

**AGREEMENT BETWEEN THE BOARD OF
EDUCATION OF THE CITY OF NEWARK
AND THE NEWARK TEACHERS UNION,
LOCAL 481, A.F.T./AFL-CIO**

FEBRUARY 1, 1976 - JUNE 30, 1978

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The provisions of the State Mediators recommendations not covered by the Mayor's statement of April 16, 1971, or by the provisions agreed upon April 17 or 18, shall be incorporated into the contract without changing the explicit meaning thereof.

All of the suggestions of the mayor which are contained in his statement of April 16, which have not otherwise been agreed upon shall be incorporated into the contract without changing the explicit meaning of such suggestions.

DECLARATION OF INTENT

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

AGREEMENT

This Agreement is made and entered into effective as of the 1st day of February 1976, by and between THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX (hereinafter referred to as the "Board") and the NEWARK TEACHERS UNION LOCAL 481, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Union").

The expired agreement February 1, 1973 - January 31, 1976, shall be renewed for a period of 2½ years effective February 1, 1976 - June 30, 1978.

The provisions of the expired agreement shall be renewed except insofar as changed, modified, replaced, or supplemented by the items mutually signed as agreed upon in the negotiations immediately prior to and resulting in the adoption of this agreement by the Board and the Union.

ARTICLE I — RECOGNITION

SECTION 1. The Board hereby recognizes the Union as the exclusive collective negotiations representative, pursuant to Chapter 303 of the Laws of the State of New Jersey known as the New Jersey Employer-Employee Relations Act, for the purpose of collective negotiations concerning the terms and conditions of employment of employees of the Board in the unit consisting of the following categories of employment; teachers, long-term substitute teachers, itinerant teachers, homebound teachers, recreation teachers, speech teachers, speech therapists, remedial reading teachers, provisional teachers, librarians, drop out counselors, guidance counselors, regular teachers teaching four nights per week in Newark Evening High School. and coordinators having permanent status as teachers, help-

ing teachers, Learning Disability Teachers Consultants, social workers, psychologists, attendance counselors, teacher clerks and clerk stenographers (school), but excluding department chairmen, acting department chairmen, head guidance counselors, teachers to assist the principal, vice principals, principals, acting vice principals, acting principals, directors, assistant executive superintendents, executive superintendents, laboratory assistants, nurses, pianists, maintenance workers, cafeteria workers, security guards, per diem substitutes with thirty (30) days non-consecutive service in the same position who are not Board appointed, teacher and school aides, and all permanent, acting, temporary, or provisional supervisory employees.

SECTION 2. The term "employee" as hereinafter used means a person employed by the Board in any of the positions listed as being represented by the Union in Section 1 of this Article. In such instances where a provision applies only to certain categories of employment and not to others, the specific title of the category of the employment shall be applicable and exclusive to said title and category.

SECTION 3. The Union agrees to represent equally all members of the above defined unit.

ARTICLE II — NON-DISCRIMINATION CLAUSE

SECTION 1. The parties agree to follow a policy of not discriminating against any employee or applicant for employment on the basis of race, color, creed, national origin, ancestry, sex or marital status, or membership or participation in or association with the activities of any employee organization.

SECTION 2. The Board agrees that employment application forms and oral interview procedures shall contain no reference to the applicant's membership in any employee organization.

ARTICLE III — GRIEVANCE PROCEDURE

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

SECTION 1. DEFINITION

- A. A grievance is a complaint by an employee that (1) he has been treated unfairly or inequitably by reason of any act or condition, including those relative to employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, or (2) there has been as to him a violation, misinterpretation or misapplication of the provisions of this Agreement or of any existing rule, regulation or order of the Board, or any of the rules, regulations or orders of the New Jersey State Department of Education having the force and effect of law.
- B. As used in this Article the term "employee" applies to an individual employee and also to a group of employees having the same grievance.
- C. The Union shall have the right to initiate and process grievances which may be initiated and processed by an aggrieved employee under the provisions of Section 1-A of this Article, and shall have the right to appeal from the disposition of any grievance at any step.

SECTION 2. PROCEDURES

- A. Representation. In the presenting and processing of grievances, the employee may be represented, at his own expense, by a person of his own choosing, except that he may not be represented by any employee organization or by any officer or representative of any employee organization other than the Union. In the event that a grievance is carried to Step 2, the Union shall be immediately notified.
- B. Times for meetings or hearings. The time for a meeting or hearing at all steps other than Step 1, within the prescribed time limit, shall be fixed by mutual agreement. In all cases (subject to the provisions of Step 1 below) a representative of the Union shall have the right to be present and to present the

notice to be given by an employee under the provisions of Section 2 of this Article may be given for him with his consent by the Union.

STEP 1.

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

STEP 2.

If the grievance is not satisfactorily adjusted within two (2) school days after the last discussion, the employee may, with the assistance of a Union representative, if the employee so desires, submit it in writing within three (3) school days after the end of the said two (2) day period to his immediate superior for satisfactory adjustment, but such written grievance must be submitted to such superior in any event within thirty (30) school days following his becoming aware of the act or circumstance giving rise to the grievance. The said immediate superior shall schedule a meeting to discuss the grievance with the employee and a Union representative prior to making his decision, but in any event he shall give his decision in writing with his reasons therefore to the employee, the Union, and the Executive Superintendent within three (3) school days after the written grievance has been submitted to him by the employee.

STEP 3.

The employee may appeal to the Executive Superintendent of Schools from the last mentioned decision of his immediate superior within five (5) school days after the decision has been given to the employee and the Union pursuant to the above provisions under the caption "Step 2" by giving to the Executive Superintendent of Schools and to the employee's immediate superior written notice of such appeal setting forth specifically the basis of the grievance. The Executive Superintendent or his designee shall meet with the em-

the giving of such notice of appeal, and shall give his decision in writing with his reasons therefore, to the employee, Union and the employee's immediate superior within three (3) school days after such meeting.

STEP 4.

The employee may appeal to the Board from the last-mentioned decision of the Executive Superintendent within five (5) school days after the decision has been given to the employee and the Union pursuant to the above provisions under the caption "Step 3" by giving to the Board and to the Executive Superintendent written notice of such appeal setting forth specifically the basis of the grievance. The Board, or its designated Committee, shall hold a hearing and shall give its decision in writing with their reasons therefore to the employee and the Union within thirty (30) calendar days after the giving of such notice of appeal.

STEP 5.

- A. In the event a grievance shall not have been settled under the above procedures the employee may have the grievance submitted to binding arbitration by giving, within ten (10) school days after the decision of the Board has been given to the employee and the Union pursuant to the above provisions under the caption "Step 4," to the Executive Superintendent and the Board, the employee's written request for binding arbitration by the procedures and subject to the provisions below set forth.
- 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 New Jersey.
2. The arbitration shall be conducted by a tripartite arbitration panel. One member of the panel shall be appointed by the Board and this individual's minimal professional qualifications shall be those of the holder of a principal's certificate. One member of the panel shall be appointed by the Union and this individual's minimal professional qualifications shall be those

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 five years experience as an arbitrator.

The first two 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 ten (10) days after their selection. In the event that the first two 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. This panel shall sit for the duration of the agreement. The neutral third panel member shall serve as the Chairman of the Panel and shall arrange the dates, meeting places and agenda of any and all arbitration proceedings.

Any decision of this Arbitration panel shall be a majority vote, that is, by at least two members of the panel.

The third neutral panel member shall serve until he receives notice of termination of his services by either the Board or the Union. In such a case a new third neutral panel member shall be appointed as described above. Termination shall not affect any grievance upon which a hearing has commenced.

- C. The arbitration panel shall be empowered to hear and determine only grievances within the scope of the definition of the term "grievance" under the Section 1 of this Article. 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 from, or modify in any way any of the provisions of this Agreement. Its decision shall be binding and in writing and shall set forth its opinions and conclusions on the issues sub-

mitted. It shall have the power to make compensatory awards, where necessary, to implement its decision.

