

AGREEMENT

between the

**STATE OPERATED SCHOOL DISTRICT
NEWARK, NEW JERSEY**

and the

CITY ASSOCIATION OF SUPERVISORS AND ADMINISTRATORS

A.F.S.A./AFL-CIO

LOCAL 20

NEWARK, NEW JERSEY

July 1, 2003 – June 30, 2006

PREAMBLE

Whereas, pursuant to the provisions of NJSA 34:13A-1 et seq. as amended, of the laws of the State of New Jersey, known as the New Jersey Employer-Employees Relations Act, the City Association of Supervisors and Administrators, American Federation of School Administrators AFL-CIO Local 20 of Newark, New Jersey (hereinafter referred to as CASA), has been recognized as the exclusive representative in the unit hereinafter provided by the State Operated School District of the City of Newark (hereinafter referred to as the District); and

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

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

Now therefore, this agreement is agreed upon between said parties for the period beginning July 1, 2003 and ending June 30, 2006.

ARTICLE I
RECOGNITION,
REPRESENTATION, DUES DEDUCTION

Section A - RECOGNITION

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

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

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

Section B - REPRESENTATION

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

Section C – DUES DEDUCTION

The Newark School District agrees to deduct dues from all salary and all other monies due and payable to the personnel of CASA, as said personnel individually and voluntarily so authorized the Newark Public Schools, and to transmit same promptly to CASA. Written notice to rescind dues deduction must be made by June 1st, or December 1st, rescission of dues deduction to become effective in July or January.

Section D – PROMOTIONS

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

Any person administratively assigned or promoted (without formal District action), to a title included in the Recognition Clause of the Newark Public School/CASA Agreement, and who served in that position for thirty (30) days or more shall be deemed to be serving in an acting capacity as covered by Sections A-D of Article 1. When such administrative change (without formal District action) is made, CASA will be notified in writing thirty (30) days from the date of such action.

Section E - DURATION

This agreement shall remain in effect until June 30, 2006. Negotiations by the parties to revise, amend or otherwise alter the terms of this agreement shall commence no later than November 1, 2005.

Section F – CHANGES IN TITLE/TERMS

Effective July 12, 1995, any title or terms which were used prior to the State District takeover will be changed to reflect the new district titles.

ARTICLE II

Non-Discrimination

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

ARTICLE III

Grievance Procedure

PURPOSE

The purpose of the grievance procedure is to secure solutions at the lowest possible step to problems that affect our members. It is important that a grievance be processed as rapidly as possible. The number of days indicated at each step of the procedure shall be considered, as maximum and every effort should be made to expedite the process. The time limits specified may, however be extended by mutual agreement. Failure of CASA to file/forward a grievance within the specified time limits shall terminate the grievance at that point in favor of the District. Failure of the District to respond to a grievance within the specified time limits shall terminate the grievance in favor of CASA. In all cases, the individual(s) or CASA filing the grievance shall be required to advise the grievant's immediate supervisor when a meeting is scheduled, which may be the subject of a grievance, that this meeting shall be the first step of the grievance procedure.

Section A - DEFINITION AND APPLICATION

1. Grievances subject to the procedures set forth hereinafter are hereby defined as any dispute or controversy between the District or its representatives concerning the interpretation, application, or enforcement of the provisions of this agreement, including this article, or the rules, regulations, or orders of the District or those of the State Board of Education, or any other dispute concerning the terms of employment or allegation of bias or vindictive action against the personnel. A grievance may be filed by one or more of the personnel having the same dispute or controversy, or may be filed by CASA itself, except, that in no case may CASA represent both the grievant and the person against whom the grievance is brought.
2. Any personnel shall have the right to process grievances individually and without CASA representation for said purpose and shall have the right to be represented by a person of his own choosing for said purpose, but at his own expense. The District agrees that it will not recognize or effectuate representation of the personnel by any employees' organization other than CASA.
3. In case of any grievance involving any personnel, CASA shall have the right to intervene as a party in the processing or hearing of that grievance upon the request of the grievant and to appeal from any disposition of said grievance that it deems contrary to this agreement. Regardless of CASA participation in the processing or hearing of any grievance, the District or its representatives at each step of the grievance procedure shall supply CASA with copies of all non-confidential correspondence and written decision of said grievance, upon written request.
4. Nothing herein above shall be construed to require CASA to process any grievance or to appeal from the disposition of any grievance where CASA deems the grievance or appeal to be without sufficient merit or where the processing of the grievance is contrary to the position of CASA as to the implementation or enforcement of this agreement on behalf of the other personnel in the unit.

Section B - PROCEDURE

Step 1

- A. A grievance must be filed at Step 1 within the ten (10) working days from the date on which the act which is the subject of the grievance occurred or within ten (10) working days from the date that the personnel or CASA becomes aware of the subject of the grievance.
- B. All grievances of the personnel, whenever applicable, shall first be discussed informally with the immediate administrative superior. If the grievance is not resolved within three (3) working days of the request for said informal discussion, the grievance shall then be discussed with the immediate administrative superior who is not a member of the personnel. If no such meeting has been held within five (5) working days after a request has been made, CASA shall have the right to institute Step 2 in writing.

Step 2

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

Step 3 - Arbitration

In the event a grievance is unresolved under the provisions of Step 2, Article III, the grievant or CASA may have the grievance submitted to final and binding arbitration within seven (7) days of receipt of the decision of the State District superintendent, or his designee. If neither the State District superintendent nor his designee has rendered a decision by the due date, the grievance may be submitted, within five (5) working days to final and binding arbitration. CASA shall request prospective hearing dates from the neutral panel member with written notification of the request forwarded to the superintendent's designee. The neutral panel member shall provide to the partisan panel members three (3) dates from which they shall select one for the arbitration hearing. This notification to the partisan panel members shall be in writing from the neutral panel member via certified mail, return receipt requested postmarked no later than five (5) days after the receipt of CASA's request for arbitration dates.

Within five (5) work days from the date that both the District and CASA's panel members receive written arbitration dates from the neutral panel member, CASA's partisan panel member shall communicate with the District partisan panel member in order to select one (1) of the three (3) arbitration dates mutually agreeable to both. CASA's panel member shall communicate this date to the neutral panel member. In the event the two partisan panel members are unable to agree on an arbitration date either partisan panel member shall contact the neutral panel member to advise him of this fact.

Within five (5) days of the receipt of notification from either panel member that both partisan panel members were unable to reach agreement on an arbitration hearing date, the neutral panel member shall provide to the partisan panel members by certified mail, return receipt requested, three (3) arbitration dates. The first of these dates shall be at least ten (10) days from the latest date originally provided. The partisan panel members shall confer in an effort to select one of the newly proposed dates. If an agreement is reached, either panel member shall communicate this date to the neutral panel member. If an agreement is not reached within five (5) days of receipt of the proposed arbitration dates, the neutral panel member shall be empowered to provide each partisan panel member, in writing, by certified mail return receipt requested, with a new arbitration date that shall be at least ten (10) days from the latest date proposed, It is expressly understood that the partisan panel members are bound to accept this date on behalf of the District and CASA. In no case shall the arbitration hearing occur sooner than thirty (30) days or later than eighty (80) days from the date on which the partisan panel members agree to an arbitration date, or the day on which the neutral panel member imposed the arbitration date.

The arbitration hearing shall be conducted by a Tripartite Panel.

Section C – THE TRIPARTITE PANEL

1. Composition and Selection

- A. One panel member shall be appointed by the District. One panel member shall be appointed by CASA. Each panel member shall be recognized as a partisan.
- B. The two partisan panel members shall be appointed by their sides within one (1) week of ratification of this agreement. Each side shall submit to the other, the name of its panel member by certified mail, return receipt requested. The partisan panel members shall serve for the duration of the contract.
- C. The third panel member shall be neutral and shall be selected by mutual agreement between the two partisan panel members within thirty (30) days of their appointment.
- D. In the event the partisan panel members are unable to agree on the selection of the neutral panel member, either partisan panel member may call upon the American Arbitration Association (AAA) to name the third panel member. The individual selected by the AAA must meet the same qualifications as if chosen by the partisan panel members.

2. Qualifications and Responsibilities of Neutral Panel Member.

- A. The neutral panel member shall be selected by the rules of the American Arbitration Association.
- B. The neutral panel member shall be a bonafide resident of the State of New Jersey and a member of the National Academy of Arbitrators with a minimum of five (5) years experience as an arbitrator.
- C. The neutral panel member shall sit as a chairman for the duration of the contract. Said panel member may be removed by either party by written notice of termination, with a copy to all parties. Termination shall not affect any grievance upon which a hearing has commenced.
- D. The neutral panel member shall serve as chairman of the panel and shall arrange the dates, meeting places, and agenda of any and all arbitration proceedings.

3. Responsibilities of the Panel

- A. The arbitration panel shall be empowered to hear and determine only grievances within the scope of the definition of the term “Grievance” under Section A of Article III. 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 decisions shall be binding and in writing and shall set forth its opinions and conclusions on the issues submitted.

- B. The arbitration panel shall be without power or authority to make any decision contrary to, inconsistent with, modify or vary in any way, the terms of this agreement or applicable law or the rules and regulations having the force and effect of statute.
- C. The arbitration panel shall be without power to make any decision, which shall usurp the functions or powers of the District as provided by the statute.
- D. The arbitration panel shall have the power and authority to make compensatory awards where necessary to implement its decision.
- E. The arbitration award shall be final and all parties shall abide by same and is enforceable under the laws of the state of New Jersey.

