

Contract no. 1529

AGREEMENT

between

THE BOARD OF EDUCATION OF THE TOWN OF NEWTON

and

THE NEWTON EDUCATION ASSOCIATION

July 1, 1992 - June 30, 1994

June 23, 1992

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THIS AGREEMENT, made this 23rd day of June, 1992 by and between the Board of Education of the Town of Newton, in the County of Sussex, hereinafter referred to as "the Board of Education" or "the Board", party of the first part, and the Newton Education Association, hereinafter referred to as "the NEA" or "Association", party of the second part,

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel not engaged as supervisory employees or Directors and who comprise the unit hereunder as follows:
1. Teachers
 2. Guidance Counselors
 3. Nurses
 4. Department Heads
 5. Unit Leaders
 6. Coaches
 7. Teachers - Extra Pay
 8. Teachers' Assistants
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as defined above, and reference to male teachers shall include female teachers.
- C. It is expressly noted that the teachers compensated by an hourly rate of pay are not covered by this Agreement.
- D. The Board hereby recognizes the Newton Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all teacher assistants. Unless otherwise indicated, the term "assistant" when used hereinafter in this Agreement, shall refer to all aides represented by the Association in the negotiations unit as defined above. All other assistants employed by the Board not specifically enumerated above are included in the negotiations. Exclusions - The provisions of this guide shall not apply to persons employed as substitutes for assistants, nor persons

employed on a temporary basis to fill vacant positions, or on a part-time basis.

- E. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to both "teachers" and "assistants" as above defined.
- F. The term "supervisory employee" is hereby defined as meaning an employee having the power to hire, evaluate, discharge, discipline or effectively recommend the same.
- G. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974. The parties further agree to make every reasonable effort to begin preliminary discussions concerning negotiations procedures sometime during the month of October of the calendar year preceding the calendar year in which this Agreement expires. On or about November 15, the Board will receive the proposals of the Association and substantive negotiations will begin at a mutually agreeable date but no later than January 15.
- B. Any agreements so negotiated shall apply to all employees as specified in the Agreement, be reduced to writing, be submitted for ratification and, if ratified by both parties, be signed by the Board and the Association.
- C. Modification
 - 1. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, or through the process under Article III.C.9 of this Agreement.
 - 2. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions of Grievance

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

B. Purpose

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

C. Procedures - Employee Grievance

1. Within twenty (20) school days after the occurrence of an event from which a grievance arises, the grievance shall be submitted in writing to the department head or immediate superior of the affected employee(s).
2. If the matter is not satisfactorily resolved at level one within five (5) school days, the grievance shall be submitted in writing to the Vice Principal or Principal as appropriate, who shall respond in writing within five (5) school days.
3. If the matter is not satisfactorily resolved at level two, the decision of the Vice Principal or Principal may be appealed to the Superintendent of Schools. Such appeal shall be in writing, and shall be submitted within five (5) school days after receipt of the decision of the Vice Principal or Principal. The Superintendent shall respond in writing within five (5) school days after receipt of the appeal, and shall submit a copy of such response to the Association.
4. If the matter is not satisfactorily resolved at level three, and if the Association determines that further proceedings

conditions of employment, if documentation can be supplied by the building administrator showing that at least 90% of the staff in the building are in favor of the change. Voting on said change will be conducted jointly by the Association President and Building Administrator. Ballots will be counted in the presence of the Association President and Building Administrator.

D. Procedures - Board Grievances

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

E. Miscellaneous

1. In presenting his/her grievance, the employee shall be assured freedom from prejudicial action.
2. Prior to each appeal, the employee shall inform in writing the authority who last rendered a decision that he/she intends to appeal to the next higher authority.
3. Any aggrieved person may be present at all stages of the grievance procedure or be represented by representatives selected or approved by the Association. When an employee on the membership list of the NEA is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
4. If, in the judgment of the representatives of the Association, a grievance affects a group or class of employees, the representatives of the Association may submit such grievance in writing to the Superintendent of Schools directly.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE V

SALARIES - ASSISTANTS

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

B. Salary Guide Credit

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

C. Salary Checks

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

D. Contract Year

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

E. Separation

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

F. Travel

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

lowest class of equal training and experience, as defined in these guides.

D. Salary Guide Differentiations

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

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

E. Classification Improvement

1. Classification Improvement, under this provision, may be accomplished by the presentation of official evidence, over the College seal, that the teacher has been awarded a degree or advanced degree, or 20 graduate credits beyond the Bachelor's Degree or 20, 40 or 60 credits beyond the Master's Degree. All classification improvements on the current guide will result in an increase of at least \$1,000.