- 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 decision shall not usurp the functions or powers of the Board as provided by statute.
- E. Fees and expenses of the neutral arbitrator shall be borne equally by the Board and the Union.

SECTION 3. GENERAL PROVISIONS.

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

If the employee fails to submit his written grievance within the time specified in the provisions under "Step 2" above, or if he fails to give within the prescribed time the written notices of appeal respectively mentioned under "Step 3" or "Step 4" above, or if he fails to give within the prescribed time written notice of the request for arbitration mentioned under "Step 5" above, the grievance shall be deemed to have been waived.

Time limits specified in Section 2 of this Article as to things

to be done at any step may be extended by agreement between the parties.

Any written notice to be given under Section 2 by the employee to his superior or to the Executive Superintendent may be given by hand, or by leaving it with a person in charge of the office of such superior or of the Executive Superintendent, or by mailing it by certified mail, return receipt requested, addressed to such superior or to the Executive Superintendent, at their respective offices. Such notice to be given by the employee to the Board may be given by mailing it by certified mail, return receipt requested, addressed to the Board at 2 Cedar Street, Newark, New Jersey, or by leaving it with a person in charge at the office of the Assistant Executive Superintendent for Board Affairs at the same address. Any notice or decision to be given to the employee may be given by hand or by mailing it by certified mail, return receipt requested, addressed to him at his home address as shown in the Board's records. Any notice or decision to be given to the Union may be given by hand to the President of the Union, or by mailing it by certified mail, return receipt requested, addressed to the Union at its offices.

The date of mailing shall be counted as the date of giving of notices to be given by the employee, by his superior, the Executive Superintendent or the Board under Section 2 of this Article, but if a notice or decision of the employee's superior, the Executive Superintendent or the Board is given to the employee by certified mail, the time within which the employee may give notice of appeal as provided under Steps "3" or "4," or notice of request for arbitration as provided under "Step 5" above shall be increased by two (2) days.

B. Persons proper to be present for the purpose of this Article are defined as the aggrieved, the appropriate Union and School Board representatives and witnesses. When hearings are held during school hours persons proper to be present shall be ex-

- G. If a grievance arising from the action of a supervisor, director, coordinator attached to the Central Office, associate to assistant executive superintendent or assistant executive superintendent, will first be discussed with that official and if not resolved informally it may be processed in accordance with Steps "3," "4," "5" above.
- D. Nothing in this contract shall be construed as compelling the Union to submit a grievance to arbitration.
- E. No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.
- F. In the event that a grievance is carried to Step "2" the Union shall be immediately notified. The time for a meeting or a hearing at all steps other than Step "1" within the prescribed time limit shall be fixed by mutual agreement. Such hearing must take place within the time limit provided in this step.
- G. In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year.
- H. Official grievances shall not be placed in the personnel file of the employee, nor shall they be utilized in the promotional process or any recommendation for job placement.
- I. A form for the appropriate filing of a grievance shall be mutually agreed to by the parties and made available in the office of the principal in every school.

ARTICLE IV — UNION RIGHTS

SECTION 1. LEAVE FOR UNION SERVICE. Leave of absence shall be granted by the Board to members of the bargaining unit upon their personal request and that of the Union to work for the Union, the New Jersey State Federation of Teachers, or The

American Federation of Teachers. No more than seven (7) such leaves of absence shall be granted at any one time. Such leaves shall be granted for a period of not more than one academic year and shall be renewed upon request by the employee and by certification by the Union.

When any individual granted such leave of absence returns to regular employment with the Board, he shall be placed on the step of the salary schedule that he would have attained had he been continuously 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.

Any employee granted such leave of absence shall have the right to have maintained on the same basis of all employees in any employee welfare plans available to Board employees for hospital costs, medical-surgical benefits, major medical insurance, and any other such benefits upon regular payment on his behalf to the Assistant Executive Superintendent, Office of Board Affairs 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 2. NEGOTIATION ON SCHOOL TIME

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

SECTION 3. BULLETIN BOARDS.

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

SECTION 4. UNION MEETINGS.

A.

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

B.

The Executive Superintendent shall, upon timely notification by the Union, grant to the Union the use of facilities in school buildings after school hours for the purpose of conducting general membership meetings. Such use must terminate no later than 6:00 p.m.

Such use shall be granted provided that the use of the facilities

shall not be in conflict with previously scheduled programs and activities.

No more than twenty (20) such meetings per year may be required. There shall be no fee for the use of such facilities.

SECTION 5. MEETING WITH PRINCIPALS.

A.

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

B.

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

C.

Individual school policies shall not be inconsistent with the terms of this Agreement.

SECTION 6. AVAILABILITY OF INFORMATION

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

SECTION 7. DISTRIBUTION OF LITERATURE.

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

SECTION 8. BOARD-UNION CONFERENCES.

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

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

SECTION 9. SCHOOL VISITATION.

A—The Board shall permit the President of the Union or one of the Union liaison officers to visit the schools. The Union representative should make known his presence to the appropriate authority in the school. Conferences with teachers, should they become necessary, shall be scheduled so as not to interfere with or disrupt normal school functions.

B—The school clerk shall immediately notify the N.T.U. Building Representative when central office administrators and supervisors are present in the school building.

SECTION 10. UNION REPRESENTATION AT BOARD MEETINGS.

The Board shall furnish to the Union three (3) copies of the

agenda of each Board meeting twenty-four (24) hours prior to each Board meeting or at the same time when such copies of the agenda are made available to Board members, whichever is sooner. The Union shall be allowed a period of ten (10) minutes to present at the conference meeting its views. Additionally, the Union may be heard as to any items affecting school welfare during that period on the Board's public meeting devoted to the presentation of statements by individuals and organizations. The N.T.U. President, or her/his designee, shall be listed within the first ten (10) inclusive speakers on that portion of the Board action meeting devoted to discussion on general topics. This provision shall remain in effect during the life of this agreement.

SECTION 11. LEAVE FOR UNION CONVENTIONS AND SESSIONS OF LEGISLATIVE BODIES.

A.

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

B.

Administrative leaves of absence without loss of pay to attend meetings of the Newark Municipal, Essex County, New Jersey State or Federal Legislative bodies may be granted to duly qualified representatives of the Newark Teachers Union upon written request by the Union to the Executive Superintendent. Such requests, limited to two (2) NTU representatives per meeting, 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 and a timely response shall be made to the Union by the Executive Superintendent.

If no response from the Executive Superintendent is received by the Union by the day prior to the meeting, the absence of a re

C.

In any school 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 more than fifty (50) days.

D.

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

SECTION 12. DUES DEDUCTION.

The Board agrees to continue to deduct from the salary of its employees dues for the Union, as said employees individually and voluntarily authorize the Board. The Board will remit dues deducted from members (supported by a schedule, listing names and amounts) within twenty (20) days after the end of the month.

SECTION 13.

Upon receipt of proper authorization, the Board agrees to deduct from the salary of teachers, in equal installments, monies for American Federation of Teachers, New Jersey State Federation of Teachers or Newark Teachers Union Insurance Programs.

SECTION 14. EXAMINATIONS — PSYCHOLOGISTS AND SOCIAL WORKERS.

A.

Any suggestions submitted in writing by the Union to revise present or future written or oral examinations required by the Board as a pre-requisite of employment for psychologists and social workers will be forwarded by the Board to the appropriate agencies selected by the Board to prepare such examinations for consideration.

B.

All suggestions to revise the psychologists' and social workers' examinations shall be submitted in writing by the Union to the Board

have 15 days from the above dates to forward these revisions to the appropriate agencies.

ARTICLE V. GENERAL CONDITIONS OF EMPLOYMENT

SECTION 1. FAIR EMPLOYMENT PRACTICE.

A.

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

B.

No non-tenured employee shall be suspended or discharged or separated from employment unless an informal conference has been held with the employee and his representative with the appropriate administrator. At the conference the employee shall be apprised of the reasons of the conference and given an opportunity to respond. Before any notification of non-renewal, the teacher shall receive notice of any unsatisfactory evaluation and offered assistance to improve his performance.

C.

