval of the Executive Superintendent.
2. If, for reasons beneficial to the operation of the Newark school system as determined by the Executive Superintendent, any Curriculum Specialist is required to work during his approved vacation period, he must then apply for vacation at another time of the year. If it is not possible to schedule a vacation period before June 30, he may then apply the vacation time to the following fiscal year. In no case shall the employee carry over more than twenty (20) days. Any excess vacation time must utilized within the current fiscal year.

### **Section B**

Curriculum Specialists shall not be required to cover any school class assignments, administrative assignments, except in cases of emergency as defined by the Executive Superintendent.

### **Section C**

Curriculum Specialists are to be evaluated by the Director of the Office of Curriculum and Instructional Services.

### **Section D—Curriculum Specialists/Committees**

Curriculum Specialists shall be represented on those committees established by the Board and/or Central Office administration engaged in the development and/or revision of curricula for the district. Such representative(s) shall be recommended by CASA. The Executive Superintendent or designee retains the right to assign curriculum members of the committee.

**ARTICLE XVII**  
**DEPARTMENT CHAIRPERSONS,**  
**DEPARTMENT CHAIRPERSONS-ATHLETICS**  
**HEAD GUIDANCE COUNSELORS**

**Status and Terms of Employment**

**DEPARTMENT CHAIRPERSONS AND HEAD GUIDANCE COUNSELORS**

**Section A**

1. Each section of the article pertains equally to Department Chairpersons and Head Guidance Counselors, except as otherwise provided.
2. Supervisory Assistants shall henceforth be given the title of Department Chairperson.

**Section B**

1. Department Chairpersons and Head Guidance Counselors are responsible to the principals and vice principals of their respective schools.
2. The primary responsibility of Department Chairpersons and Head Guidance Counselors shall be the organization, administration, and supervision of the departments to which they have been assigned.
3. They will assist in the assignment and evaluation of the total performance of their teachers and counselors.
4. They will be responsible for curriculum development and the improvement of instruction. They will be responsible for the ordering, care and control of supplies and equipment of the departments to which they have been assigned.
5. Department Chairpersons shall be responsible for assisting the Principal and Vice Principals and shall share with them in school-wide duties, including corridor supervision, cafeteria supervision, disciplinary responsibilities, school committee assignments, and assisting in the implementation of school-wide policies under the direction of the Principal and Vice Principal.

**Section C**

In accordance with current practice, the Board of Education shall continue to assign a Head Guidance Counselor to each secondary school.

## **Section D**

1. In order to guarantee maximum effective supervisory services in all secondary schools, department chairpersons in the secondary schools shall be assigned as follows:
  - a. Those supervising up to nine (9) teachers shall be assigned to not more than two (2) periods per day to the regular teaching of classes.
  - b. Those supervising ten (10) or more teachers, but not more than fifteen (15) teachers, shall be assigned to no more than one (1) period per day to the teaching of classes.
  - c. Those supervising sixteen (16) or more teachers shall be assigned to full-time supervisory activities.
2. The Head Guidance Counselor of each secondary school shall not be assigned to any teaching duties.

## **Section E**

1. Department Chairpersons shall not ordinarily be scheduled to teaching duties during the first or last period of their school day.
2. The Department Chairpersons shall receive a copy of any written evaluations made of teachers in his/her department.

## **Section F**

The work day of Department Chairpersons and Head Guidance Counselors shall be commensurate with that of the normal administrative work day in the Newark secondary schools.

## **Section G**

In the case of the absence of a Department Chairperson for more than one (1) calendar month (or less if deemed advisable by the Executive Superintendent or the Assistant Executive Superintendent in charge of Secondary Programs), a teacher from that chairperson's department who has supervisory certification shall be designated by the Principal to serve on an acting basis with the approval of the Executive Superintendent or the Assistant Executive Superintendent in charge of Secondary Programs. Should there be no teacher in that department with supervisory certification, then the Principal shall select a teacher from his school who possesses supervisory certification. The Principal shall also secure the services of a substitute to replace the teacher designated as acting department chairperson.