If not provided on guide, a special increase of \$1,000 for each year will be provided. Salary credit will be granted on October 1 and April 1 of any school year provided that official notification is made to the Superintendent of Schools prior to those dates.

2. When a new classification level has been earned, all course credits granted under previous Board policies, through

Beginning July 1, 1991, no teacher shall receive less longevity pay than they received during the 1988-89 school year. Effective July 1, 1989, no outside service time will be used for longevity except in those instances governed by Chapter 164. Longevity increments shall in all cases be given only on the recommendation of the Superintendent of Schools and with the approval of the Board of Education.

G. Special Conditions

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

Schedule "B"
Co-Curricular Activities
Newton High School

<u>Title</u>	<u>Index</u>
Academic Bowl	.100
AIASA Club	.100
Band Front	.330
Calliope	.250
Cheerleader--Fall	.380
Cheerleader--Winter	.300
DECA	.100
Dramatics Director	.300
Dramatics--Choreography	.200
Dramatics--Costumes	.150

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

Schedule "C"
Interscholastic Activities
System-Wide

<u>Title</u>	<u>Index</u>
Basketball--Girls' Head	.900
Basketball--Girls' Assistant	.630
Basketball--Girls' Assistant	.512
Basketball--Boys' Head	.900
Basketball--Boys' Assistant	.630
Basketball--Boys' Elementary	.512
Track--Boys' Head	.700
Track--Boys' Assistant	.490
Track--Girls' Head	.700
Track--Girls' Assistant	.490
Training Director--Fall	.472
Training Director--Winter	.314
Training Director--Spring	.314
Wrestling--Head	.900
Wrestling--Assistant	.630
Wrestling--Elementary	.552

Newton High School

<u>Title</u>	<u>Index</u>
Baseball--Head	.800
Baseball--J.V.	.560
Baseball--Freshman	.560
Bowling	.418
Cross Country	.600
Field Hockey--Head	.800
Field Hockey--Assistant	.560
Football--Head	1.000
Football--Assistant	.700
Golf	.600
Intramurals	.200
Soccer--Girls' Head	.800
Soccer--Girls' Assistant	.560

Persons designated as Department Chairperson or Unit Leader shall be paid at the appropriate experience level on Schedule "D" attached herein. Those persons whose Department or Unit shall have more than five (5) members shall be reimbursed at the rate of thirty dollars (\$30.00) for each additional member. In determining eligibility for the extra remuneration under this paragraph, the Chairperson/Leader shall be counted as one of the five (5) people.

4. All extra pay positions will be paid within five (5) days of the completion of their season/activity/event which includes the completion of season/activity/event forms, if any.
5. Extra pay positions (Guides B-C-D) will be posted only when staff member indicates in writing that he/she will not fill their currently held position for the following year or the administration indicates that a change is to be made. Notification will be within thirty (30) days of the beginning of said duties.
6. Department Chairpersons and Unit Leaders will receive that salary in their regular monthly paycheck. Pay will be added on to base in the same manner as longevity to be included as contracted salary. It is clearly understood pay will not continue in contracted salary when said extra pay position is terminated.
7. Staff working on a part time basis subsequent to July 1, 1986, shall be given a full year's credit for each part year worked on the experience matrix.
8. Staff working on a part time basis consisting of at least half time, subsequent to July 1, 1986, shall be given a full year's credit for each half year worked for longevity purposes.
9. Placement of a teacher on the experience matrix can be determined individually by the Superintendent and the Board of Education.

H. Tuition Reimbursement

1. When a teacher agrees to a request by the Superintendent to enroll in specific graduate courses or training sessions conducted by a college or university the cost of tuition and textbooks will be reimbursed by the Board of Education. Mileage (at the rate of twenty cents (\$.20) per mile) will be reimbursed by the Board of Education. Reimbursement will be made only after the teacher provides evidence that the grade attained has met a level acceptable to the Superintendent. This level shall be included in the

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. Personal Illness

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

B. Illness in the Family

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

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

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

C. Death

1. Absences due to a death in the employee's immediate family or household, including father-in-law and mother-in-law, shall be allowed with pay, for the required period not exceeding four (4) school days in each such case.