The Board shall notify a non-returned teacher on or before April 1st of his employment year if his employment will be renewed for the next ensuing school year.

SECTION 2. CALENDAR.

A.

The work year of all employees covered by this Agreement shall commence no earlier than the Wednesday after Labor Day. There shall be scheduled no more than 182 pupil days and 184 teacher days in this school year.

B.

Teachers who were not employed by the Board during the previous school year may be required to report one (1) day immedi

C. SCHOOL CALENDAR

	Pupils	Teachers
September 1976		
Tuesday 7—All newly appointed teachers report		
Wednesday 8—All teachers and aids report No pupils		
Thursday 9—Pupils report	16	17
October		
No holidays in October	21	21
November		
Monday 1, through Friday— Schools closed fall vacation		
Thursday 25—Thanksgiving Day-Holiday		
Friday 26—Day following Thanksgiving Day Schools closed	15	15
December		
Friday 24, through Friday 31— Schools closed Christmas Vacation	17	17
January 1977		
Schools reopen January 3—No holidays in January	21	21
February		
Monday 21, through Friday 25—Schools closed Winter vacation	15	15
March		
No holidays in March	23	23
April		
Monday 4, through Friday—8 Schools Closed Spring Vacation	16	16
May		

June

Thursday 23—Pupils last day (1:00 P.M.)

Friday 24—Teachers last day (1:00 P.M.)

17

18

—
182

—
184

D.

In accordance with prior practice, the school calendar for employees during the term of the contract will be set during the editing of the contract.

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

Nothing herein shall limit the right and responsibility of the Board to adopt a calendar.

SECTION 3. TEACHER SCHEDULES AND THE SCHOOL DAY.
A—BUILDING REPRESENTATIVES.

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

The activities of the NTU Building Representative shall be confined during the administrative period to the school and shall not interfere with the normal operations and activities of the school and its personnel.

B—ELEMENTARY SCHOOLS.

1.

In all elementary schools teachers and other instructional employees shall sign in at the office of the school no later than four (4) minutes prior to the time they are scheduled to be at their assigned stations at the beginning of the school day. They shall be expected to report to their assigned stations as provided below in

2.

Teachers shall be free to leave at their discretion at the end of the school day after their students have been dismissed from the building.

3.

The regular schedule of elementary schools shall be as indicated below:*

Teachers sign in
8:34 a.m. Teachers report to their assigned stations
8:35 a.m. Pupils arrive
8:45 a.m. Formal instruction begins
Lunch period equal to that of students
3:15 p.m. Classes end — Dismissal
Teachers sign out as indicated in B—2 above.

*It is recognized that special circumstances in particular schools may require variations from this schedule. When such cases occur, the specific variations shall be made after negotiations between the Union and the Board, or its designee. However, in cases of such variations, the total hours of service in the school day shall neither be increased nor decreased. The hours of the teachers school day shall be consecutive in all cases.

4.

In the case of teachers of part-time classes, the hours of service for those on a morning or afternoon session shall be the same as that specified in caption "1" of this Section. Instructional time for part-time classes shall be four (4) hours. Teachers shall be entitled to a duty-free lunch period which shall be fifty (50) minutes in duration. In addition to the four (4) hours of instruction rendered to the part-time classes, teachers shall report for teaching or appropriate professional services for one and one-half (1½) hours in the morning or afternoon, fifty (50) minutes of which shall be considered preparation time. The additional service of one and one-half (1½) hours shall be scheduled by the principal in accordance with the specific situations which obtain in each school where such

5.

Employees shall have those periods during which specialists cover their classes set aside for preparation. All elementary school employees shall have at least two (2) fifty (50) minute preparation periods each week.

C—SPECIAL SCHOOLS AND SPECIAL CLASSES.

1.

In special schools or special classes, the hours of service of teachers shall be the same as that specified in caption B—1 of this Article and Section, except that in any cases where the lunch period is part of the instructional program of the specific class taught by the teacher, and the teaching situation makes it desirable that the teacher eat lunch with the pupils, and such arrangements have been made by agreement between the teacher and the principal, the lunch period shall be included as part of the teaching day and such classes will be dismissed at 2:15 p.m. Said teachers may sign out at their discretion after their students have been dismissed from the building. Adjustments for special schedules and the hours of service of teachers of part-time classes in special schools or special classes shall be set up on the same basis as that in caption B—1 of this Article and Section.

2.

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

D—SECONDARY SCHOOLS.

1.

Teachers in junior and senior high schools shall be expected to sign in at the beginning of the scheduled school day no later than ten (10) minutes prior to either the beginning of the home-room period or Period 1, whichever comes first. Teachers may sign out at their discretion after the end of their last assigned period.

2.

As a general guide, junior and senior high schools will begin at

schedule for teachers will be:

Teachers sign in
8:20 a.m. Teachers report to assigned stations
8:30 a.m. Homeroom or Period 1 begins
Lunch period equal to that of students
2:30 p.m. Classes end
Teachers sign out at their discretion after the end
of their last assigned period.

3.

Because of special adjustments necessary in the schedule planning of specific junior and senior high schools, variations in the schedule stated under caption D—1 of this Article and Section shall be permissible. In such cases, as early prior to the close of school, but no later than June 1, such variations in schedule shall be negotiated between the Board and the Union. Prior thereto, the principal of the specific school and the Union representative for that school shall meet and prepare a schedule to submit to the Union and the Executive Superintendent or his designee. If, after five (5) school days following the delivery of said schedule, neither the Union nor the Executive Superintendent has indicated disapproval, said schedule shall be considered to have been agreed upon by both parties. In the event of a disagreement by either party or both, further negotiations shall be conducted by the Union and the Executive Superintendent.

In cases of such special adjustments, the total number of working hours of a teacher shall in no case exceed those of the schedule contained in caption D—2 of this Article and Section. The hours of the teachers' school day shall be consecutive in all cases.

If a teacher in any school with a special schedule reports after the initial Homeroom period or Period 1 (as the case may be), the teacher need sign in only five minutes before reporting to his first assignment.

Regardless of any variations of schedule each teacher shall have

a duty-free lunch period equal in length to that of the students and a preparation period included within his schedule.

SECTION 4 CLASS ASSIGNMENTS.

A. CERTIFICATION.

1.

Teachers shall be assigned to teach in their area or areas of State and Newark certification. Even if a teacher is certified to teach in more than one area of certification by the State Department of Education, first consideration in the area of assignment will be based on the Newark certification of such a teacher. The preferences of a teacher with respect to a specific schedule assignment within the area of his certification shall be honored unless circumstances make this prohibitive. However, primary consideration in making any assignment shall be based upon the competency, training and experience of the teacher for undertaking such an assignment.

2.

A regular classroom teacher shall not be required to teach a child with a condition that has been diagnosed and classified as requiring a specially certified teacher under the provisions of Title 18A, Chapter 46 New Jersey Statutes (June 24, 1970) Title 8, Chapter 28, New Jersey Administration Code.

B.

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

C.

Exclusive of teachers on itinerant assignments, whenever possible, teachers shall not be assigned to teach in more than two rooms and efforts shall be made to have such rooms in as close proximity to each other as can be scheduled. Whenever teachers are required to share a room, all the facilities of that room shall

D.

Prior to the close of school in June, teachers shall be notified what their schedules will be in September. It shall be understood that such schedules are subject to change based upon changed conditions which may occur between the close of school in June and their re-opening in September. If a change is necessitated, the teacher shall be notified forthwith.

E.

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

F.

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

G. 1.

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

2.

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

H.

One hundred fifty (150) pool substitutes shall be hired and assigned in order to help insure that teachers will not be required to undertake substitute assignments over and above their regular responsibilities.

I.

All teachers shall be expected, as part of their professional services, to attend one evening per year parents' open house meeting to be conducted in each school.

J.

Schedules of all personnel shall be available to all teachers and shall be posted on the teachers' bulletin board of each school or on bulletin boards in teacher lounges in each school.

K.

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

SECTION 5. CLASS SIZE.