4. Arbitration Hearing Schedule

- A. The process to schedule an arbitration hearing shall be completed by the parties within thirty (30) days of receipt of the prospective dates from the neutral panel member.
- B. The hearing shall take place no sooner than thirty (30) days, but not later than eighty (80) days after the date of agreement on a hearing date by partisan panel members.
- C. If no agreement is reached on a hearing date, the neutral panel members shall, within five (5) days, impose a hearing date which can be no sooner than thirty (30) days or later than eighty (80) days from the day he imposes this hearing date. The partisan panel members are bound to accept this date.
- D. In all cases, no arbitration hearing shall be scheduled between July 1st - August 31, of any calendar year except by mutual agreement.

5. Appointment of Alternate Panel Member

In the event a possible conflict of interest exists involving one or both of the partisan panel members, or a long term illness occurs, which shall result in that partisan panel member's unavailability for a period of twenty-one (21) consecutive calendar days which shall include the date of the hearing, the following provisions shall apply:

- A. The duly appointed panel member shall be required to remove himself from the panel prior to the commencement of the scheduled hearing.

- B. The party requiring use of an alternate shall notify the other party and the neutral panel member of the appointment of an alternate panel member by certified mail, return receipt requested, no later than seven (7) days prior to the date of the arbitration hearing. In the event of death or any other unforeseen catastrophic occurrence the time frame set forth as written in this paragraph shall be waived and the hearing date shall be canceled. The panel members shall be notified immediately via telephone by the panel member(s) requesting cancellation, followed by written confirmation, within twenty-four hours, of the reason for the cancellation. The neutral panel member shall be empowered to schedule a new hearing date. The arbitration hearing shall be held no later than thirty (30) days from the canceled date.
- C. An alternate from CASA and/or the District shall be appointed to serve as panel member if any of the following events occur:
 - 1. Requirement to testify as a witness during the hearing;
 - 2. Receive direct monetary benefit as result of the award;
 - 3. Receive a direct benefit as a result of the award;
 - 4. The subject matter of the grievance falls within the panel member's jurisdiction and authority as an employee of the District.
- D. The alternate panel member shall serve for the duration of the specific grievance. In no case shall the alternate panel member become permanent, unless the individual is appointed within one week after the ratification of the new contract.
- E. A given individual may serve as an alternate as many times as designated by the appointing party.

Section D – GENERAL INFORMATION

- 1. All grievances filed by CASA or involving matters of general application shall be processed initially in accordance with step 2 of Article III.
- 2. All grievance hearings shall be held after the school time of all personnel involved, unless a mutually acceptable time is agreed upon.
- 3. Fees and expenses of the neutral panel member shall be borne equally by the District and CASA.
- 4. The time lines of any step of the grievance procedure are subject to modification by mutual consent.
- 5. The charges and/or modifications in this current grievance procedure shall become effective after the ratification of this contract by the District and CASA.

6. Any grievance initiated prior to the ratification of the contract by the parties shall be processed and governed by the existing language in the contract in force at that time.
7. If the District fails to meet stipulated time limits, the grievance shall proceed to the next step.

Section E - DISCIPLINARY MATTERS AND PERSONNEL FILE ENTRIES

1. No CASA personnel shall be either suspended or discharged except in strict compliance with Title 18A of the Statutes of the State of New Jersey.
2. No non-tenured personnel shall be removed or dismissed from his position involuntarily during the period of his appointment to said position unless an informal conference has been held between the personnel and his representative and with the appropriate administrator. The personnel shall be appraised in writing five (5) days before the conference of the reasons for his involuntarily removal or dismissal from the position and shall be given an opportunity to respond at the conference. Both the personnel and his representative shall be granted administrative leave at full pay to attend this conference.
3. If any personnel serving in an acting capacity for a full year or longer has not had such acting employment renewed, the personnel may request within thirty (30) days and shall be granted a conference within ten (10) working days of the receipt of his request with the appropriate State District Superintendent or designee of the State District Superintendent to review the reasons for non-appointment.
4. In cases involving conferences concerning the disputed evaluation of a member of the bargaining unit or in other matters of dispute, said individual may be accompanied by either a CASA representative or a member of the parent national and/or state organization with which CASA is affiliated, if he so desires.
5. Each member of the CASA personnel shall be given a copy of any written entries from any superior and from the Department of Human Resource Services, including evaluations, made with respect to him within five (5) working days of an entry having been placed in the personnel files.
6. The principle of just and proper cause shall apply to all other disciplinary matters, including adverse personnel file entries concerning the personnel.
7. Official files of all CASA personnel shall be maintained under the following conditions.
 - A. The personnel shall receive a copy of all materials regarding his conduct, service, character, or personality which are to be placed in his file. He shall acknowledge that he has read such material by affixing his signature to the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.

- B. The personnel shall have the right to answer in writing any material filed, and such answer shall be attached to the file copy.
 - C. Upon request, the personnel shall be permitted to examine his file.
 - D. The personnel shall be permitted to reproduce any material in his file, at his cost.
 - E. There shall be only one personnel file for each CASA eligible, and this file shall be housed at the Division of Human Resource Services within the District Administration Offices.
8. All personnel, whenever summoned by a superior to discuss matters involving contemplated disciplining of said personnel, shall have the right to refrain from such discussion until a representative of CASA is present; and no such disciplinary penalty will be effectuated prior to such discussion except in an emergency situation.
 9. The District agrees to continue its policy of treating personnel files as confidential.
 10. All documents, communications and records dealing with the processing of a grievance involving CASA personnel shall not be kept on file in the personnel file of the CASA personnel.
 11. Any CASA unit member with tenure rated unsatisfactory and recommended for increment withholding shall be notified in writing of the recommendation pursuant to law. Said member shall receive notification of the recommendation to withhold the increment by certified mail return receipt requested.

ARTICLE IV

Sabbatical Leaves

Section A

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

Section B

The personnel shall also be eligible for sabbatical leave of absence for one (1) year at half salary for rest and recreation at any time after fourteen (14) years of total service in the Newark

Public School, except that the two (2) year provision contained in Section A of this article shall be equally applicable to sabbatical leaves of absence for rest and recreation.

Section C

The leaves set forth in Section A, and B, of this article shall be granted annually, depending on the availability of funds, at the recommendation of the State District Superintendent.

Section D

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

Section E

Applications for leaves provided hereinabove must be filed no later than March 1 for leaves which will commence at the beginning of the ensuing school year and no later than October 1 for leaves which will commence February 1. Consideration will be given in special cases to applications filed at times other than March 1st and October 1st. Notification of action taken shall be within three (3) months of date of request.

Section F

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

Section G

Sabbaticals of CASA personnel shall begin as of July 1 and end as of June 30 of the following year, except for such special cases as are made upon request of the individual and favorably acted upon by the District following a favorable recommendation by the State District Superintendent

ARTICLE V

Other Leaves and Excused Absences

Section A - SICK LEAVE

1. All personnel shall be granted sick leave without loss of pay for illness for fifteen (15) days in each school year.
2. Unused sick leave days shall be accumulative without limit.
3. Any member of the personnel employed by the Newark Public Schools who by virtue of extended illness has exhausted all current and accumulated sick leave days may

apply for an extended sick leave with pay. Such application shall be processed and dealt with according to such policies and practices as are being implemented by the Newark Public Schools for all other members of the certificated instructional staff.

4. Any supplementary days which may be provided under Subsection 3 above shall in no case be cumulative.

Section B - PERSONAL LEAVE

1. All personnel shall be granted four (4) days leave for personal reasons without explanation in each school year without loss of pay.
2. Additional personal leaves may be granted by the State District Superintendent.
3. All unused personal days shall be converted to sick days at the end of the school year.

Section C - FAMILY ILLNESS

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

Section D - FUNERAL LEAVE

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

Section E - MATERNITY LEAVE

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

Section F - MILITARY LEAVE

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

Section G - FAMILY LEAVE ACT & FAMILY AND MEDICAL LEAVE

1. The employee shall have the option of using up to 4 weeks of unpaid leave under the FMLA.
2. The sequence of days to be used shall be determined by the employee.
3. Employees taking leave pursuant to either the New Jersey Family Leave Act (FLA) of the Federal Family and Medical Leave Act (FMLA) will be required to fulfill all the requirements of the Act selected, including when applicable, the inclusion of sick leave, personal leave, vacation days, etc. in the leave if such leaves qualifies under the act (s).
4. Permitted Purposes For Leave
FLA – Serious health condition of spouse, child, parent including parent in law, or the birth or placement for adoption of a child.

FMLA – Serious health condition of spouse, child or parent, or the employee’s own health condition, or the birth or placement for adoption or foster care of a child.

5. Seniority
Time spent to unpaid Family Leave pursuant to this Section will be considered as time worked for purposes of determining seniority.
6. Attendance Improvement Plan
Absence for approved FLA or FMLA leaves will not be included in the Attendance Improvement Program.

Section H - RESERVE DUTY

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

Section I - SUBPOENA, SUMMONS, JURY DUTY

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

Section J - QUARANTINES

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

Section K - MARRIAGES

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

Section L - BENEFITS

1. All personnel on leaves authorized by the District shall receive such benefits as are provided to other instructional employees who are on such leave; all benefits (fringe, etc.) shall be restored effective as of applicable re-enrollment dates immediately following reinstatement on the payroll after any leave involving a reduction in or termination of said benefits. It shall be the responsibility of each individual returning from such leave to complete and submit all applications for reinstatement to such benefits as are required by the District.
2. CASA unit members, on leave without pay, shall have the option to pay the premium to maintain their dental, optical, and drug benefits, upon such terms and conditions as the provider/carrier may require, during the period of such leave.