G. Court Order

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

H. Professional Leave

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

I. Fireman, Service as a Volunteer

1. When a teacher of this school district is engaged in fighting an active fire as part of a responsibility as a duly enlisted fireman at that time when that employee would normally be expected to appear for work in this school district, the employee or a designee shall call or otherwise notify the school system that such fire service will cause delay or deny the opportunity to attend to school duties of a part or all of said day.
2. If when requested, the volunteer fireman shall detail the circumstances for this absence and process same through the appropriate administrative offices; such leave shall be with pay.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE--TEACHERS

A. Association Activities

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

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

2. Adoption/Child Care Leave

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

3. Child Care Leave

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

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

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

E. Sickness in Immediate Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a tenured teacher's immediate family. Additional leave may be granted at the discretion of the Board. Request for leave shall be in writing and will set forth the specifics of why leave has been

2. All benefits to which a teacher was entitled at the time leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return, and the teacher shall be assigned to the same position held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

I. Extension or Renewals of Leave

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

J. Leave of Absence for Pleasure or Vacation

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

K. Leave for Personal Health and Family Hardship

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

K. Sabbatical Leaves

1. A sabbatical leave may be granted to a teacher by the Board of Education for graduate study in a teacher's field of specialization and certification, or for other reasons of value to the school system. A sabbatical may not be granted without the approval of the Superintendent of Schools.
2. Sabbatical leave may be granted subject to the following conditions:
 - a. If there are sufficient qualified applicants, sabbatical leave shall be granted to a maximum of three (3) teachers at any one time. Sabbatical leaves shall be for a full academic year only.
 - b. Request for sabbatical leave must be received by the Superintendent in writing giving full detail concerning the purpose, school and other relevant information concerning the sabbatical, no later than January 1, and action must be taken on all such requests no later than

thorough performance level, a written positive certification from her physician re/such question will be binding on both parties. Maternity/Child Care Leave for assistants will be granted from the date on which it commences to the opening of any fall term but in no case for more than a one (1) year period. An assistant on Maternity/Child Care Leave who wishes to return to full-time service after full term, but prior to the expiration of the Board approved leave may return upon the opening of a position upon the presentation of a positive written certification from her physician that she is able to offer an efficient and thorough performance and upon recommendation of the Superintendent. No assistant on Maternity/Child Care Leave shall, on the basis of said leave, after full term, be denied the opportunity to substitute in the New School District in her area of competence.

2. Adoption/Child Care Leave

After three (3) years of continuous service, any assistant adopting an infant child may receive a leave of absence which leave shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption, but in no case with less than thirty (30) days written notice to the Superintendent of Schools. Such leave shall be of the same duration as Maternity/Child Care Leave as defined in Section 1. above.

Adoption/Child Care Leave will be granted for no more than a one (1) year period. No assistant on such leave shall, on the basis of said leave, be denied the opportunity to substitute in the Newton School District in her area of competence.

3. Child Care Leave

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

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

this Contract, if so requested by the employee in writing at the time of the requested leave of absence.

ARTICLE XI

DEDUCTION FROM SALARY

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

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Social Security No. _____
School Building _____ District _____
To: Disbursing Officer _____ Board of Education

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

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

New Jersey Education Association
National Education Association

4. Termination of Employment

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

5. Mechanics

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

6. New Employees

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

7. Indemnification

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

ARTICLE XII

ASSOCIATION PRESIDENT

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

4. Board Determination

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

ARTICLE XIV

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

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

B. Filing Requests

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

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

ARTICLE XV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

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

2. Evaluation by Certificated Supervisors

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

3. Copies of Evaluation

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

B. Procedure

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

3. Copies of each form will be given to the assistant evaluated, and sent or given to the Superintendent of Schools, on or before the due date.
 4. Utilization of other administrators, supervisors and/or other assistants, to help improve those who wish to be helped, will be an integral part of the evaluation process. A record of such support and assistance will be kept, and affixed to the evaluation report.
- C. All assistants shall be evaluated by their immediate supervisors or appropriate administrator at least once in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor for the purpose of identifying strengths and deficiencies, extending assistance for their correction.

ARTICLE XVIII

TEACHER RIGHTS

A. Required Meetings or Hearings

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

B. Evaluation of Pupils

1. Every teacher who grades pupils will develop an objective system of measurement, which system must be in compliance with Newton Board policy, Administrative Regulations and State and Federal Law. The grading system will be approved by the unit or department, by the immediate supervisor, the school principal and the Superintendent of Schools, and when approved will be in written form and will be made available to each concerned pupil and/or his or her parents, as appropriate. If subjective judgment is a factor in deriving a grade, the factor and its weight must be clearly identified and described. The teacher will maintain the right and responsibility for determining the initial grade and/or other initial evaluations of his or her pupils.

granted to employees shall be deemed to be in addition to those provided elsewhere.