It is recognized by this Agreement that the Board and Administration have worked to reduce class sizes and that they continue in their determination to have every class in every school reach a class size which is most suitable to the level or area of instruction involved. It is further recognized that until the present building program is completed, it will be extremely difficult to attain optimal class sizes. The agreements on class size contained below are therefore, temporary and in no way represent anything other than a short-range effort to improve on the present situation.

All class size limits contained in the listings below shall be subject to the exceptions contained in sub-section J marked "Exceptions".

A.

... in kindergarten classes shall be limited

to twenty-five (25) as prescribed by law and the regulations or recommendations of the New Jersey State Board of Education.

- B.** The number of pupils in classes in elementary schools, whether self-contained or on any system of departmentalized instruction, shall be limited to thirty (30) pupils.
- C.** The number of pupils in basic subject classes in junior high schools shall be limited to thirty (30).
- D.** The number of pupils in basic subject classes in senior high schools shall be limited to thirty (30).
- E.** The number of pupils in special education classes shall be limited to the sizes prescribed by law and the regulations or recommendations of the New Jersey State Board of Education.
- F.** The number of pupils in classes of industrial arts, home economics, technical and vocational education, science laboratory, typewriting or subjects requiring special facilities shall not exceed the number of available work stations or where it applies the number prescribed by law and the regulations or recommendations of the New Jersey State Board of Education.
- G.** Classes conducted exclusively for the instruction of non-English speaking students, whether bilingual or multi-lingual, shall be limited to twenty-five (25) pupils.
- H.** Classes in physical education shall be limited to fifty (50) pupils.

No teacher in a departmentalized organization in a junior or senior high school shall be assigned a total student load of more than one hundred forty-five (145) students per day, except for teachers of physical education and music.

J.

EXCEPTIONS: An acceptable justification for exceeding the maximum class size limitations listed above may be any one or more of the following:

1. There is no further classroom space available in the building which will permit scheduling any additional classes in order to reduce class size, and other school facilities which meet approved standards and are not unreasonably inconvenient are not available.
2. In order to achieve the prescribed class size it would be necessary to schedule one or more part-time classes in either elementary or special schools.
3. The Union and administration agree that a class larger than the prescribed maximum is desirable for purposes of experiment with large-group instruction. (The conditions of employment in such cases shall be negotiated.)
4. Team-teaching arrangements are in use which operate under a teacher with the assistance of either additional teachers, teacher-interns, teacher aides or any combination of them.
5. Additional students are added to the school enrollment after March 1.
6. Unavailability of qualified teachers for additional classes in the categories listed from "A" to "I" above.

K.

In cases where exceptions force enrollment exceeding the listed class size limitations in the departmentalized schools, teachers shall

from administrative service assignments.

L.

In all other situations every effort shall be made to provide for relief through all means possible.

M.

Summer school classes shall not exceed thirty (30) students on roll beginning with the 8th school day after the opening of summer schools.

SECTION 6. SENIORITY.

A.

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

B.

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

SECTION 7. PROMOTIONS.

A. PROMOTIONAL POSITIONS.

1.

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

2. The notice of any vacancy shall clearly state all qualifications, descriptions requirements, duties and any other pertinent information respecting the vacancy. It shall also include the salary to be paid in such a position. Each such notice shall be posted on the bulletin board set aside for the use of the Union.

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.

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

B. The Board and the Union agree to the promotional procedure set forth below:

1. Candidates shall submit a formal application.

2. Candidates in order to be eligible for inclusion in the pool shall meet training, experience, and State certification requirements established for each promotional position. These requirements may be set prior to interview by the screening committee.

The following are minimum experience requirements:

A. For Principals, Directors and Coordinators attached to Central Office:

Five (5) years of successful contractual teaching experience in schools or ten (10) y

..... contractual teaching experience in schools outside of Newark, three (3) years of which shall have been on a recognized administrative level.

- B. For Vice Principals, Department Chairmen, Supervisory Assistants and Supervisors:

Three (3) years of successful contractual experience in the Newark public schools (with the attainment of tenure).

3.

Candidates for the pool shall not be restricted to members of the Newark public school staff.

4.

Candidates shall be screened by a committee composed of:

- A. Director of Personnel or a designee on his staff.
- B. Assistant Executive Superintendent from the appropriate school level.
- C. A Newark school administrator from the appropriate level.
- D. An educator from outside the Newark school system.
- E. A Newark school teacher from the appropriate school area selected by the Union.
- F. No teacher or administrator shall serve on a screening committee who is a candidate for a promotional position.

5.

The screening committee shall recommend to the Executive Superintendent those candidates judged to be worthy candidates for promotion. These successful candidates shall constitute the pool from which promotions shall be made.

to equal weight under any procedure established.

- B. Any teacher who fails to be placed in the pool may request from the committee the reasons in writing for his non-inclusion in the pool.

6.

The criteria for use by the screening committee shall be cooperatively developed by representatives of the Union and the Executive Superintendent's staff.

7.

New candidates shall be selected for the pool once each year in March.

8.

The pools shall be in existence for a period of three (3) years from the date of their establishment. At that time this entire procedure will be subject to re-evaluation.

9.

All individuals who were on unexpired promotional lists, upon their request, shall be automatically placed in the pool for the appropriate area without prejudice. It is further agreed that all such individuals will be sent notices to this effect by the Department of Personnel.

10.

All individuals who applied and paid the required fees for participation in the examinations which have been suspended by the Board of Education shall automatically be considered as having applied for inclusion in the pool. It is further agreed that all such individuals will be sent notices to this effect by the Department of Personnel. All such fees for the suspended promotional examinations shall be returned.

11.

Selection shall be based on consideration of qualifications, sen-

the welfare of children and the community.

12.

The committee, when appointed, shall serve for one (1) year. Reappointment of any member shall be permitted.

C. 1.

In the cases of the positions of Assistant Executive Superintendent (Deputy), assistant executive superintendent, and associate to the assistant executive superintendent, the general policies contained in Part A of this Section and 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.

D.

The Board and the Union agree that no changes in this promotional policy will be negotiated by either party during the period of this contract.

SECTION 8. ASSIGNMENT AND TRANSFER.

A. VOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL.

1.

On or about June 1 of every year and at such other times as are practicable, the Department of Personnel shall prepare tentative lists of anticipated vacancies for the following academic year in the various schools. Such lists shall be posted on the bulletin board made available for the use of the Union in each school.

2.

Employees who wish to make application for transfer or assignment to any such vacancies shall submit their requests in writing

to the Department of Personnel and such applications shall be made in order of preference, the school or schools, subject or grade level desired.

3. 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. The determinations of the Executive Superintendent and the Board on applications for transfer or assignment shall be made for good cause and shall in no case be based on any personal bias or vindictiveness against the applicant.

4. Upon request, any employee who has applied for but not been granted a transfer, will be given an explanation, in writing, by the Department of Personnel.

B. REASSIGNMENTS WITHIN A SCHOOL

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

2. In determining the assignment within a particular school, the principal shall give consideration to qualifications, personal preferences, internal school needs, and seniority. The determination of the principal in assignments of employees within a school shall be for good cause and in no case based on any personal bias or vindictiveness.

C. INVOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL

1. No involuntary transfers shall be made except for just, fair

Upon request, the Department of Personnel shall furnish the employee who has been so transferred an explanation, in writing, for said transfer.

SECTION 9. NECESSARY DUTIES.

Necessary duties which the Board can assign by contract right to covered employees, other than professional work, shall be limited to the following:

- A. Elementary school teachers shall be assigned to lead their classes to the classroom from the building entrance.
- B. The principal of their school shall require secondary school teachers to stand outside the door to their individual classrooms, between classes, to monitor the passing of students from class to class.
- C. Per diem substitutes and three-hour aides shall supervise and engage in the duties and activities related to cafeteria, halls, playgrounds, sidewalks and buses.
- D. Teachers may voluntarily perform such activities as described in C above.
- E. Any expenditures for non-instructional duties other than those listed above shall be made only if the Board deems it necessary. Volunteer parent help can be recruited for additional non-classroom work if it is deemed necessary by the Board. All existing aide positions will be maintained during the term of the contract.
- F. Every teacher shall be provided with a duty-free lunch period equal to that of the students.