Section M - LEAVE FOR UNION CONVENTIONS AND SESSIONS OF LEGISLATIVE BODIES

1. Administrative leave of absence without loss of pay to attend conferences of the American Federation of School Administrators and of the New Jersey State Council of the American Federation of School Administrators, the New Jersey State AFL-CIO, and the Essex-Hudson Trades Council, not exceeding five (5) days in any one year per individual, shall be granted to duly qualified representatives of CASA.
2. Administrative leaves of absence, without loss of pay, to attend meetings of the Newark Municipal, Essex County, New Jersey State or Federal legislative bodies, shall be granted to duly qualified representatives of CASA upon written request by CASA to the State District Superintendent. Such requests shall be limited to two (2) CASA representatives per meeting.
3. Requests pertinent to Part 1 and 2 above shall be received by registered mail with a return receipt requested in the office of The State District Superintendent at least two (2) weeks prior to the date of the meeting, when time permits; and a timely response shall be made to CASA by the State District Superintendent. If no response from the State District Superintendent is received by CASA five (5) days prior to the meeting, the absence of a response shall mean approval.

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

Section N - LEAVE FOR UNION SERVICE

1. Leave of absence without pay shall be granted by the Newark Public Schools to members of the bargaining unit upon their personal request and that of CASA in order to work for CASA or for one of its parent organizations. No more than two (2) such leaves of absence shall be granted at any one time. Such leaves shall be granted for a period of not more than one academic year and shall be renewed upon request of the employee and by certification of CASA.
2. When an individual granted such leave of absence returns to regular employment with the District, he shall be placed at the step of the salary schedule that he would have attained had he been continually employed during such absence. There shall be no loss of seniority earned as of the date of the commencement of the leave or any other right available to him under the law or the terms of this agreement because of such leave of absence. The period of leave shall not be included in computing length of service for the time required to attain tenure.
3. Any employee granted such leave of absence shall have the right to have maintained on the same basis as all employees his participation in any employee welfare plans available to District employees for hospital costs, medical-surgical benefits, major medical insurance, or any other such benefits upon regular payment on his behalf to the office of the Executive Controller of amounts sufficient to cover the cost to the Newark Public Schools for continued participation in such employee welfare plans, provided the District insurers will permit it.

Section O - NEGOTIATIONS ON SCHOOL TIME

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

Section P – EARLY RELEASE

CASA unit members who are twelve month employees and who are members of the CASA Executive Board shall be granted early release (2:45 p.m.) no more than twice per month to attend CASA business meetings. As of the date of the execution of this agreement, there are four (4) twelve (12) month employees who are members of the CASA Executive Board. Under no circumstances, notwithstanding any change that CASA may make in its organizational structure, shall the provisions of this paragraph apply to more than four (4) individuals. CASA

shall provide the District with the names of the four (4) individuals, as the case may be, who are designated for early release here under.

ARTICLE VI

Agency Shop Clause

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

ARTICLE VII

Termination Payments

Section A – JOINT REVIEW

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

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

Section B – RESIGNATION: 25 YEARS PLUS OF SERVICE

Effective February 1, 1986: In the event a CASA unit member resigns after twenty-five (25) years of service or more, exclusive of the District approved unpaid leaves in excess of thirty (30) calendar days and inclusive of time spent on the FLA and/or FMLA, he shall receive payment for unused accumulated sick days; such days compensable at the rate of one (1) full day for each four (4) days of accumulated sick days at the rate of 1/220th of the member's current salary.

Section C – RESIGNATION, RETIREMENT OR TERMINATION PRIOR TO END OF WORK YEAR

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

Section D – VACATION DAYS UPON DEATH

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

Section E - REDEMPTION OF SICK DAYS UPON RETIREMENT AND REDEMPTION OF SICK DAYS ACTIVE EMPLOYEES

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

1. One (1) full day for each four (4) days of accumulated sick leave, at the rate of 1/200, with a cap of 300 sick days.
2. Effective July 1, 1998 through June 30, 2000 covered employees who retire will be entitled to receive one (1) day's pay for each three (3) accumulated sick days, at the rate of 1/200 with a cap of three hundred (300) sick days.
3. Effective July 1, 2000, and each year thereafter covered employees who retire will be entitled to receive one (1) days pay for each three and one-half (3½) accumulated sick days at the rate of 1/200 with a cap of three hundred (300) sick days.
4. Individuals who provide at least 90 days notice prior to their date of retirement and retire on July 1 shall receive reimbursement for unused sick days at the rate of one day for every three days at the rate of 1/200th with a cap of 300 days.

Prior to the end of each school year, a unit member shall have the option to convert twenty (20) accumulated sick days and four (4) personal days at a rate of one full day's pay for every three days of accumulated sick and personal days (to a maximum of twenty four (24) days). Such days shall be calculated at a rate of 1-200th of the member's current salary. Notification to use this conversion option shall be submitted to the Personnel Director of Human Resource Services in writing with the final time report in June of each year indicating the number of annual unused sick days and personal days to be converted.

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

Upon retirement or resignation a CASA unit member shall have the additional option of receiving the value of his accumulated sick days paid out in one of three (3) options.

- A. In accordance with the existing procedure as set forth in Article VII of the contract.
- B. For amounts in excess of \$5000 but less than \$10,000 in two equal payments, one per year, on the second pay day in January in each of the two (2) successive years after the date of actual resignation or retirement from the school district.
- C. For amount in excess of \$10,000, in three (3) equal payments, one per year, on the second pay day in January in each of the two successive years after the date of actual resignation or retirement from the school district.
- D. In the event the individual dies prior to the receipt of all monies owed to him/her, said balance of monies shall be paid in full to the estate or designated beneficiary. All monies paid to the CASA unit member shall be calculated as per the existing language of Article VII of the contract entitled Termination and Payments.

The District and CASA shall cooperate and agree upon a procedure to implement those items listed above as options A, B, C and D.

ARTICLE VIII

Transfers

Section A - VOLUNTARY TRANSFERS

1. Definition of Vacancy

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

2. Procedures effective from September 1 through June 10th.

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

3. Procedures effective from June 11th through August 31st .

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

4. Members of the personnel who wish to apply to transfer to any other location shall submit their request in writing to the Personnel Director of Human Resource Services; and such application shall include, in order of preference, the school or schools desired.
5. Selection shall be based on consideration of qualifications, seniority, personal preference of the applicant, integration of staff, and the welfare of children and the community. Action on applications for transfers shall be made for good cause and shall in no case be based on any personal bias or vindictiveness against the applicant. Consideration of such applications for voluntary transfers shall be made prior to the consideration of any individuals in existing promotional pools.
6. Upon request, any member of the personnel who has applied for but has not been granted a transfer will be given an explanation in writing by the Personnel Director of Human Resource Services.

Section B - INVOLUNTARY TRANSFERS

When an involuntary transfer of the personnel occurs, the individual and/or CASA has the right to request and be granted a meeting with State District Superintendent. In all cases there will be a minimum of seven (7) school days between notification of the contemplated transfer and the actual transfer, unless otherwise agreed. The CASA personnel shall be given an explanation in writing indicating the reason for the transfer.

ARTICLE IX

Period of Service

Section A - ADMINISTRATORS WHO WORK ON SCHEDULING

Scheduling vice principals will complete their assigned work within their normal work year (10 months, 20 days) with the provision that they may work at pro rata salary for an additional five (5) days if approved by the Superintendent.

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

ARTICLE X

School Year, School Days and Holidays

Section A – COMMENCEMENT OF SCHOOL YEAR

The school year of the personnel directly assigned to schools shall commence two (2) days prior to the day all teachers report to school, except that no personnel in this category shall be required to report in August (except as indicated in Section D of this Article). Effective September 1, 2004, the work day of personnel directly assigned to schools shall be increased by 10 minutes.

Section B – TERMINATION OF SCHOOL YEAR

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

Section C – ADDITIONAL DAYS OF SERVICE

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

Section D – SCHOOL YEAR REPORTING DATES

1. CASA and the District agree that Principals shall report to work on the first Monday in August of each school year, except for extenuating circumstances as mutually agreed to by the parties.
2. Principals shall work the negotiated two hundred seventeen (217) days each school year.
3. CASA and the District agree that Vice Principals and Department Chairpersons shall report to work on the second Monday in August of each school year, except for extenuating circumstances as mutually agreed to by the parties.
4. Vice Principals and Department Chairpersons shall work the negotiated two hundred seven (207) days each school year.

Section E – PARENT/TEACHER CONFERENCE

Personnel directly assigned to schools shall be required to attend two (2) district wide parent-teacher conferences per school year. These parent-teacher conferences shall be scheduled on the staff professional development days when schools are closed at 1 p.m. for students. The

parent-teacher conferences shall end by 7 p.m. There shall be one (1) parent-teacher conference scheduled prior to February 1 of each school year and one (1) parent-teacher conference scheduled after February 1 of each school year.