## **Section H**

In the case of the temporary absence of the Vice Principal for ten (10) school days (or less if deemed advisable by the Executive Superintendent), the Department Chairperson in the school shall be designated as acting vice principal. In schools where there are two (2) or more department chairpersons, the senior Department Chairperson, in terms of length of service as a department chairperson, shall be offered the first opportunity to serve as acting vice principal.

During this service the Department Chairperson shall be compensated in accordance with Article XXVI entitled Promotional Salary Determination and Adjustment as written in this Board/CASA agreement and retroactive to the commencement of the Vice Principal's absence.

## **DEPARTMENT CHAIRPERSON-ATHLETICS**

In order that the students of the Public Schools of Newark may fully participate in a program of athletics not only within each high school in the district, but between high schools in the district and with high schools in surrounding school districts, the position of Department Chairperson-Athletics has been established.

### **Section A**

Each high school shall have assigned to its staff a Department Chairperson-Athletics. This position shall be separate and apart from the position of Department Chairperson-Physical Education.

### **Section B**

The Department Chairperson-Athletics shall be required to work the same number of hours bi-weekly as do all other chairpersons. However, the hours shall be flexible in order to enable the program of extra-curricular athletics, both intramural and interscholastic developed at each school to be successfully implemented (after school, weekends, and evenings).

### **Section C**

Should a person currently employed by the Board be selected to serve as Department Chairperson-Athletics, the Board will appoint a replacement in that person's position.

## **Section D**

Each Department Chairperson–Athletics shall be provided adequate space in the school to which he is assigned and shall be provided direct private communication with the office of that building as well as facilities and other equipment to conduct the required work of the position.

## **Section E**

Each Department Chairperson-Athletics shall sign in and out at the school to which he is assigned.

## **Section F**

Each Department Chairperson-Athletics shall not be required to teach classes.

## **Section G**

Department Chairperson-Athletics shall work 10 months, 10 days. Any days beyond 10 months, 10 days shall be paid pro-rata in accordance with Board/CASA contract.

## **Section H**

Department Chairperson-Athletics assigned to a high school shall report to the Principal/Vice Principal of that school.

## **Section I**

Basic functions and responsibilities on job announcement:

1. Organizes and administers the overall program in the school of extra curricular athletics, both intramural and interscholastic.
2. Assumes responsibility for the organization and scheduling of all interscholastic athletic events for the school.
3. Prepares and administers the program budget at the school.

## **Section J**

Department Chairperson-Athletics supervises coaching staff members with emphasis on the improvement of instruction and skill development. He handles routine administrative duties and actively engages in schoolwide activities where applicable.

## **ARTICLE XVIII**

### **Promotion**

#### **Section A**

1. Promotional positions are defined as follows: positions which pay a special salary differential, which involve in part or in full the performance of supervisory or administrative duties, and which include the positions of executive superintendent, deputy executive superintendent, assistant executive superintendent, director, assistant director, supervisor, coordinator attached to the Central Office staff, principal, vice principal, department chairperson, department chairperson-athletics, head guidance counselor, and curriculum specialist.

2. The notice of any vacancy shall clearly state all qualifications, descriptions, requirements, duties and 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 on school bulletin boards and in Central Office departments.

3. All notices of vacancies shall be posted and otherwise publicized no less than one (1) month prior to the time at which the receiving of applications for said vacancies is closed.

#### **Section B**

The Board and CASA also agree on the promotional procedures as set forth below:

1. All candidates for promotional positions shall submit formal application.

2. Candidates in order to be eligible to apply for promotional positions shall meet training, experience and State certification requirements as established for each promotional position.

a. For principals, directors, assistant directors and coordinators attached to the Central Office: Three (3) years of successful contractual teaching experience in the Newark public schools, with attainment of tenure.

b. For vice principals, department chairpersons, supervisors, head guidance counselors, and curriculum specialists: Three (3) years of successful contractual teaching experience in the Newark public schools, with attainment of tenure.

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

### **Section C**

1. In the case of the position of deputy executive superintendent or assistant executive superintendent, the general policies contained in Section A of this article shall apply.