SECTION 10. TEACHER PERFORMANCE EVALUATION AND PERSONNEL FILES.

A.

Teacher performance shall be regularly evaluated by members

of the supervisory and administrative staff, administrative
to make such evaluations. When such evaluation involves visitation,
it shall be done openly and with the knowledge of the employee
being observed. Every written evaluation of the performance of
any employee shall be signed by the individual who makes the eval-
uation.

B.

Teachers shall be rated Satisfactory or Unsatisfactory. If rated
Unsatisfactory, it is the obligation of the supervisor to make specific
recommendations for improvement and provide assistance to the
teacher. After a reasonable time, the supervisor shall re-evaluate the
teacher. In the event of a strong difference of opinion, the teacher
evaluated Unsatisfactory may request evaluation be made by another
supervisor from within the system.

C.

The Board will continue its practice and policy not to use any
type of mechanical or electronic device for the purpose of monitor-
ing or recording the performance of any employee.

D.

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

E.

Teachers shall be given a carbon copy of each evaluation.

F.

Any employee represented by the Union shall have the right
inspect all items in his personnel file. He shall also have the right
to include in his file any information or material which he considers
pertinent.

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

H.

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

SECTION 11. LETTERS OF RECOMMENDATION.

As an employee requests a letter of recommendation from his immediate administrative superior, principal, supervisor, or director, the individual to whom the request is made shall be required to prepare and transmit such a letter of recommendation within a reasonable time but no later than one (1) week after the request is made. If the employee so requests a copy of such letter of recommendation shall be placed in the personnel file.

SECTION 12. TEACHER FACILITIES.

Each school shall have the following facilities:

A.

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

B.

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

C.

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

D. Well lighted and clean teacher restrooms.

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

F. Each school shall have at least one security guard during the school day.

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

H. The Board and the Union agree that whenever the hygenic and/or physical conditions of a classroom seem unfit to the teacher of that classroom, to the point of being intolerable said teacher shall so notify the principal.

The principal shall evaluate the nature of the situation forthwith. He shall determine whether said conditions are, in fact, intolerable.

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

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

The appropriate Assistant Executive Superintendent and the office of the Assistant Executive Superintendent in charge of Physi-

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

SECTION 13. FACULTY MEETINGS.

All meetings of school faculties and departments shall be conducted after regular school hours, so as not to impinge upon instructional time of students. No more than one (1) school-wide faculty meeting shall be scheduled by the principal in the secondary and elementary schools each month. No more than one (1) department meeting shall be scheduled each month in schools with departmental organization.

Such meetings shall be scheduled for such lengths of time as are suitable for dealing with the problems under discussion, except that they shall not be continued beyond fifty (50) minutes from the start of the meeting. The meeting shall start promptly after dismissal. Such meetings shall be held on the lunch hour if the teachers and administrators of that school mutually agree.

SECTION 14. PUPIL GRADES.

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

SECTION 15. TEACHER'S GRADE BOOK.

A.

Each teacher will consider his record book for the keeping of grades his own private property during the school year. No administrator shall request the teacher's record book to evaluate since this is considered an infringement of the teacher's academic freedom.

B.

The teacher will make available his Grade Book to discuss a

specific papers grades by grade assignments, with a secretary, parent, or guardian of that student, or the appropriate school administrator. The Grade Book shall be the property of the Board of Education and may be retained as part of the permanent records of the school.

SECTION 16. ADMINISTRATIVE SUMMONS.

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

SECTION 17. CLASS INTERRUPTIONS.

The Board and the Union agree that in the best interests of the learning process, classroom interruptions are to be kept at a minimum. Announcements shall be made only at specified times during the school day which do not interfere with instruction activities, or in case of emergency when other alternatives are impractical.

SECTION 18. SOLICITATION OF FUNDS.

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

SECTION 19. SUPPLIES AND INSTRUCTIONAL MATERIALS.

A.

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

B.

The Board and the Union agree to continue the teachers' discretionary fund. An amount of \$25.00 per teacher shall be made available by the Board in each school year. If as of April 1 of each school year there shall remain any unexpended amount in this discretionary fund, the unexpended amounts shall be redistributed ac-

...and to guidelines to be developed by the Office of the Executive Superintendent and to be implemented in each school by the principal in cooperation with the Union's building committee.

C.

In each school to which a psychologist or social worker is assigned, such supplies and materials as are usually utilized for the work of the respective psychologist or social worker shall be ordered by the school as part of the school's regular process of purchase of materials and supplies and shall be subject to the same limitations and requirements as apply to all other staff in the school. Such supplies and materials shall be placed at the disposal of the respective psychologist or social worker whenever needed.

D.

The Board agrees that materials necessary for diagnostic work by Learning Disabilities Teacher Consultants shall be budgeted for and made available by the Department of Special Services upon approval by the appropriate assistant executive superintendent.

ARTICLE VI. TEACHER PROTECTION.

SECTION 1. NEGLIGENCE.

A.

Whenever any civil action has been or shall be brought against a teacher for any act or omission arising out of and in the course of the performance of the duties of such teacher, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses, or expenses.

B.

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

SECTION 2. ASSAULT AND PERSONAL INJURY.

In the event any criminal action is instituted against a teacher

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

SECTION 3. COMPENSATION.

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

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

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

ARTICLE VII. SUMMER SCHOOL AND SUMMER RECREATION PROGRAMS.

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

B. Before such positions are filled, vacancies shall be posted by April 1 in the schools and applicants shall apply prior to May 1. Successful applicants shall be notified by June 1. Such applicants as have not yet been accepted as of June 1 for summer employment, shall be placed on a special job waiting list and so notified. The job waiting list shall be made available to the Union by June 3.

When any summer programs are expanded or new programs are initiated after the above dates, notice of such vacancies shall be

...of the Board's decision. Any new job opening for summer work made available after June 1, shall be filled by qualified applicants on the special job waiting list.

C.

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.

D.

Employees shall be compensated at the rate of \$10.00 per hour during the summer. Summer school recreation instructors shall be compensated at the rate of \$40.00 per day during the summer. The length of their day shall be six hours.

E.

Unsuccessful applicants who wish to grieve must do so prior to June 15 and such grievances shall be initiated at the Executive Superintendent's level and proceed without delay.

ARTICLE VIII — CLERK-STENOGRAPHER (SCHOOL)

(See Memorandum of Understanding)

ARTICLE IX. CULTURAL PLURALISM

A.

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

B.

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

ARTICLE X. LEAVES

SECTION 1. SABBATICAL LEAVES

A.

Teachers shall be eligible for full year sabbatical leave for study after seven (7) years and for rest and recreation after fourteen (14) years of service.

B.

Two (2) years of permanent substitution service immediately prior to regular employment shall be included in computation of service.

C.

If leave is not taken when the teacher becomes eligible, he shall remain continuously eligible for such leave.

D.

Sabbatical leave shall be at half pay.

E.

A minimum of one (1%) per cent of the teacher members of this bargaining unit may be granted sabbatical leaves each year. The current rules and practices governing such leaves shall obtain.

SECTION 2. SICK AND PERSONAL LEAVES.

A.

Teachers shall be granted sick leave for illness for fifteen (15) days in each school year, with the exception of the regular teachers in the Newark Evening High School, who shall receive twelve (12) days per year.

B.

Teachers with twenty-five (25) years' experience in the system shall receive ten (10) additional non-cumulative days per year after accumulated leave has been exhausted.

C.

Unused sick leave shall be accumulated without limit.

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

E.

Teachers shall be granted three (3) days leave annually for personal reasons without explanation. Additional personal leave days may be granted by the Executive Superintendent at his discretion if the reason warrants it.

F.

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

SECTION 3. MATERNITY LEAVES.

A.

Upon certification by a competent physician and application by a teacher, a leave for maternity shall be granted by the Board for a period of no more than one (1) year.

B.

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

C.

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

D.

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

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

SECTION 4. MILITARY LEAVE.

A. Military leaves of absence without pay will be granted to a permanent teacher inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress.