Section F - PAY DATES/PAY OPTIONS

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

	2003-2004	2004-2005	2005-2006
July	18*	16*, 30*	15*, 29*
August	1*, 15*, 29	13*, 27	12*, 26
September	12, 26	10, 24	9, 23
October	10, 24	8, 22	7, 21
November	7, 21	5, 19	4, 18
December	5, 19	3, 17, 30	2, 16, 30
January	2, 16, 30	14, 28	13, 27
February	12, 27	11, 25	10, 24
March	12, 26	11, 24	10, 24
April	8, 23	8, 22	7, 21
May	7, 21	6, 20	5, 19
June	4, 18, 25*	3, 17, 24**	2, 16, 30
July	1*	1*	

* Twelve (12) month personnel only

** Vice Principals and Department Chairpersons only

Each check for twelve (12) month personnel shall represent 1/26 of their annual salary.

Each check for ten (10) month twenty (20) days personnel shall represent 1/23 of their annual salary.

4. The above schedules of pay dates are subject to change to accommodate scheduled holidays and other school closings.
5. CASA personnel shall have the option of receiving their salary on an eleven (11) or twelve (12) month basis provided the personnel make a written request for the eleven or twelve month option no later than July 31st for the ensuing year.
6. Escrow checks for the twelve (12) month option will be distributed on the last work day. These last four (4) checks will be printed, dated and given to the individual on the last day of school.

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

Section G - VACATIONS

1. Effective July 1, 2001, Directors, Assistant Directors, Coordinator of Data Processing, Supervisors, and Curriculum Specialists shall be entitled to twenty (22) days of annual paid vacation to be elected as consecutive working days with the approval of the State District Superintendent. If an individual does not use his/her allotment of vacation days within a given year that individual may be permitted to carry the unused vacation days to the next fiscal year. In no case shall the individual be permitted to carry over more that twenty two (22) vacation days, except in paragraph two (2) below. Principals shall receive twenty (20) vacation days with a maximum carry over of twenty (20) vacation days.
2. If for reasons beneficial to the operation of the Newark School District, as determined by the State District Superintendent, any Director, Assistant Director, Coordinator of Data Processing, Supervisor, or Curriculum Specialist required to work during an approved vacation period, that individual must apply for vacation at another time of the year. An individual who has vacation days approved and subsequently denied by his/her superior and such denial places that individual in a position where the individual has more than twenty two (22) days vacation accrued on June 30th of the year in question, that individual will be entitled to either trade in vacation days in excess of twenty two (22) at the appropriate daily rate of pay or carry all accrued vacation days to the following fiscal year. The decision to be paid for the vacation days in excess of twenty two (22) or to carry over all vacation days to the following fiscal year will be made by the State District Superintendent.

ARTICLE XI

Supervision of Student Activities

Section A - ELIGIBILITY

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

Section B - COMPENSATION

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

ARTICLE XII

Rules, Practices and Renegotiations

1. The District shall make no changes in existing Newark School District's rules, regulations, policies, or practices relating to the wages, hours, and terms of employment of the personnel, not specifically covered by this agreement, without prior review with and the agreement with CASA, provided that any existing rule, regulation, policy, or practice in conflict with the provisions of this agreement shall be deemed amended or superseded by such provision, as the case may be.
2. In order to avoid the salary placement of subordinate employees on a schedule of salary greater than the salary of the persons who shall supervise them, the District and CASA agree, that when the salary of the subordinate shall exceed the salary of the superior by virtue of the state's mandated minimum teacher's salary, the parties to this agreement shall reopen negotiations as to salary only. It is understood by and between the parties that this agreement shall only operate as a salary reopener if, and when, the implementation of the state's minimum salary shall be the cause of the subordinate's salary placement which shall exceed that of the salary placement of the superior.

ARTICLE XIII

Terms of Employment - General

Section A – LUNCH PERIOD

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

Section B - COPIES OF BOARD AGENDA

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

Section C - USE OF FACILITIES

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

Section D – SPACE AND EQUIPMENT

The personnel shall be provided with adequate space and reasonable equipment to

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

Section E – CASA COMMITTEE REPRESENTATIVES

1. CASA shall select the representatives to serve on any committees established through negotiations.
2. The President of CASA may submit to the State District Superintendent recommendations of representatives for any other committees established by the State District Superintendent which include administrative participants. The State District Superintendent shall inform the President of CASA of the establishment of such committees.
3. The District's joint committee on discipline shall include two (2) members selected by CASA.
4. The District's monthly Oversight Committee on Special Education shall include two (2) members selected by CASA.

Section F – INFORMED OF REASON, PRIOR TO MEETING

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

Section G – SUFFICIENT TIME FOR REPORT PREPARATION

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

Section H – CASA PROFESSIONAL IMPROVEMENT FUND

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

The District expenditure will be \$75,000 for each remaining year of the contract, effective July 1, 2004, through the duration of the contract. The funds are to be utilized during

the year and to the amount indicated for each year. Any funds unexpended in the Professional Improvement Fund shall be redistributed by the Professional Improvement Committee pursuant to the guidelines it shall establish for this purpose. Redistribution shall be made only to individuals who have unreimbursed expenses. Reimbursement shall be determined by the Professional Improvement Committee and reimbursements shall not be made for amounts less than ten (\$10) dollars. Reimbursement shall be completed prior to the end of the fiscal year.

Section I - COMPENSATION FOR TRAVEL

1. All CASA personnel shall be compensated at the prevailing IRS rate when they use their personal automobiles in the performance of official business. Personnel who use public transportation shall be reimbursed for costs incurred.
2. Procedures - Mileage Allowance.
 - 2.1 The mileage allowance shall apply to all CASA personnel in the following situations:
 - A. Meetings where attendance is required. These meetings must be authorized by the State District Superintendent, State District Deputy Superintendent, or Assistant Superintendent or any other District employee vested with the authority to conduct such meetings.
 - B. Performance of official business (e.g. upon direction from the State District Superintendent or the Assistant Superintendent) by CASA personnel who in the course of their duties are required to travel.
 - C. Personnel who use public transportation shall be reimbursed for costs incurred in above situations.
 - D. For the purpose of computation, the departure point shall be the individual's work location.
 - E. In cases where CASA personnel are required to report from their homes to a specific location to carry out mandated responsibilities beyond the close of the regular school day, the points of departure and return, for the purpose of computation of mileage allowance, shall be the person's home.
 - 2.2 The mileage allowance shall be IRS allowance and shall be payable within thirty (30) working days from the submission of voucher to the Assistant Superintendent. The reimbursement allowance shall be paid by separate check.
 - 2.3 Vouchers for reimbursement shall be prepared on a monthly basis. These vouchers shall be submitted to the Assistant Superintendent for review and approval by the fifth (5th) day of the month. If such vouchers have not been acted upon within five (5) working days after submission to the Assistant Superintendent, they shall be forwarded to the Accounting Department for payment.
 - 2.4 The mileage allowance is reimbursement for the use of a vehicle within the specifications of the IRS code.

Section J - PERSONNEL PERFORMANCE EVALUATION AND FILES

1. When evaluations involve visitations, they shall be done openly and with the knowledge of the personnel being observed. Every written evaluation of the performance of any personnel shall be signed by the individual who makes the evaluation.
2. If a U rating is given, it is the obligation of the evaluator to make specific recommendations for improvement. In the event of a strong difference of opinion, the personnel rated U may request an evaluation by another properly authorized individual.
3. The District will continue its policy of not using any type of mechanical or electronic device for the purpose of monitoring or recording the performance of any personnel.
4. Evaluations shall not be placed in the file of any of the personnel unless the personnel has had the opportunity to read the material. The personnel shall acknowledge that he has read such material by affixing his signature on the copy to be filed. Such signature shall merely signify that the personnel has read the material and is not to be construed that he necessarily agrees with its contents. If the personnel refuses to sign, that fact shall be noted, dated, and witnessed.
5. Each personnel shall be given a copy of each written evaluation.
6. Any of the personnel represented by CASA shall have the right to inspect all items in his personnel file, and he shall also have the right to include in that file any information or material which he considers germane, within reason.

Section K - ASSIGNMENT FOR PERSONNEL IN SCHOOLS

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

Section L - UNION REPRESENTATION

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

Section M - CIVIL ACTION, CRIMINAL ACTION & PERSONNEL COMPENSATION

1. Negligence - Whenever any civil action has been or shall be brought against any personnel for any act or omission arising out of and in the course of the performance of the duties of such personnel, the District shall indemnify the costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefore in accordance with present law or subsequent amendments of such

law; and the Newark School District may arrange for and maintain appropriate insurance to cover all such damages, losses or expenses.

2. Assault - In the event any criminal action is instituted against a member of the personnel for any act or omission and should such proceeding be dismissed or result in a final disposition in favor of such member of the personnel, the District shall reimburse that person for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals, in accordance with present law or subsequent amendments of such law.
3. Compensation
 - A. Whenever any member of the personnel, entitled to sick leave, is absent from school as a result of personal injury caused by an accident arising out of and in the course of his employment, the District shall pay to such member of the personnel the full salary or wages for the period of such absences for up to one calendar year without having such absences charged to annual sick leave or accumulated sick leave.
 - B. Any amount of salary or wages paid or payable to the member of the personnel as a result of this provision shall be reduced by the amount of any Workmen's Compensation Award made for temporary disability.
4. The personnel shall immediately report to the appropriate Assistant Superintendent any and all incidents involving personal injuries or property damages as concerned with their employment.