2. The Executive Superintendent, on the basis of his examination of the qualifications of the candidates and any other procedures which he may choose to employ, shall be the sole judge as to the individuals he may select for recommendation to the Board for the appointment to any such position.

## **ARTICLE XIX**

### **The Consultative Council**

The Board recognizes that, except for the Executive Superintendent and his immediate staff consisting of the Deputy Executive Superintendent and the assistant executive superintendents, CASA represents the interests and concerns of almost all the other certificated administrative and supervisory educational staff members serving the public school system.

The Board also recognizes that the Personnel of CASA are charged with and accountable for carrying out serious responsibilities, including managing the day-to-day operation of the schools; organizing schools to bring about maximum educational achievement by students as well as promoting their growth in maturity, self-sufficiency, and potential self-realization; supervising the work of Board employees, both instructional and non-instructional, in carrying out their assigned work effectively; implementing planned measures to maintain the safety, security, and healthfulness of students, staff, and school property; ensuring that each school is cognizant of the needs and concerns of the community in a spirit of openness, respect, and partnership; and carrying out the policies developed by the Board and the Executive Superintendent fully and competently.

With this recognition of CASA as the Board's management, supervisory, and leadership structure in the schools, the Board declares that while it may be practicably advisable for CASA's spokespersons to sit on opposite sides of the bargaining table from the Board during negotiations dealing with salaries and other items affecting the personal welfare of CASA's constituents as employed personnel, at all other times the need for and pursuit of the best possible education for every individual Newark student makes it even more advisable that the Board's administrative-supervisory staff, through its representative organization, becomes an active member of its leadership-management team working closely with the Board, the Executive Superintendent, and his immediate executive staff.

To that end of enlisting the combined talent, training, experience, and leadership which CASA represents as a truly integral part of its management structure, the Board with the advice and support of the Executive Superintendent agrees as part of this agreement to establish the Consultative Council, to be led by the Executive Superintendent and to be made up primarily of representatives of CASA, for the general purpose of regular and continuous consultation and deliberation between the Executive Superintendent and CASA in order to review and evaluate existing or potential procedures, practices, policies and programs within the school system and in order to recommend such changes as may result in better education.

## **Section A**

1. The Consultative Council shall consist at each of its meetings of the following:
  - a. The Executive Superintendent of schools,
  - b. The President of CASA,
  - c. Four (4) additional members of CASA selected by it to serve for a period of one (1) year, which service shall be renewable,
  - d. Any member of the Executive Superintendent's immediate staff—the Deputy Executive Superintendent and the Assistant Executive Superintendents—who may be called upon by the Executive Superintendent to attend, and such others as may be called upon by mutual consent to make available such specific expertise as may be required from time to time.
2. The Executive Superintendent shall convene the meetings of the Consultative Council and serve as its chairperson.



3. The Consultative Council shall meet at least once (1) a month during the months from October through May inclusive and at least twice (2) during the months of June, July, August, and September. The Council may by mutual consent meet as many times more as it may deem desirable.

### **Section B**

The agenda of each meeting of the Consultative Council shall be determined in advance. Both the Executive Superintendent and CASA may place on the agenda any item dealing with the conduct, policies or welfare of the public schools of Newark.

### **Section C**

The Consultative Council shall adopt its own operational procedures.

### **Section D**

The Board may at any time refer any matter it deems pertinent to the Council for its views, professional help, and recommendations.

### **Section E**

At least once a year, in the month of July, the Council shall submit to the Board a written review of its activities, progress, and recommendations. This provision shall in no way limit the Council from submitting to the Board, through the Executive Superintendent, any additional reports, evaluations, studies or recommendations.

## **ARTICLE XX**

### **Employment Following Prior Resignation**

#### **Section A**

Any member of the Personnel covered by this agreement who has resigned from employment by the Board and who has completed two full school years of satisfactory service immediately prior to such resignation shall be permitted to apply for reappointment. If the application for reappointment is made no more than three calendar years following the date of resignation, the applicant shall automatically be placed in the promotional pool for the position held prior to his resignation. The promotional pool referred to in this article shall be the promotional pool referred to in Article XVIII.