B. A teacher will be eligible for military leave of absence if ordered to report for civilian work in the National interest under the current provision of the Selective Service and Training Act applying to conscientious objectors.

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

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

SECTION 5. EXISTING LEAVE POLICY.

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

A. Death in immediate family or household — absence not to exceed the four (4) consecutive calendar days immediately following the death.

B. Funeral of near relative other than member of immediate family — absence not to exceed one (1) day

C. Absence on account of court subpoena.

D. Quarantine.

E. Attendance at conferences when excused by the Executive Superintendent.

F. The Executive Superintendent may grant two (2) weeks' furlough, without pay, for the marriage of the teacher.

SECTION 6. MAINTENANCE OF RIGHTS AND BENEFITS

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

B. Any teacher returning to full-time employment in the Newark schools upon the termination of any leave shall be returned to his previous grade assignment.

SECTION 7. RESERVE DUTY.

Teachers called for active reserve duty for periods of two (2) weeks or less shall suffer no loss of pay or benefits for such periods.

ARTICLE XI. MES (MORE EFFECTIVE SCHOOLS)

The Union and the Board agree that there shall be established an NTU-AFT More Effective School as envisioned and outlined in "Initial Application — Newark More Effective School Program," PL89-10, ESEA 1965, Title III.

The establishment of this More Effective School shall begin immediately on the signing of the contract between the Union and the Board following procedures outlined on Page 6 of the above-named document with the following exemptions:

Superintendent . . . and continuing to the end of Par. A-1-b, line 7 ending with the word "community" shall be): "A screening Advisory Committee composed of professional staff and members of the community and the Union shall be selected. The Superintendent shall select three professional elementary education staff; the Union shall select three teachers; and the Board and the Union jointly shall select two persons from the More Effective School Community."

It shall be the function of the Screening Committee, in addition to the duties outlined, to select an existing school facility which shall house the More Effective School.

The More Effective School must be a functioning reality, complete with students and staff, as of the beginning of the school year 1971-72.

ARTICLE XII. TEACHER-CLERKS

A.

It is hereby agreed that all persons presently in the category known as teacher-clerks may afford themselves the opportunity to return to classroom teaching. Said teacher-clerks will be placed on the appropriate step of the teacher's salary schedule.

B.

Said teacher-clerks returning to the classroom shall be provided refresher courses in education at Board expense and on Board time. All benefits, rights, privileges, and prerogatives accorded teachers shall be accorded teacher-clerks returning to the classroom.

ARTICLE XIII. SUPPLEMENTAL FRINGE BENEFITS.

A.

The Board agrees to budget and appropriate \$200 per employee in this bargaining unit and to 6 hour aides in their bargaining unit for each of the school years of 1976-77 and 1977-78, which amount shall be deposited into a special account entitled, "The Supplemental

stated. Duplicate records of all transactions of the S.F.B. Account shall be provided to the Board and the Union.

B.

The Board and the Union agree to research the structure and operation of the supplemental fringe benefit plan by continuing the previously established joint committee set up for such purposes. Benefits under this Article shall be made available for all employees in the bargaining unit and to 6 hour aides in their bargaining unit continuously throughout the duration of this Agreement.

ARTICLE XIV — LONG-TERM SUBSTITUTES

A.

Long-term substitutes with three (3) or more years of continuous satisfactory service, at least one year of which must be in their area of state certification, who meet state certification requirements shall be appointed as permanent teachers pursuant to such certification and placed on the appropriate salary step with all the rights, privileges, emoluments, and benefits of a permanent, regularly appointed teacher.

1.

Long-term substitutes employed prior to February 1, 1971, shall not be bound by the requirement that they teach for one year in their area of state certification, as stipulated in Section A above, for purposes of becoming permanently appointed, but all other conditions of permanent employment as set forth above in Section A shall apply.

2.

In order to give long-term substitute teachers the opportunity to serve in their area of state certification as long-term substitute teachers, all vacancies must be posted within 30 days after the determination of the vacancy, detailing the location and specific instructional position so vacated. The vacancies shall be filled on the following priority basis:

a. Regularly appointed fully certified teacher who has a record of

satisfactory service in the Newark School system on the basis of certification for which the vacancy exists on the basis of consideration of qualifications, seniority, integration of staff, and the welfare of children and the community.

- b. Long-term substitute state certified (for the vacant position) on the basis of consideration of qualifications, seniority, integration of staff, and the welfare of children and the community.

In the event that no applications are forthcoming from within the Newark School system, the Board may fill the vacancy or vacancies from outside the Newark School system. All applications for filling such vacancies must be submitted no later than one calendar month after the posting of the vacancy. The Board shall make an assignment from the applications received at the next regular Board meeting following the closing date for receipt of such applications.

- B.** Long-term substitutes shall be granted twelve (12) days in each school year for sick leave and two (2) days leave annually for personal reasons. Sick leave days shall be cumulative without limit.

C. Salary Guide:

1. B.A. Level

Effective July 1 in each appropriate year*

STEP	*1976-77	*-1977-78
1	\$ 8,374.	\$ 8,835.
2	\$ 8,714.	\$ 9,193.
3	\$ 9,054.	\$ 9,552.
4	\$ 9,404.	\$ 9,921.
5	\$ 9,744.	\$10,280.
6	\$10,084.	\$10,638.
7	\$10,434.	\$11,008.

Effective July 1 in each appropriate year*

STEP	*1976-77	*-1977-78
1	\$ 8,714.	\$ 9,193.
2	\$ 9,054.	\$ 9,552.
3	\$ 9,404.	\$ 9,921.
4	\$ 9,744.	\$10,279.
5	\$10,084.	\$10,639.
6	\$10,434.	\$11,008.
7	\$10,774.	\$11,637.

3. M.A. & 30 Level

Effective July 1 in each appropriate year*

STEP	*1976-77	*-1977-78
1	\$ 9,054.	\$ 9,552.
2	\$ 9,404.	\$ 9,921.
3	\$ 9,744.	\$10,279.
4	\$10,084.	\$10,639.
5	\$10,434.	\$11,008.
6	\$10,774.	\$11,366.
7	\$11,124.	\$11,736.

D.

The Board agrees to continue its practice of conducting in-service courses designed to help provisional appointees and long-term substitutes to prepare for the National Teachers Examinations. Such courses will be continued provided that at least 15 candidates are in attendance.

E.

In assigning the per diem substitute to his day's schedule that substitute shall replace in full the service of the regular teacher for whom he is substituting. If the schedule of the regular teacher requires less teaching time than is regularly assigned to the teachers

under the agreement, he may be given any assignment proper to per diem substitute teachers for that extra time.

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

ARTICLE XV. — EXTRA-CURRICULAR ACTIVITIES AND SUPPLEMENTARY COMPENSATION

A. GENERAL PROVISIONS:

1. At any one time no teacher shall be eligible to hold a second position for which extra compensation is received unless there is no other applicant for the second position.
2. Selection shall be based on consideration of qualifications, seniority, personal preference of the applicant, integration of staff, and the welfare of children and the community.
3. The Board shall continue to grant in-service credit for participation in all current and future unpaid activities under this Section.
4. There shall be a minimum of two teachers assigned to recreation centers during the hours of 6-9 P.M.

B. CLUBS AND ACTIVITIES SELECTION:

1. All openings for club advisors, school publications and all other non-athletic extra-curricular activities shall be made by soliciting applications from all eligible teachers.
2. Eligibility shall depend on the criteria set forth in Section A above in addition to a subject area qualification wherever applicable.
3. The principal shall fill the openings and notify the appropriate Assistant Executive Superintendent. Preference in selection shall be

4. Each applicant not picked shall have the right to demand in writing the principals reason for his selection.

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

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

7. All non-athletic extra-curricular positions shall be rotated every three years if there are eligible qualified candidates for these positions. Such rotation shall commence in the school year of 1970.