Section N - CONSULTATION SCHOOL CALENDAR

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

Section O - STAFFING LIST

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

Section P - COPIES- CIRCULAR, BULLETINS AND DIRECTIVES

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

Section Q - MODIFICATIONS-BOARD POLICY AND RULES

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

Section R - COPIES- BOARD ACTION AGENDA AND MINUTES

1. At least one (1) copy of the District action agenda shall be forwarded to each school and Central Office and department location within the week following the District action meeting.
2. The District action minutes shall be forwarded to each school and Central Office and department location as they become available.

Section S - EMERGENCY CONTINGENCY PLAN

1. The District and CASA agree that, in the event of a strike by other employees or any other emergency which causes an unusual shortage of available non-supervisory staff, the District:
 - A. Will not assign CASA personnel to any classroom instructional activities which are not part of their regular duties.
 - B. Will pay CASA personnel a per diem stipend based upon their daily pay rate for every “make-up” or extra instructional day as that is added to the school year as a result of the emergency.
 - C. Will pay CASA personnel on a pro-rata basis, in the event that they are required to render services before or after the normal school day as a result of the emergency.
 - D. Will not order, direct, require, or take any other action which will place any CASA personnel in a situation in which his personal or professional health and safety are endangered.
 - E. Shall not degrade the professionalism of CASA personnel during any labor strike by directing them to take photographs, movies, or other audio and/or video recordings of those engaged in a labor action; nor shall the District cause CASA personnel to serve subpoenas or other legal documents upon those engaged in a labor action.
 - F. Shall require that CASA personnel prepare and/or provide reports to the appropriate Assistant Superintendent regarding the activities and status of their school or Central Office location. These reports shall include, but not be limited to, numbers of staff and students on site, all activities on school property, special problems and/or conditions that may exist at their particular location.
2. The District and CASA agree that, in the event or imminence of a strike by other employees or any other emergency which causes an unusual shortage of available non-supervisory staff, the Newark School District will name a representative who shall maintain close and constant communication and consultation with the President

of CASA or his designee. The Newark School District's representative shall have the authority and responsibility to take any action necessary to improve and/or remedy any unnecessary or inequitable impact of the strike or other emergency on safety, work load, and other terms and conditions of employment of members of the CASA collective bargaining unit.

Section T - ATTENDANCE GRIEVANCE HEARING

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

1. Written notice of the hearing with a return receipt requested shall be provided to the principal no less than forty-eight (48) hours prior to the date of the scheduled hearing;
2. Hearings scheduled at the State District Superintendent's level are convened by the assigned hearing officer no later than thirty (30) minutes after their scheduled work day; and;
3. Hearings scheduled at the District level are convened by the assigned hearing officer no later than 4:00 p.m. on the date of the hearing.

Section U - REPORTING TO SCHOOL END OF DAY

1. In the event a twelve (12) month CASA unit member is assigned by his superior/supervisor to report to a school and the reason for the assignment to report requires the employee to be present at the close of the school day, he shall not be required to return to the central office or department location.
2. This provision shall not apply to an instance where the employee has advance knowledge of a scheduled meeting or circumstances where his presence at the central office or department location is required subsequent to the close of the school day.

Section V – TUITION REIMBURSEMENT

1. The Newark Public Schools agrees to reimburse the cost of tuition not to exceed two hundred and fifty dollars (\$250) per credit for courses receiving prior approval from the Tuition Reimbursement Committee (TRC). The TRC shall be comprised of the Professional Improvement Fund Committee and two District appointments. The initial phase of the tuition reimbursement program will have begun as of July 1, 2004. The application and approval process for this initial phase is outlined in the CASA Tuition Reimbursement Program (CTRP).

To be eligible for tuition reimbursement course (s) shall be:

- a. At the graduate level that will improve the CASA members' ability in areas that allows them to function better in their capacity in which they are employed or to advance in the educational field.
- b. In an area particular to which the CASA members may be assigned within the district.

Courses must be offered by an accredited college or university and listed in the college or course catalogue. Credit and approval for programs outside the regularly sponsored graduate university scheduled/program (such as the undergraduate level) may be approved on an individual basis by the Deputy Superintendent of Schools whose decision is final and not subject to the grievance procedure.

Courses that shall be approved for reimbursement include, but are not limited to, study in the following areas:

1. Teaching Skills
 2. Values clarification
 3. Learning theory
 4. Writing across content areas
 5. Critical thinking skills
 6. Curriculum development
 7. Classroom management
 8. Contemporary social issues
 9. Subject matter course (s) in the CASA member's area (s) of certification
 10. Courses outside CASA members' area of certification that relate to the CASA member's course (s) of study. (i.e. technology courses that would enhance the ability of one to perform his/her duties)
 11. Administration and supervision
 12. Drug and alcohol abuse awareness
 13. Suicide awareness
 14. School law
 15. Contemporary health issues awareness
 16. Computer literacy
 17. Development psychology
2. Application forms for tuition reimbursement shall be submitted no later than forty-five (45) calendar days prior to the beginning of the college academic term.
 3. Effective January 1, 2005, written approval for tuition reimbursement must be received from the TRC prior to registration on a prescribed form available at the Office of Staff Development.

One hundred percent (100%) payment for tuition reimbursement shall be forthcoming within forty-five (45) days upon receipt of official evidence of satisfactory completion of coursework. For the purpose of this program satisfactory is equivalent to a 'B' or better. Fifty percent (50%) reimbursement will be for a grade of 'C'. For courses requiring a pass/fail score there shall be one hundred percent (100%) reimbursement for pass and zero percent (0%) reimbursement for fail. CASA members will be limited to nine (9) credits per year.

Effective July 1, 2004, the Newark Public Schools shall allocate a sum of fifty thousand dollars (\$50,000) for the 2004-2005 school year and fifty thousand dollars (\$50,000) for the 2005-2006 school year. These funds shall not accumulate or carry over from one year to the next. The approval of tuition reimbursement applications will be given on a first come first served basis until the allocations has been fully committed except in areas

mutually agreed to by CASA and the district. CASA members approved for tuition reimbursement shall forfeit the value of the reimbursement if the member resigns/retires from the district within three (3) years of the date the member received the reimbursement. A member shall not receive reimbursement for such course (s) if he/she indicates in writing the intent to leave the district prior to receipt of notice of official satisfactory completion of the course. The TRC will meet as needed to review the program.

Section W – BULLETIN BOARDS

The District 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, (except in unusually small offices which lack adequate space) but not less than the size of those bulletin boards which are currently in place for the exclusive use of CASA in an easily visible position in the main office of every school building, and in other work locations of CASA members. CASA agrees that it will at no time use such space for posting any material that are unethical, unprofessional, or in violation of law.

Section X – PRESS RELEASES

The District shall supply CASA with copies of all press releases at the time of their release. CASA shall be invited to all press conferences held by the District.

ARTICLE XIV

Principals

Status and Terms of Employment

Section A – PRINCIPAL RESPONSIBILITIES

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

Section B – VISITING STAFF MEMBERS

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

Section C – EMERGENCY SITUATIONS

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

Section D – ADMINISTRATIVE STUDENT PLACEMENT

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

Section E - REQUEST FOR SURVEYS, REPORTS AND INFORMATION

1. All new or revised procedures must be approved by and issued from the office of the State District Superintendent, the State District Deputy Superintendent, or the appropriate Assistant Superintendent in charge of the school.
2. All surveys, reports and information requested from the Principal shall be channeled through the office of the State District Superintendent, the State District Deputy Superintendent or the appropriate Assistant Superintendent in charge of the school. In order to follow the line authority, no other District personnel shall issue any directives or impose additional requirements.

Section F - SCHOOL BUDGET

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

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

Section G - REQUEST TO HAND CARRY ITEMS

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

Section H - CLASS COVERAGE

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

Section I - STAFFING FORMULAS

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

Section J - EVALUATION

Principals are to be evaluated solely by the State District Superintendent, or the appropriate Assistant Superintendent.

Section K - LIST OF ADMINISTRATIVE ASSIGNMENTS

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

ARTICLE XV

Vice Principals

Status and Terms of Employment

Section A - VICE PRINCIPAL RESPONSIBILITY

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

Section B - ABSENCE OF PRINCIPAL

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

ARTICLE XVI

Directors, Assistant Directors, Supervisors, Curriculum Specialists

Status and Terms of Employment

CASA personnel appointed to twelve month positions of director, assistant director, supervisor and curriculum specialist shall function as staff officers operating under the direction of the State District Superintendent through the appropriate Assistant Superintendent, to further the instructional programs of the schools.

SECTION A - DIRECTORS

1. All Directors shall meet at least once a month with the Assistant Superintendent to whom they report. Such meetings will be held for the purpose of discussion of their respective programs.
2. Directors shall be responsible for conducting the work of their respective departments, including assignment of assistant directors and supervisors, with the approval of the appropriate Assistant Superintendent.
3. The primary function of directors shall be the improvement of instruction and service in their respective areas of specialization.
4. Directors shall confer with principals, vice principals and appropriate department chairpersons with regard to facilities, program content, teaching performance and staffing and shall make such recommendations as they may deem pertinent.
5. Directors may, whenever they may deem it necessary and with the knowledge of the Principal, hold conferences with individual teachers or groups of teachers to review matters relating to the improvement of instruction within their areas of specialization, providing that such meetings do not conflict with the daily schedules of the teachers involved.
6. Directors, when visiting a school and present in that school at the end of the day, shall be available for consultation with administrators and appropriate department chairpersons and teachers of that school.
7. Directors shall not be required to cover any school classes in the absence of a teacher except in cases of emergency as defined by the State District Superintendent.