## **Section B**

Should the Executive Superintendent recommend such an individual for reappointment, and should such reappointment be approved by the Board, the individual shall be reappointed at a salary no less than that received at the time of his resignation.

## **ARTICLE XXI**

### **Matters Not Covered**

#### **Section A**

Any previously adopted policy, rule, or regulation of the Board which is in conflict with any of the provisions of this agreement shall be superceded and replaced by the application provision of this agreement.

#### **Section B**

The Board agrees that it will make no change in existing Board policy or practices related to employee wages, hours, and conditions of employment and not specifically covered by this agreement without prior negotiation with CASA.

## **ARTICLE XXII**

### **Conformity To Law and Savings Clause**

If any provision of this agreement is or shall at any time be determined to be contrary to law by a court of 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 XXIII**

**Fringe Benefits**

**Section A**

It is agreed that all CASA Personnel shall maintain all benefits accrued to this date and in addition shall receive benefits equivalent to, but in no case less than, those benefits received by the teachers.

**Section B—Dental Program**

Coverage shall be afforded to CASA Personnel, their spouses, and dependents through the age of 22, if a full time student, or otherwise through age 18. The cost of such program shall be borne by the Board.

Such coverage to include:

- a. Preventive and Diagnostic ..... 100%
- b. Remaining Basic Services ..... 90%
- c. Prosthodontic Benefits ..... 70%
- d. Orthodontic Benefits ..... 50%

The above percentages shall be based upon the Usual, Customary and Reasonable Fee Concept (U.C.R.) as provided by the Blue Cross-Blue Shield.

CASA eligibles with existing dental claims from the date of the commencement of the Alpha-Net contract up to the date of the Board's formal acceptance of the new carrier shall have those claims settled by the Board and its carrier, using the U.C.R. as provided by the New Jersey Dental Service Plan, Inc. (Delta Dental). Thereafter, the U.C.R. shall be that of the existing carrier.

**Section C**

CASA unit members shall continue to receive the same New Jersey State Health Benefits of Blue Cross-Blue Shield and Major Medical as they are currently being provided.

## ARTICLE XXIV

### Salary

#### Section A

1. Effective July 1, 1988 and in each of the Three (3) years of this agreement, all CASA eligibles will have a specific dollar amount added to their base salary in conformance with the following:

##### Eligible Titles

Curriculum Specialist	Vice Principal-Elementary
Department Chairperson	Vice Principal-Secondary
Head Guidance Counselor	Supervisor
Department Chairperson-Athletics	

Steps 1 through 3 \$2600.00

Steps 4 through 6 \$2850.00

##### Eligible Titles

Director	Assistant Director
Principal-Elementary	Principal-Secondary

Steps 1 through 3 \$3075.00

Steps 4 through 6 \$3500.00

2. All longevities will be adjusted to reflect the following:

1988-89—all longevities will be increased by \$100.00.

1989-90—all longevities will be increased by \$100.00.

1990-91—all longevities will be increased by \$100.00.

3. The salary increases will be paid in accordance with the salary schedules in Section B of this Article.

4. Effective July 1, 1985, the Salary Guide for Curriculum Specialists will have five (5) steps instead of six (6). Step one (1) shall be the former Step (2).

5. In addition to any other salary or longevity set forth herein, Curriculum Specialists shall each receive an additional \$100 in each year of the contract.

6. All retroactive payments called for by this agreement will be made by separate check on or before June 30, 1989.

7. Secondary Principal and Vice Principal

Effective July 1, 1985 the Senior High and Junior High Principal and Vice Principals shall be combined and called Secondary Principal and Secondary Vice Principal respectively. Unit members presently affected, or those who assume these positions shall be compensated at the appropriate step on the Senior High Salary Guide.