C. Extra-Curricular Compensation

Effective July 1 in each appropriate year*

POSITION	*1976-77	*1977-78
Head Football Coach	\$1,605.	\$1,693.
Assistant Football Coach	\$ 802.	\$ 846.
Head Basketball Coach	\$1,376.	\$1,452.
Assistant Basketball Coach	\$ 802.	\$ 846.
Head Baseball Coach	\$1,376.	\$1,452.
Assistant Baseball Coach	\$ 802.	\$ 846.
Outdoor Track Coach	\$1,376.	\$1,452.
Jr. High Basketball	\$ 802.	\$ 846.
Swimming Coach	\$ 802.	\$ 846.
Wrestling Coach	\$ 802.	\$ 846.
Fencing Coach	\$ 802.	\$ 846.
Soccer Coach	\$ 802.	\$ 846..
Tennis Coach	\$ 574.	\$ 605.
Golf Coach	\$ 574.	\$ 605.
Cross Country Coach	\$ 745.	\$ 786.
Girls Inter-Scholastic Sports	\$ 745.	\$ 786.
Girls Intramural Activities	\$ 367.	\$ 387.
Faculty Managers	\$1,261.	\$1,330.
Faculty Managers Arts High	\$ 802	\$ 846

POSITION	*1976-77	*1977-78
Band Leader	\$688.	\$726.
Cheerleader	\$402.	\$424.
Jr. Class Advisor	\$229.	\$241.
Sr. Class Advisor	\$688.	\$726.
Club Sponsors	\$143.	\$151.
Concerts	\$ 85.	\$ 90.
Drama Sr. High	\$745.	\$786.
Drama Jr. High	\$344.	\$363.
Honor Society	\$172.	\$181.
Sr. High Yearbook	\$917.	\$967.
Sr. High Newspaper (5 per year min.)	\$917.	\$967.
Jr. High Newspaper (5 per year min.)	\$286.	\$302.
Student Council Advisory	\$516.	\$544.
Jr. High Student Council Advisors	\$286.	\$302.
Literary Magazine Advisors (2 issues)	\$458.	\$483.
Chaperones (per night)	\$ 34.	\$ 36.
Jr. High Year Book	\$458.	\$483.

ARTICLE XVI. SPECIALISTS

There is hereby established a Committee on Specialists in the Newark school system. The purpose of this Committee shall be:

- A. To investigate ways in which specialists may more effectively service the children of Newark schools.
- B. To study the working conditions of specialists in the Newark schools.
- C. To make recommendations for implementation by the Board to the Union.

The Committee on Specialists shall consist of ten (10) members, five (5) to be appointed by the Executive Superintendent and five (5) to be appointed by the Union. The Committee shall choose its own chairman. The findings and the recommendations of said Committee shall be used as a basis of future negotiations between the

April 1, 1970. The report of findings shall be published by November 1, 1970. The Chairman of said Committee shall make interim reports to the Executive Superintendent of Schools and to the Union.

ARTICLE XVII. TEACHER SALARY

SECTION 1.A. Bachelor Level

Effective July 1 in each appropriate year.*

STEP	*1976-77	*1977-78
1	\$ 9,741.	\$10,131.
2	\$10,660.	\$11,086.
3	\$11,237.	\$11,687.
4	\$11,690.	\$12,158.
5	\$12,154.	\$12,640.
6	\$12,607.	\$13,111.
7	\$13,071.	\$13,594.
8	\$13,524.	\$14,065.
9	\$13,987.	\$14,546.
10	\$14,441.	\$15,019.
11	\$15,929.	\$16,901.

B. M.A.—Equivalent Level (Bachelor Degree + 30 Graduate Credits)

Effective July 1 in each appropriate year.*

STEP	*1976-77	*1977-78
1	\$10,434.	\$10,851.
2	\$11,340.	\$11,794.
3	\$11,927.	\$12,404.
4	\$12,381.	\$12,876.
5	\$12,844.	\$13,358.
6	\$13,297.	\$13,829.
7	\$13,761.	\$14,311.
8	\$14,214.	\$14,783.
9	\$14,677.	\$15,264.
10	\$15,131.	\$15,736.
11	\$16,609	\$17,800

Bachelor Degree + 60 Graduate Credits)

Effective July 1 in each appropriate year*

STEP	*1976-77	*1977-78
1	\$11,124.	\$11,569.
2	\$12,041.	\$12,523.
3	\$12,607.	\$13,111.
4	\$13,071.	\$13,594.
5	\$13,524.	\$14,065.
6	\$13,987.	\$14,546.
7	\$14,441.	\$15,019.
8	\$14,904.	\$15,500.
9	\$15,357.	\$15,971.
10	\$15,821.	\$16,454.
11	\$17,299.	\$18,326.

D. LONGEVITY.

Longevity increments shall be maintained in the 20th and 25th year of permanent employment which shall be active but does not have to be continuous; employment in other school districts or school systems is not to be counted for purposes of longevity. As of the school year beginning July 1, 1975, the amount paid for each longevity increment shall be the sum of \$445.

E. PRIOR CREDIT.

Credit on the salary schedule for prior service will be given to all teachers for years of accredited teaching, military, or accredited substitute experience in the Newark public schools according to the following formula:

1. Full credit on a year for year basis for four years of prior service;
2. Five years credit for six years of prior service;
3. Six years credit for eight years or more of prior service.

Credit for teaching and Newark public school substitute exper-

ing requirements in the jurisdiction in which the service took place, or under certification in the jurisdiction in which the service took place, or after the completion of a bachelor's degree.

In crediting military service for salary purposes, completion of the full calendar year is required for recognition.

In crediting previous teaching experience for salary purposes, completion of the full academic year is required for recognition.

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

SECTION 2. — PSYCHOLOGISTS AND SOCIAL WORKERS SALARY SCHEDULE

Effective July 1 in each appropriate year*

STEP	*1976-77	*1977-78
1	\$13,483.	\$14,025.
2	\$14,029.	\$14,590.
3	\$14,585.	\$15,168.
4	\$15,131.	\$15,735.
5	\$15,687.	\$16,314.
6	\$16,233.	\$16,882.
7	\$16,779.	\$17,450.
8	\$17,335.	\$18,028.
9	\$18,216.	\$19,280.

SECTION 3. CORRECTING PAYROLL ERRORS

Payroll errors shall be corrected within 24 hours of the time the error is reported by the affected employee.

SECTION 4.

If an employee claims that he has been placed on the wrong step of the salary schedule applicable to him and presents satisfac-

tory evidence to the Department of Personnel establishing his claim, the salary of the employee shall be adjusted to the proper step and retroactive payment shall be made to the employee for the full time during which the employee should have been on the proper step. Such adjustment shall also be made if such an incorrect placement is discovered by the Department of Personnel even if the employee makes no claim.

SECTION 5.

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

SECTION 6. PAYDAYS FOR INSTRUCTIONAL PERSONNEL, AIDES AND CLERKS SHALL BE AS FOLLOWS:

A.

Employees shall have the option of receiving their salary on a ten (10) or twelve (12) month basis, provided thirty (30%) per cent of the employees covered under this agreement make a written re-

quest for the twelve (12) month option no later than March 1, 1976 for the 1976-77 school year, commencing September 1, 1976.

B.

Employees covered under this agreement shall be paid on the second (2nd) and fourth (4th) Fridays of the month on a ten (10) or twelve (12) month basis.

C.

PAYDAYS 1976-77		PAYDAYS 1977-78	
Sept.	10-24	Sept.	
Oct.	8-22	Oct.	
Nov.	8-19	Nov.	(School Calendar
Dec.	3-17	Dec.	for 1977-78 to be
Jan.	3-14-28	Jan.	negotiated by the
Feb.	11-28	Feb.	Board and the
Mar.	11-25	Mar.	Union prior to
April	11-22	April	April 1, 1977 as
May	6-20	May	per Article V,
June	3-17-24	June	Section 2, D)
Those on 12 month option plan			
July	15-29	July	
Aug.	12-26	Aug.	

(These last four checks will be printed, dated, and given to the individual the last day of school.)

SECTION 7.

Payroll checks which, under existing practices are distributed by mail, shall be mailed the day before other payroll checks are delivered to the schools.