8. Directors are to be evaluated solely by the State District Superintendent or the Assistant Superintendent to whom they are directly responsible.
9. In case of the temporary absence of a supervisor for more than one (1) calendar month (or less if deemed advisable by the appropriate Assistant Superintendent) a teacher in the district possessing supervisory certification, with appropriate teaching certification in the area of specialization, may be recommended by the department director to serve on an acting basis upon the approval of the appropriate Assistant Superintendent.

SECTION B - ASSISTANT DIRECTOR

1. The Assistant Director shall meet at least once a month with the director to whom he/she reports. Such meetings will be held for the purpose of discussion of their respective programs.
2. The Assistant Director shall be responsible for assisting the department director in conducting the work of the respective department.
3. The primary function of the Assistant Director shall be to assist department Directors in the improvement of instruction and service in their respective areas of specialization.
4. The Assistant Director shall confer with principals, vice principals and appropriate department chairpersons with regard to facilities, program content, teaching performance and staffing and shall make such recommendations as they may deem pertinent.
5. Assistant Directors may, whenever they deem it necessary and with the knowledge of the Principal, hold conferences with individual teachers or groups of teachers to review matters relating to the improvement of instruction within their areas of specialization, providing that such meetings do not conflict with the daily schedules of the teachers involved.
6. Assistant Directors, when visiting a school and present in that school at the end of the day, shall be available for consultation with administrators and appropriate department chairpersons and teachers of that school.
7. Assistant Directors shall not be required to cover any school classes in the absence of a teacher except in cases of an emergency as defined by the State District Superintendent.
8. Assistant Directors shall be evaluated by the Director and/or the appropriate Assistant Superintendent to whom they report.
9. Implementation of compensation for this service shall be in accordance with Article XXVI, entitled Promotional Salary Determination and Adjustment as written in the District/CASA agreement and retroactive to the commencement of the Director's or Assistant Director's absence.

SECTION C - SUPERVISOR

1. In case of the temporary absence of a Supervisor for more than one (1) calendar month (or less if deemed advisable by the appropriate Assistant Superintendent) a teacher in the district possessing supervisory certification, with appropriate teaching certification in the area of specialization, may be recommended by the department Director to serve on an acting basis upon the approval of the appropriate Assistant Superintendent.
2. Supervisors shall visit schools for the purpose of improving the instruction of teachers in their areas of specialization. Supervisors shall confer with principals in the area of their specialization concerning facilities, programs, and the work of teachers, making such recommendations, as they may deem advisable. The Supervisors may, whenever they deem it necessary and with the concurrence of the Principal, hold conferences with individual teachers or groups of teachers to review matters relating to the improvement of instruction within said schools.
3. Supervisors shall continue to visit the schools where required, for the purpose of evaluating within their specific areas of expertise, itinerant and/or ancillary instructional staff who come under their direct responsibility through a Central Office department.
4. Supervisors shall not be required to cover any school class assignments or administrative assignments except in emergencies as defined by the State District Superintendent.
5. All Supervisors shall meet at least once a month with their respective Directors. Such meetings should be held for the purpose of review of respective duties and responsibilities.
6. Supervisors shall be evaluated by the Director of their respective areas of responsibility.

Section D - CURRICULUM SPECIALISTS

1. Curriculum Specialists shall not be required to cover any school class assignments, or administrative assignments except in cases of emergency as defined by the State District Superintendent.
2. Curriculum Specialists are to be evaluated by the Director of the Office of Curriculum and Instructional Services.
3. Curriculum Specialists shall be represented on those committees established by the District and/or Central Office Administration engaged in the development and/or revision of curricula for the District. Such representative(s) shall be recommended by

CASA. The State District Superintendent or designee retains the right to assign curriculum members of the committee.

ARTICLE XVII

DEPARTMENT CHAIRPERSONS, DEPARTMENT CHAIRPERSONS - ATHLETICS, HEAD GUIDANCE COUNSELORS

Status and Terms of Employment

Section A - DEPARTMENT CHAIRPERSONS AND HEAD GUIDANCE COUNSELORS

1. Each section of the article pertains equally to Department Chairpersons and Head Guidance Counselors, except as otherwise provided.
2. Department Chairpersons and Head Guidance Counselors are responsible to the principals and vice principals of their respective schools.
3. The primary responsibility of Department Chairpersons and Head Guidance Counselors shall be the organization, administration and supervision of the departments to which they have been assigned.
4. They will assist in the assignment and evaluation of the total performance of their teachers and counselors.
5. They will be responsible for curriculum development and the improvement of instruction. They will be responsible for the ordering and the care and control of supplies and equipment of the departments to which they have been assigned.
6. Department Chairpersons shall be responsible for assisting the Principal and Vice Principals and shall share with them in school-wide duties, including corridor supervision, cafeteria supervision, disciplinary responsibilities, school committee assignments and assisting in the implementation of school-wide policies under the direction of the Principal and Vice Principal.
7. In order to guarantee maximum effective supervisory services in all secondary schools, Department Chairpersons in the secondary schools shall be assigned as follows.
 - A. Those supervising up to nine (9) teachers shall be assigned to not more than two (2) periods per day to the regular teaching of classes.
 - B. Those supervising ten (10) or more teachers, but not more than fifteen (15) teachers, shall be assigned to not more than one (1) period per day to the teaching of classes.

- C. Those supervising sixteen (16) or more teachers shall be assigned to full time supervisory activities.
8. The Head Guidance Counselor of each secondary school shall not be assigned to any teaching duties.
 9. Department Chairpersons shall not ordinarily be scheduled to teaching duties during the first or last period of their school day.
 10. The Department Chairperson shall receive a copy of any written evaluations made of teachers in his/her department.
 11. The work day of Department Chairpersons and Head Guidance Counselors shall be commensurate with that of the normal administrative work day in the Newark secondary schools.
 12. During this service the Department Chairpersons shall be compensated in accordance with Article XXVI entitled Promotional Salary Determination and Adjustment as written in this District/CASA agreement and retroactive to the commencement of the Vice Principal's absence.

Section B - DEPARTMENT CHAIRPERSON-ATHLETICS

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

1. The department Chairperson-Athletics shall be required to work the same numbers of hours biweekly as do all other chairpersons. However, the hours shall be flexible in order to enable the program of extra-curricular athletics, both intramural and interscholastic developed at each school to be successfully implemented (after school, weekends and evening).
2. Each Department Chairperson-Athletics shall be provided adequate space in the school to which he is assigned and shall be provided direct private communication with the office of that building as well as facilities and other equipment to conduct the required work of the position.
3. Each Department Chairperson-Athletics shall sign in and out at the school to which he is assigned.
4. Each Department Chairperson-Athletics shall not be required to teach classes.
5. Department Chairperson-Athletics shall work 10 months, 20 days. Any days beyond 10 months, 20 days shall be paid pro-rata in accordance with District/CASA contract.

6. Department Chairperson-Athletics assigned to a high school shall report to the Principal/Vice Principal of that school.
7. Basic functions and responsibilities on job announcement:
 - A. Organizes and administers the overall program in the school of extra curricular athletics, both intramural and interscholastic.
 - B. Assumes responsibility for the organization and scheduling of all interscholastic athletic events for the School.
 - C. Prepares and administers the program budget at the school.
8. Department Chairperson-Athletics supervises coaching staff members with emphasis on the improvement of instruction and skill development. He handles routine administrative duties and actively engages in school wide activities where applicable.

ARTICLE XVIII

PROMOTION

Section A- DEFINITION

1. Promotional positions are defined as follows:

Positions which pay a special salary differential, which involve in part or in full the performance of supervisory or administrative duties, and which include the positions of State District Superintendent, deputy superintendent, assistant superintendent, director, assistant directors, supervisor, and coordinator attached to the Central office staff, principal, vice principal, department chairperson, department chairperson-athletics, head guidance counselor and curriculum specialist.

2. The notice of any vacancy shall clearly state all qualifications, descriptions, requirements, duties and other pertinent information respecting the vacancy. It shall also include the salary to be paid in such a position. Each such notice shall be posted on school bulletin boards and in Central Office Departments.

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

Section B - PROCEDURES

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

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

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

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

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

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

Section C – RECOMMENDATIONS STATE DISTRICT SUPERINTENDENT

1. In the case of the position of Deputy Superintendent or Assistant Superintendent, the general policies contained in Section A of this article shall apply.
2. The State District Superintendent, on the basis of his/her examination of the qualifications of the candidates and any other procedures which he/she may choose to employ, shall be the sole judge as to the individuals he/she may select for recommendation to the District for appointment to any such position.

ARTICLE XIX

THE CONSULTATIVE COUNCIL

The District recognizes that, except for the State District Superintendent and his immediate staff consisting of the Deputy Superintendent and the Assistant Superintendents, CASA represents the interest and concerns of almost all the other certified administrative and supervisory educational staff members serving the public school system.

The District recognizes that CASA unit members serve as the District management, supervisory and leadership component in the schools. As such, CASA unit members are charged with and accountable for the day-to-day operation of the schools. One of the primary responsibilities held by CASA unit members is to bring about the maximum educational achievement of all students. CASA unit members are also responsible for the supervision and evaluation of non-instructional/instructional employees and the implementation of planned measures to maintain the health, safety and security of students and school property under their direction.