## PRINCIPAL—SECONDARY

### MASTER'S LEVEL (02)

STEP	1987-88	1988-89	1989-90	1990-91
1	50854	53929	57004	60079
2	52974	56049	59124	62199
3	55093	58168	61243	64318
4	57211	60711	64211	67711
5	59331	62831	66331	69831
6	61448	64948	68448	71948

### DOCTORATE LEVEL (03)

STEP	1987-88	1988-89	1989-90	1990-91
1	52974	56049	59124	62199
2	55093	58168	61243	64318
3	57211	60286	63361	66436
4	59328	62828	66328	69828
5	61448	64948	68448	71948
6	63566	67066	70566	74066

### LONGEVITY (Years)

20	1833	1933	2033	2133
25	1833	1933	2033	2133

## DIRECTOR, COORDINATOR DATA PROCESSING

### MASTER'S LEVEL (02)

STEP	1987-88	1988-89	1989-90	1990-91
1	48735	51810	54885	57960
2	50854	53929	57004	60079
3	52974	56049	59124	62199
4	55093	58593	62093	65593
5	57211	60711	64211	67711
6	59329	62829	66329	69829

## Director, Coordinator Data Processing (Cont'd.)

### DOCTORATE LEVEL (03)

STEP	1987-88	1988-89	1989-90	1990-91
1	50854	53929	57004	60079
2	52974	56049	59124	62199
3	55093	58168	61243	64318
4	57211	60711	64211	67711
5	59331	62831	66331	69831
6	61448	64948	68448	71948

### LONGEVITY (Years)

20	1833	1933	2033	2133
25	1833	1933	2033	2133

## PRINCIPAL ELEMENTARY

### MASTER'S LEVEL (02)

STEP	1987-88	1988-89	1989-90	1990-91
1	46615	49690	52765	55840
2	48735	51810	54885	57960
3	50854	53929	57004	60079
4	52974	56474	59974	63474
5	55093	58593	62093	65593
6	57211	60711	64211	67711

### DOCTORATE LEVEL (03)

STEP	1987-88	1988-89	1989-90	1990-91
1	48735	51810	54885	57960
2	50854	53929	57004	60079
3	52974	56049	59124	62199
4	55093	58593	62093	65593
5	57211	60711	64211	67711
6	59329	62829	66329	69829

### LONGEVITY (Years)

20	1833	1933	2033	2133
25	1833	1933	2033	2133

## ASSISTANT DIRECTOR—INSTRUCTIONAL

### MASTER'S LEVEL (02)

STEP	1987-88	1988-89	1989-90	1990-91
1	45148	48223	51298	54373
2	47098	50173	53248	56323
3	49048	52123	55198	58273
4	50997	54497	57997	61497
5	52948	56448	59948	63448
6	54898	58398	61898	65398

### DOCTORATE LEVEL (03)

STEP	1987-88	1988-89	1989-90	1990-91
1	47097	50172	53247	56322
2	49048	52123	55198	58273
3	50997	54072	57147	60222
4	52948	56448	59948	63448
5	54898	58398	61898	65398
6	56848	60348	63848	67348

### LONGEVITY (Years)

20	1693	1793	1893	1993
25	1693	1793	1893	1993

## VICE PRINCIPAL SECONDARY

### MASTER'S LEVEL (02)

STEP	1987-88	1988-89	1989-90	1990-91
1	41301	43901	46501	49101
2	42981	45581	48181	50781
3	44658	47258	49858	52458
4	46338	49188	52038	54888
5	48014	50864	53714	56564
6	49693	52543	55393	58243

## Vice Principal Secondary (Cont'd.)

### DOCTORATE LEVEL (03)

STEP	1987-88	1988-89	1989-90	1990-91
1	42981	45581	48181	50781
2	44658	47258	49858	52458
3	46338	48938	51538	54138
4	48014	50864	53714	56564
5	49693	52543	55393	58243
6	51602	54452	57302	60152

### LONGEVITY (Years)

20	1567	1667	1767	1867
25	1567	1667	1767	1867

## VICE PRINCIPAL ELEMENTARY

### MASTER'S LEVEL (02)

STEP	1987-88	1988-89	1989-90	1990-91
1	40221	42821	45421	48021
2	41883	44483	47083	49683
3	43540	46140	48740	51340
4	45200	48050	50900	53750
5	46858	49708	52558	55408
6	48517	51367	54217	57067