SECTION 8.

The Accredited Evening High School employee shall be paid at the rate of $\frac{3}{4}$ of the present schedule.

No teacher from outside the Newark school system shall be hired for Newark Evening High School unless insufficient applica-

tions are received from regularly employed Newark teachers certified to fill the available openings.

SECTION 9.

Attendance Counselors shall be paid at the rate of \$7. per month for expenses.

SECTION 10.

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

SECTION 11.

Any individual employee who serves as a Recreation Director shall receive a salary of \$500. above that which he would receive as a Recreation Teacher.

SECTION 12.

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

ARTICLE XVIII. STUDENT HEALTH AND WELFARE

SECTION 1. SICKLE CELL ANEMIA AND LEAD POISONING

The Board recognizes the need for early detection of cases of sickle anemia and lead poisoning in school children, and will implement a program or programs in order to insure early detection for children from kindergarten through K-2, and any other children under its aegis in pre-school programs. The cost of implementation shall not be restricted to the use of Board funds but rather the Board may seek funding assistance from any available source.

SECTION 2. VENEREAL DISEASE

Should any student recognize or suspect that he or she may be

suffering from venereal disease, that student may present the situation to the nurse at the school health office.

The nurse shall assist student in seeking diagnosis and treatment from either a private or public medical facility.

Any such request by a student shall remain confidential.

SECTION 3. SIGHT AND HEARING TESTING

The Board agrees to continue its practice of providing sight and hearing testing programs for pupils in the elementary grades. Furthermore it agrees to continue its practice of testing any pupils who have been missed by the normal routine as well as giving additional testing to any pupil at any level of instruction who may be referred to it on the request of any teacher, administrator or other member of the professional staff.

ARTICLE XIX. ACCOUNTABILITY STUDY

The Board and the Union agree to set up a Committee on Accountability to consist of:

- A. Five individuals appointed by the NTU.
- B. Five individuals appointed by the Board.
- C. Five individuals representing:
 - a. Parents (one to be selected by the PTA's and Title I Advisory Groups.)
 - b. Students (one to be selected by the Newark Student Federation.)
 - c. Organized labor (one to be selected by the AFL-CIO of Essex County.)
 - d. Business (one to be selected by the Chamber of Commerce.)
 - e. Mayor's Education Task Force (one to be selected by that body.)

Each of the groups named above shall be invited to submit a name for inclusion of the committee which shall be acceptable both to the Union and Board representatives on the Committee on Accountability.

The Board and the Union representatives on the Committee shall be named and shall meet no later than 30 days after the ratification of this Agreement. They shall set up their own organization and procedure for inviting the groups named in Section C to submit the names of their representatives.

The full committee shall begin to operate as rapidly as feasible and shall present a first report of its findings and recommendations during the month of July, 1973 to the Board and the Union.

Teacher members of the Committee shall be excused from duty without loss of salary and with full substitute coverage on all days when the committee meets.

The Committee will report on the factors that affect the performance of the Board personnel in terms of accountability and instruments to evaluate individual accountability.

ARTICLE XX. QUALITY CONTROL COMMITTEE

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

ARTICLE XXI. SCHOOL IN HOUSING

The Board agrees that it will attempt to include school facilities

in apartment houses funded in whole or in part by public funding agencies pursuant to recent enabling legislation.

ARTICLE XXII. FEDERAL SUPPLEMENTAL FUNDS

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

ARTICLE XXIII. CURRICULUM REVISION

To serve the needs of Newark's students in a changing society, curriculum revision and educational improvement on all levels from early childhood through high school must be a constant ongoing process in the schools in Newark. In order to involve the direct participation of the Newark Teachers Union, as the collective negotiation representative of teachers and other instructional employees, in the process, the Board agrees that 1/3 of all members of any curriculum committee, present and/or future, who are represented by the Newark Teachers Union shall be appointed from a list of nominees submitted by the Union. The list of nominees shall contain twice the number of names as positions to be filled.

All meetings of any curriculum committee called by the Assistant Executive Superintendent in charge of Curriculum Services shall take place during regular school hours. Teachers shall be released from their regular duties on such times and days of regular school hours in which the respective committee functions, as directed by the Assisted Executive Superintendent in charge of Curriculum Services, in order to perform research or other activities necessary to accomplish the work of such committees.

Substitute coverage, where required, shall be provided for each curriculum committee member who is released from regular duty. Curriculum committee members shall not suffer any loss of salary.

sick or personal days while participating on the various curriculum committees.

The Board shall notify the Union prior to the establishment of any new curriculum committee. Included in each notice shall be:

1. Name of title of committee.
2. Specific objective of the committee.
3. Total number of people on the committee.
4. Number of people to be appointed from nominees' of the Union.
5. Time and place of the first meeting of the committee.

Within two weeks after receipts of such notification, the Union shall submit to the Assistant Executive Superintendent in charge of Curriculum Services the names of its nominees for the committee as provided above. Within two weeks after receipts of the list of Union nominees, the Assistant Executive Superintendent in charge of Curriculum Services shall notify the Union of the names of the appointees selected from the nominees.

In addition, there shall be a conference conducted each December and April between a representative committee of no more than five (5) individuals representing the Newark Teachers Union with the Assistant Executive Superintendent in charge of Curriculum Services and any immediate staff members of the Assistant Executive Superintendent. The purpose of this conference will be to afford the Union an opportunity of presenting to the Department of Curriculum Services its concern and views with respect to any overall curricular activities within the Newark Public School System.

ARTICLE XXIV. MATTERS NOT COVERED

SECTION 1.

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

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

SECTION 3.

Negotiations on a new contract shall commence no sooner than October 1, 1977 upon the receipt from the Union of a written request for same. Negotiations for a new contract are subject to Chapter 303 of the Laws of the State of New Jersey of 1968 and Fair Labor Practices.

ARTICLE XXV. NEW JOB TITLES OR CATEGORIES

A.

When a new job title or new category of employees whose activities are substantially similar to those of three (3) hour aides, six (6) hour aides, school clerks, and non-administrative instructional personnel are established by the Board, the Board shall provide the Union with notice thereof, thirty (30) days in advance of its establishment.

B.

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

C.

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

D.

In the event the parties fail to agree on the working conditions of such title or category, the Board may fill the position on the thirty-first (31st) day following the notice to the Union contained in para-

which are capable of being made retroactive shall be so implemented.

ARTICLE XXVI. LABOR STUDIES

The Board agrees to commission personnel to write a curriculum guide for a secondary school course in Labor Studies. The Union will submit to the Executive Superintendent a minimum of five (5) names from which the Executive Superintendent will make his selection(s).

This elective course will be offered in the secondary schools as an elective social studies course for the 1976-77 school year and each subsequent year, and conducted where there is adequate enrollment.

ARTICLE XXVII. AVAILABILITY OF CONTRACT.

Within one (1) month of the signing of this Agreement by the parties, the Union shall procure 7,000 copies of this Agreement printed in a Union House, cost to be borne by the Board.

ARTICLE XXVIII. NO STRIKE

SECTION 1.

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

SECTION 2.

The Board agrees that during the period of this Agreement there shall be no lock-outs of the employees covered by this Agreement or instigation thereof.

ARTICLE XXIX. CONFORMITY TO LAW AND SAVINGS CLAUSE

A. If any provision of this Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction,

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.

B. If, during the term of this Collective Bargaining Agreement, the New Jersey State Legislature enacts legislation or by court determination permitting an Agency Shop clause to be lawfully inserted into public sector collective bargaining agreements, the Board hereby agrees to negotiate with the Newark Teachers Union said Agency Shop provision. The negotiating committee shall meet, unless otherwise mutually agreed upon, within four (4) school days of the receipt of such request. The negotiations shall continue until all reasonable methods to reach agreement on the matter being negotiated have been exhausted.

ARTICLE XXX. DURATION

This Agreement and each of its provisions shall be binding and effective as of the 1st day of February, 1976, and shall continue in full force and effect until and through the 30th day of June, 1978.

In Witness Whereof, the Union and the Board ratified this document as of February 1, 1976.

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