It is recognized by both the District and CASA that each school must be cognizant of the needs and concerns of the community based upon openness, respect and is the function of CASA unit members to carry out the policies of the District and the State District Superintendent fully and competently in the spirit of total partnership.

The District recognizes that while it is advisable and practical for the parties to sit on opposite sides of the bargaining table during negotiations, at all other times it is recognized that CASA unit members through representatives actively participate as part of the District's leadership/management team, working closely with the District, the State District Superintendent and his immediate executive staff.

The District, with the advice and support of the State District Superintendent, agreed to establish the consultative council, led by the District Superintendent and made up primarily of representatives of CASA, which shall meet for the purpose of regular consultation and deliberation.

Consultative Council sessions shall include review and evaluation of existing or potential procedures, practices, policies and programs within the school system and recommendations for such changes as may result in better education.

Section A - MEMBERSHIP

1. The Consultative Council shall consist at each of its meetings of the following:
 - A. The State District Superintendent
 - B. The President of CASA
 - C. Four (4) additional members of CASA selected by it to serve for a period of one (1) year, which service shall be renewable.
 - D. Any member of the State District Superintendent's immediate staff - the Deputy Superintendent and the Assistant Superintendents - who may be called upon by the State District Superintendent to attend and such others as may be called upon by mutual consent to make available such specific expertise as may be required from time to time.
2. The State District superintendent shall convene the meetings of the consultative council and serve as its chairperson.
3. The Consultative Council shall meet at least once a month during the months from October through May, inclusive, and at least twice during the months of June, July, August and September. The Council may, by mutual consent, meet as many times more as it may deem desirable.

Section B - AGENDA

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

Section C – OPERATIONAL PROCEDURES

The Consultative Council shall adopt its own operational procedures.

Section D – REFERRAL OF MATTER

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

Section E – WRITTEN ANNUAL REVIEW

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

ARTICLE XX

EMPLOYMENT FOLLOWING PRIOR RESIGNATION

Section A – APPLICATION FOR REAPPOINTMENT

Any member of the personnel covered by this agreement who has resigned from employment by the District and who has completed two (2) full school years of satisfactory service immediately prior to such resignation shall be permitted to apply for reappointment. If the application for reappointment is made no more than three (3) calendar years following the date of resignation, the applicant shall automatically be placed in the promotional pool for the position held prior to his resignation. The promotional pool referred to in this article shall be the promotional pool referred to in Article XVIII.

Section B – SALARY UPON APPROVED REAPPOINTMENT

Should the District superintendent recommend such an individual for re-appointment and should such re-appointment be approved by the District, the individual shall be re-appointed at a salary no less than that received at the time of his resignation.

ARTICLE XXI

MATTERS NOT COVERED

Section A – REPLACEMENT OF CONFLICTING PROVISIONS

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

Section B – POLICY & PRACTICE CHANGE

The District agrees that it will make no change in existing District policy or practices related to employee wages, hours, and conditions of employment and specifically covered by this agreement without prior negotiation with CASA.

ARTICLE XXII

CONFORMITY TO LAW AND SAVINGS CLAUSE

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

ARTICLE XXIII

FRINGE BENEFITS

Section A – MAINTENANCE OF BENEFITS

It is agreed that CASA unit members shall maintain all benefits accrued to this date.

Section B - DENTAL PROGRAM

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

Such coverage to include:

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

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

Section C - RETIREE

Any CASA unit member who retires after twenty-five (25) years or more of service shall be eligible to purchase dental, prescription and vision benefits at the District's group rate by direct billing, upon the expiration of benefits under COBRA. The retiree shall be responsible for the payments of all premiums at the group rate according to payment schedule established by the benefit providers. All billing and/or claim inquiries shall be made directly to the provider.

Section D – HEALTH & MAJOR MEDICAL BENEFITS

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

Section E – PRESCRIPTIONS INSURANCE

For the contract years commencing July 1, 1999, and ending June 30, 2003, the co-payment for the prescription benefits shall be five dollars (\$5.00).

CASA unit members, when purchasing a prescription, shall have the option of obtaining a three (3) month supply of said prescription, if prescribed by a physician.

Section F - VOLUNTARY SICK DAY PROGRAM

1. The District and CASA agree to implement a voluntary sick day program retroactive to July 1, 1991, and thereafter. The District and CASA agree to form a committee for the purpose of development of the specific procedures to implement this program.
2. Participation in this program shall be voluntary and open to all CASA unit members and all other unions, senior management staff and nonunion employees affiliated with the Newark School District who are willing to participate in the program on a reciprocal basis.
3. CASA and the Newark School District agree that all provisions of the sick day program shall be excluded from the contractual grievance procedure up to and including binding arbitration.

ARTICLE XXIV

SALARY

Section A - GENERAL PROVISIONS

1. All employees shall be paid in accordance with the salary guides contained herein including step placement, degree level, and longevity.
2. Currently, the District does not employ individuals with the titles of Assistant Director or Curriculum Specialist. Accordingly, salary schedules for these two titles will not be incorporated in this contract. If the District chooses to reintroduce these titles, the District and CASA will negotiate the appropriate salary schedules.
3. All employees who worked in a position that is represented by CASA from the beginning of the work year and who left prior to the end of the work year, will be paid on the basis of the number of pay periods that they have worked during that work year. Employment on any day within a pay period will count as employment for the full pay period.
4. Both parties agree that the amount of compensation due any and all CASA individuals pursuant to the CASA/District contract shall be retroactively adjusted and paid within thirty (30) days following the ratification of the CASA/District contract for the period 2003-2006.
5. A CASA member who temporarily works in a higher title for 30 or more consecutive days, shall receive the difference between his/her regular salary and the salary he/she is replacing in the higher title commencing on the 31st day.

SALARY SCHEDULES
 SECONDARY PRINCIPAL
 MASTER'S LEVEL (02)

Step	2003-2004	2004-2005	2005-2006
1	93,512	97,028	100,516
2	96,344	99,966	103,560
3	99,174	102,903	106,602
4	103,704	107,603	111,471
5	106,534	110,540	114,514
6	113,931	118,215	122,464

DOCTORATE LEVEL (03)

Step	2003-2004	2004-2005	2005-2006
1	96,344	99,966	103,560
2	99,174	102,903	106,602
3	102,000	105,836	109,640
4	106,530	110,536	114,509
5	109,362	113,474	117,553
6	118,562	123,020	127,443

LONGEVITY (YEARS)

20 Yr	3,233	3,313	3,677
25 Yr	3,233	3,313	3,872
30 Yr	1,112	1,152	1,158

ELEMENTARY PRINCIPAL

MASTER'S LEVEL (02)

Step	2003-2004	2004-2005	2005-2006
1	87,852	91,155	94,432
2	90,683	94,092	97,475
3	93,512	97,028	100,516
4	98,045	101,731	105,389
5	100,875	104,668	108,431
6	108,272	112,343	116,382

DOCTORATE LEVEL (03)

Step	2003-2004	2004-2005	2005-2006
1	90,683	94,092	97,475
2	93,512	97,028	100,516
3	96,344	99,966	103,560
4	100,875	104,668	108,431
5	103,704	107,603	111,471
6	112,904	117,150	121,361

LONGEVITY (YEARS)

20 Yr	3,233	3,313	3,677
25 Yr	3,233	3,313	3,872
30 Yr	1,112	1,152	1,158

SECONDARY VICE PRINCIPAL

MASTER'S LEVEL (02)

Step	2003-2004	2004-2005	2005-2006
1	77,048	79,945	82,819
2	79,240	82,219	85,175
3	81,428	84,490	87,527
4	84,599	87,780	90,935
5	86,784	90,047	93,285
6	93,441	96,954	100,439

DOCTORATE LEVEL (03)

Step	2003-2004	2004-2005	2005-2006
1	79,240	82,219	85,175
2	81,428	84,490	87,527
3	83,619	86,763	89,882
4	86,784	90,047	93,285
5	88,975	92,321	95,639
6	97,692	101,366	105,010

LONGEVITY (YEARS)

20 Yr	2,931	3,011	3,305
25 Yr	2,931	3,011	3,505
30 Yr	1,101	1,141	1,147

ELEMENTARY VICE PRINCIPAL

MASTER'S LEVEL (02)

Step	2003-2004	2004-2005	2005-2006
1	75,638	78,482	81,303
2	77,806	80,731	83,633
3	79,968	82,975	85,958
4	83,113	86,238	89,338
5	85,276	88,482	91,663
6	91,905	95,361	98,789

DOCTORATE LEVEL (03)

Step	2003-2004	2004-2005	2005-2006
1	77,806	80,731	83,633
2	79,968	82,975	85,958
3	82,134	85,223	88,286
4	85,276	88,482	91,663
5	87,441	90,728	93,990
6	95,835	99,438	103,013

LONGEVITIES (YEARS)

20 Yr	2,931	3,011	3,305
25 Yr	2,931	3,011	3,505
30 Yr	1,101	1,141	1,147

DIRECTOR

MASTER'S LEVEL (02)

Step	2003-2004	2004-2005	2005-2006
1	89,232	92,587	95,916
2	91,933	95,390	98,819
3	94,634	98,192	101,722
4	98,958	102,679	106,371
5	101,633	105,455	109,246
6	108,716	112,803	116,859

DOCTORATE LEVEL (03)