### DOCTORATE LEVEL (03)

STEP	1987-88	1988-89	1989-90	1990-91
1	41883	44483	47083	49683
2	43540	46140	48740	51340
3	45200	47800	50400	53000
4	46858	49708	52558	55408
5	48517	51367	54217	57067
6	50178	53028	55878	58728

### LONGEVITY (Years)

20	1567	1667	1767	1867
25	1567	1667	1767	1867



**DEPARTMENT CHAIRPERSON  
HEAD GUIDANCE COUNSELOR  
DEPARTMENT CHAIRPERSON-ATHLETICS**

**MASTER'S LEVEL (02)**

STEP	1987-88	1988-89	1989-90	1990-91
1	39687	42287	44887	47487
2	41331	43931	46531	49131
3	42975	45575	48175	50775
4	44620	47470	50320	53170
5	46265	49115	51965	54815
6	47909	50759	53609	56459

**DOCTORATE LEVEL (03)**

STEP	1987-88	1988-89	1989-90	1990-91
1	41331	43931	46531	49131
2	42975	45575	48175	50775
3	44620	47220	49820	52420
4	46265	49115	51965	54815
5	47909	50759	53609	56459
6	49554	52404	55254	58104

**LONGEVITY (Years)**

20	1567	1667	1767	1867
25	1567	1667	1767	1867

**SUPERVISOR**

**MASTER'S LEVEL (02)**

STEP	1987-88	1988-89	1989-90	1990-91
1	42381	44981	47581	50181
2	44090	46690	49290	51890
3	45801	48401	51001	53601
4	47510	50360	53210	56060
5	49220	52070	54920	57770
6	50929	53779	56629	59479

### Supervisor (Cont'd.)

#### DOCTORATE LEVEL (03)

STEP	1987-88	1988-89	1989-90	1990-91
1	44090	46690	49290	51890
2	45801	48401	51001	53601
3	47510	50110	52710	55310
4	49220	52070	54920	57770
5	50929	53779	56629	59479
6	52642	55492	58342	61192

#### LONGEVITY (Years)

20	1567	1667	1767	1867
25	1567	1667	1767	1867

### CURRICULUM SPECIALIST

#### MASTER'S LEVEL (02)

STEP	1987-88	1988-89	1989-90	1990-91
1	38480	41180	43880	46580
2	40216	42916	45616	48316
3	42035	44735	47435	50135
4	43945	46895	49845	52795
5	45953	48903	51853	54803

#### DOCTORATE LEVEL (03)

STEP	1987-88	1988-89	1989-90	1990-91
1	40216	42916	45616	48316
2	42035	44735	47435	50135
3	43945	46645	49345	52045
4	45953	48903	51853	54803
5	48059	51009	53959	56909

#### LONGEVITY (Years)

20	1475	1575	1675	1775
25	1475	1575	1675	1775

## **ARTICLE XXV**

### **Implementation of Contractual Salary**

#### **Section A**

1. For the 1988-91 contract years, all CASA Personnel shall continue to be paid their contractual annual salary in accordance with Article X, Section E-2.
2. For the purpose of contractual salary adjustment only, the per diem factor shall be 1/220th.
3. The following procedure shall apply for 12-month CASA Personnel: The contractual annual salary shall be divided by 26, and the pay schedule shall be as follows, 26 equal pays.
4. For purposes of contractual salary adjustment only, the per diem factor shall be 1/260th.

#### **Section B**

1. Members of the unit shall be considered as twelve (12) month employees for purposes for TPAF.
2. All longevity payments of the Personnel shall continue to become effective at the beginning of the twentieth and twenty-fifth full years of total service in the Newark public school system. Should a member of the instructional staff not included in the definition of this unit be promoted into this unit in the twentieth or twenty-fifth year of total service in the Newark public school system, the longevity payments of that individual shall continue unchanged and shall not be increased until completion of said year of service.

#### **Section C—Reduction of Steps**

1. All salary schedules shall be composed of six (6) steps. Adjustment to six (6) steps shall be made in the following manner:
  - a. The first step (1) on all salary schedules on all preparation levels for vice principals and department chairpersons shall be eliminated.
  - b. The remaining steps numbered two (2) through seven (7) shall be renumbered downward. Step #7 will become step #6, step #6 will become step #5 and so on.
2. Implementation of numerical step reclassification for 1980-81. Salary schedules for the following categories: vice principal, department chairperson, and supervisor.