Step	2003-2004	2004-2005	2005-2006
1	91,933	95,390	98,819
2	94,634	98,192	101,722
3	97,333	100,992	104,623
4	101,657	105,480	109,272
5	104,359	108,283	112,176
6	113,137	117,391	121,611

LONGEVITY (YEARS)

20 Yr	3,233	3,313	3,677
25 Yr	3,233	3,313	3,872
30 Yr	1,112	1,152	1,158

SUPERVISOR

MASTER'S LEVEL (02)

Step	2003-2004	2004-2005	2005-2006
1	78,075	81,011	83,923
2	80,558	83,587	86,592
3	83,045	86,167	89,265
4	85,528	88,744	91,934
5	88,013	91,322	94,605
6	95,845	99,449	103,024

DOCTORATE LEVEL (03)

Step	2003-2004	2004-2005	2005-2006
1	80,557	83,586	86,591
2	83,045	86,167	89,265
3	85,527	88,742	91,933
4	88,013	91,322	94,605
5	90,459	93,860	97,234
6	98,902	102,621	106,310

LONGEVITIES (YEARS)

20 Yr	2,931	3,011	3,305
25 Yr	2,931	3,011	3,505
30 Yr	1,101	1,141	1,147

DEPARTMENT CHAIRPERSON/HEAD GUIDANCE COUNSELOR

MASTER'S LEVEL (02)

Step	2003-2004	2004-2005	2005-2006
1	74,941	77,759	80,554
2	77,086	79,985	82,860
3	79,231	82,210	85,166
4	82,357	85,454	88,526
5	84,503	87,681	90,833
6	91,112	94,538	97,936

DOCTORATE LEVEL (03)

Step	2003-2004	2004-2005	2005-2006
1	77,086	79,985	82,860
2	79,231	82,210	85,166
3	81,377	84,437	87,473
4	84,503	87,681	90,833
5	86,647	89,905	93,137
6	95,021	98,593	102,138

LONGEVITY (YEARS)

20 Yr	2,931	3,011	3,305
25 Yr	2,931	3,011	3,505
30 Yr	1,101	1,141	1,147

ARTICLE XXV

IMPLEMENTATION OF CONTRACTUAL SALARY

Section A - SALARY ADJUSTMENT FACTORS

1. For 2003-2006 contract years all CASA personnel shall continue to be paid their contractual annual salary in accordance with Article X, Section E-2
2. For the purpose of contractual salary adjustment only, the per diem factor shall be 1/230th for ten month twenty days employees.
3. The contractual annual salary for twelve (12) month CASA personnel shall be divided by 26 and the pay schedule shall be as follows, 26 equal pays.
4. For purposes of contractual salary adjustment only, the per diem factor shall be 1/240th for principals.
5. For purposes of contractual salary adjustment only, the per diem factor shall be 1/260th for directors, assistant directors, curriculum specialist and supervisors.
6. All salary schedules shall be composed of six (6) steps except for curriculum specialists which shall be a five (5) step guide.
7. Department Chairpersons shall be entitles to \$100.00 discretionary fund only if they teach a class.

Section B – TPAF CLASSIFCATION AND LONGEVITY PAYMENTS

1. Members of the unit shall be considered as twelve (12) month employees for purposes for TPAF
2. All longevity payments of the personnel shall continue to become effective at the beginning of the twentieth and twenty-fifth full years of total service in the Newark School District. Effective July 1, 2001 a 30th year longevity shall be implemented. Should a member of the instructional staff not included in the definition of this unit be promoted into this unit in the twentieth or twenty-fifth year of total service in the Newark School District, the longevity payments of that individual shall continue unchanged and shall not be increased until completion of said year of service.

Effective July 1, 2003, teachers who are in their 15th year, but before their 20th year (15 through 19 years) who are appointed to CASA positions during this period will receive an additional one thousand (\$1,000) dollars each year, not to be included in their base salary and non-cumulative.

Section C – SALARY INCREASES

1. Salary increases inclusive of increments and changes in longevity for the period July 1, 2003 to June 30, 2006 shall be:

- A. July 1, 2003 to June 30, 2004— 4.5%
- B. July 1, 2004 to June 30, 2005— 4.5%
- C. July 1, 2005 to June 30, 2006— 4.56%

2. Summer school salaries shall be at the following rates:

	2004-2005	2005-2006
High School Principals	\$ 70.30 per hour	\$ 72.80 per hour
Elementary School Principal	\$ 65.08 per hour	\$ 67.58 per hour
Vice Principal	\$ 61.45 per hour	\$ 63.45 per hour
Other Administrators	\$ 58.87 per hour	\$ 60.37 per hour

3. Salary guides printed in the contract include all increases, increments and changes through June 30, 2006.

ARTICLE XXVI

**PROMOTIONAL SALARY DETERMINATION
AND ADJUSTMENT**

Section A - ELIGIBILITY

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

Section B - ADJUSTMENTS

The personnel in section A1 or A2 above shall be granted a salary adjustment of three thousand dollars (\$3,000) above the salary he would normally receive and shall then be placed on the salary schedule for the new position.

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

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

Section C – RECOGNITION FOR ADVANCED PREPARATION

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

July 1, for 12 month employees.

September 1, for all other personnel

Section D – PROMOTION WITH NO CHANGE IN WORK YEAR

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

Section E – PROMOTION WITH CHANGE IN WORK YEAR

1. If the appointment is from a ten (10) month or ten (10) month (20) twenty day position to a twelve (12) month position and is effective subsequent to the first pay period of the twelve (12) month contractual work year; in addition to the provisions of Section B, an adjustment in the amount of two hundred eighty dollars (\$280.00) per pay period shall be added to the employees' promoted base salary, only for the remainder of the contractual work year ending June 30th.
2. Further, effective July 1 of the succeeding fiscal year, the employee shall be placed on the appropriate step of the negotiated salary schedule, and no additional adjustment shall be made.
3. The District and CASA acknowledge that there may be exceptional situations to which the above outlined procedures, when applied, result in inequitable salary placement. In this event the District and CASA agree to discuss and resolve the problem. This provision is not intended to imply that the District will negotiate individual salary placement or that the District will negotiate any changes to the existing salary schedules.

Section F – APPLICATION OF FORMULA

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

ARTICLE XXVII

PRINTING AND DISTRIBUTION OF CONTRACT

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

ARTICLE XXVIII

DURATION

This agreement and each of its provisions shall be binding and effective as of the first day of July 2003, and shall continue in full force and effect until and through the thirtieth day of June 2006.

Lester Aron Esq.
Chief Negotiator

Gerald A. Samuels
Chief Negotiator

Marion A. Bolden
State District Superintendent

Leonard P. Pugliese, Ed.D.
President - CASA

Dated, this 24th day of September of the year 2004

UNION LISTING

Union Code	Union Agent	Telephone/Fax Numbers	Representation
07	Newark Teachers Union (N.T.U.) President: Joseph DelGrosso Executive Director: Pietro Petino 1019 Broad Street, 4th Floor Newark, New Jersey 07102	Telephone: (973)643-8430 Fax: (973) 643-8435 NTU@NTUAFT.COM	Teachers, School Clerks, Per Diem Teachers, School Clerks & Teacher Aides, Court Rep
06	Newark Teachers Associations (N.T.A.) President: Annette M. Alston 53 Lincoln Park Newark, New Jersey 07102	Telephone: (973) 642-7822 Fax: (973)642-7815	Nurses
04	Service Employee International Union, Local 617 President: Rahman Muhammad Executive VP : Bernice Parrish 51 Central Avenue Newark, New Jersey 07102	Telephone: (973) 643-8080 Fax: (973)643-7939 LOCAL617@AOL.COM	Administrative Office Clerks, Custodial Workers, Security Guards, Laborers, Truck Drivers & Nurses Aides.
02	Local 100 United Here 33 West 14 th Street New York, New York 10011 President: Bill Granfield	Telephone: (212) 541-4226 Fax: (212) 399-3005 NO E-MAIL ADDRESS	Cooks, Food Service Workers, Stock Clerks (Cafeteria).
10	City Association of Supervisors & Administrators (C.A.S.A.) President: Leonard Pugliese, Ed.D. 624 Bloomfield Avenue Bloomfield, New Jersey 07003	Telephone: (973)743-2272 Fax: (973)743-9840 DRPUGLIESE_CASA@AOL.COM	Principals, Vice Principals, Department Chairmen, Directors, Supervisors & Assistant Directors
01	International Union of Operating Engineers, Local 68 President: Thomas Giblin Business Agent: Salvatore Costanza P.O. BOX #534 West Caldwell, New Jersey 07006	Telephone: (973) 227-0600 Fax: (973) 227-3785 WWW.IUOE-68.ORG	Head Custodians & Senior Custodians
03	Office of Professional Employees, Local 32 (O.P.E.I.U) Business Manager: Steve Tully 2013 Morris Avenue Union, New Jersey 07083	Telephone: (908) 686-4550 Mr. Pat Tully's cell phone (emerg.) no. 908-303-2244 Fax: (908) 686-4554 INFO@LOCAL32.COM	Non Instructional Supervisors, Investigators & Administrative Secretaries.
05	Essex County Building Trades Council & Carpenters Union, Local 1342 President: Marty Schwartz 205 Robin Road – Suite 315 Paramus, New Jersey 07652	Telephone: (201)265-1700 Fax: (201) 265-6555 NO E-MAIL ADDRESS	Tradesmen, Painters, Masons, Roofers, Sheetmetal Workers, Carpenters, Electricians and Plumbers.