To implement a reduction in the number of steps from seven (7) to six (6) on the 1980-81 salary schedules the procedure listed below shall be used in all cases.

- a. For 1980-81 year—the 1979 salary schedule will be used as the base; as of July 1, 1980, all Personnel except those on maximums will move to the next step on the 1979-80 salary schedule.
- b. After moving to the next step on the 1979-80 salary schedule, this step will now take on the new numerical designation on the 1980-81, six (6) step salary schedule.

## **ARTICLE XXVI**

### **Promotional Salary Determination and Adjustment**

#### **Section A**

1. Person appointed to a supervisory or administrative position.
2. Supervisory or administrative Personnel advanced to a higher position.

#### **Section B**

The Personnel in Section A1 or A2 above shall be granted a salary adjustment of two thousand dollars (\$2,000) above the salary he would normally receive and shall then be placed on the salary schedule for the new position.

When such placement falls on a non-existent salary step on the salary schedule, the salary shall be determined by placement at the next higher step on the schedule.

No promoted person shall receive less than the minimum salary step on the salary schedule for the new position.

## **Section C**

Recognition for advanced preparation in Section A-1 and 2 above shall apply to all supervisory and administrative personnel as that stipulated for teachers: i.e. to attain the extended maximums all such persons shall have six (6) years of preparation or its equivalent, and recognition of such advanced preparation shall also be made by providing one additional salary step on the appropriate salary schedule upon the presentation of proper transcripts or records by the individual to the Department of Human Resource Services. Such recognition and granting of additional salary step shall be implemented as follows:

July 1, for 12 month employees.  
September 1, for all other Personnel.

## **Section D**

Should appointment or advancement in Section A1 or A2 above be implemented at a time other than the first day of the contractual work year, the per diem factors in Article XXV, Section A, shall be applied. The salary for the new position shall be the annual scheduled salary minus the per diem factor for the number of days not worked in the new position in the work year, except as noted below regarding appointments to twelve (12) month positions.

## **Section E**

1. If the appointment is from a ten (10) month or ten (10) month/ten (10) day position to a twelve (12) month position and is effective subsequent to the first pay period of the twelve month contractual work year; in addition to the provisions of Section B, an adjustment in the amount of two hundred eighty dollars (\$280.00) per pay period shall be added to the employee's promoted base salary, only for the remainder of the contractual work year ending June 30th.

2. Further, effective July 1 of the succeeding fiscal year, the employee shall be placed on the appropriate step of the negotiated salary schedule, and no additional adjustment shall be made.

3. The Board and CASA acknowledge that there may be exceptional situations, to which the above outlined procedures when applied, result in inequitable salary placement. In this event the Board and CASA agree to discuss and resolve the problem. This provision is not intended to imply that the Board will negotiate individual salary placement, or that the Board will negotiate any changes to the existing salary schedules.

## **Section F**

In no case shall an employee be placed beyond the maximum salary step on the salary schedule for the position in accordance with the above provisions.

### **ARTICLE XXVII**

#### **Printing and Distribution of Contract**

Within one (1) month of the signing of this agreement by the parties, CASA shall procure fifteen hundred (1,500) copies of this agreement printed in a union house. The Board will pay for the cost of printing. One thousand (1,000) copies will be distributed to CASA. Five hundred (500) copies will be distributed to the Board. The distribution to the Board and CASA will be made simultaneously.

### **ARTICLE XXVIII**

#### **Duration**

This agreement and each of its provisions shall be binding and effective as of the first day of July, 1988, and shall continue in full force and effect until and through the thirtieth day of June, 1991.

Stephen J. Edelstein Esq.  
Chief Spokesperson, Board of Education

Charles Bell,  
President, Board of Education

Gerald A. Samuels  
Chief Spokesperson  
City Association of Supervisors and Administrators

Joseph V. Chagnon  
President  
City Association of Supervisors and Administrators

# Memos

# *Memos*