- C. No employee shall be disciplined, reprimanded, reduced in rank, or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure.
- D. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the salary or increments of the employee, or the continuation of that employee in his/her position or of the employee's employment, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during the meeting.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or identification shall be reasonable in size and not interfere with the employee's work.
- F. All employees will be provided with a job description.
- G. Reduction in Rank or Job Classification
 - 1. Employees shall not be reduced in rank, job classification, or terminated without just cause.
 - 2. Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent of Schools or his designee, reasons for such reduction not later than fifteen (15) work days following the receipt of the request. Requests shall be made within fifteen (15) work days of either the effective date or reduction in rank or job classification, or of the date on which the employee was formally notified.

ARTICLE XX

EXTRA TEACHING DUTIES

- A. Compensation for Sacrifice of Non-Teaching Time
 - 1. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their preparation time. In the absence of

ARTICLE XXII

SEPARATION BENEFIT--ASSISTANTS

An assistant with fifteen (15) years of service in the district shall, upon leaving be reimbursed for unused accumulated sick days at one-half (1/2) of the pay for a substitute, to a maximum of one hundred eighty (180) days.

ARTICLE XXIII

FIELD TRIPS

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

ARTICLE XXIV

ATTENDING NEWTON PUBLIC SCHOOLS

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

ARTICLE XXV

COOPERATIVE COUNCIL

Cooperative Council is formed for the purpose of greater communication between administration, teachers and the Board of Education. The Council will consist of two (2) teachers from each building, three (3) Board members, building principals and Superintendent. The Council will meet three (3) times a year--October, January, and May to informally discuss ideas, problems, curriculum, in-service days, concerns and areas of information vital to the Newton School system. The Council will not be a forum for contract negotiations. Times and

ARTICLE XXIX

MISCELLANEOUS

- A. Copies of this Agreement shall be printed at the expense of the Board and Association. Such cost shall be proportionate according to the number of copies requested by each party. All teachers now employed, or considered for employment by the Board shall be given a copy of said Agreement.
- B. This Agreement shall remain in effect from July 1, 1992 to June 30, 1994.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of June, 1992.

Attest:

The Board of Education of the
Town of Newton

Kenyon Pollison
Kenyon Pollison, Secretary

Mark Minter
Mark Minter, President

Attest:

Newton Education Association

Mary Donna Stiles
Mary Donna Stiles, Secretary

Gary Wikander
Gary Wikander, President

SCHEDULE A

TEACHERS SALARY GUIDE

July 1, 1992 - June 30, 1993

<u>STEP</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	27260	28402	32124	33615	35104	36694
2	28260	29402	33124	34615	36104	37694
3	29750	30991	34713	36203	37694	39183
4	31329	32481	36203	37694	39183	40672
5	32485	33726	37448	38937	40426	41915
6	34695	35935	39659	41148	42637	44126
7	36451	37692	41414	42905	44392	45881
8	38188	39429	43152	44643	46130	47617
9	39925	41166	44889	46378	47867	49356
10	42154	43395	47118	48608	50097	51586
11	44140	45380	49104	50593	52082	53571
12	46125	47366	51088	52679	54068	55557
13	47997	49238	52960	54451	55940	57429
14	51170	52411	56135	57624	59113	60602

Effective July 1, 1993 and thereafter unless
subsequently renegotiated.

<u>STEP</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	29000	30262	34048	35562	37076	38589
2	29815	31077	34863	36377	37891	39404
3	30679	31941	35727	37241	38755	40268
4	32143	33405	37191	38705	40219	41732
5	33386	34648	38434	39948	41462	42975
6	34653	35914	39698	41212	42726	44239
7	37171	38433	42217	43731	45245	46758
8	38956	40218	44002	45516	47030	48543
9	40722	41983	45769	47283	48796	50308
10	42488	43749	47534	49048	50562	52075
11	45092	46287	50072	51586	53100	54613
12	47044	48305	52091	53605	55119	56632
13	49062	50324	54110	55624	57137	58650
14	50694	51956	55742	57256	58770	60283
15	53920	55182	58968	60482	61996	63509

TEACHERS MATRIX

July 1, 1993 - June 30, 1994

<u>STEP</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	0- .9	0- .9	0- .9	0- .9	0- .9	0- .9
2	1.0-1.9	1.0-1.9	1.0-1.9	1.0-1.9	1.0-1.9	1.0-1.9
3	2.0-3.9	2.0-3.9	2.0-3.9	2.0-3.9	2.0-3.9	2.0-3.9
4	4.0-4.9	4.0-4.9	4.0-4.9	4.0-4.9	4.0-4.9	4.0-4.9
5	5.0-5.9	5.0-5.9	5.0-5.9	5.0-5.9	5.0-5.9	5.0-5.9
6	6.0-13.0	6.0-13.0	6.0-14.5	6.0-14.5	6.0-14.5	6.0-14.5
7	13.1-15.5	13.1-15.5	14.6-17.5	14.6-17.5	14.6-17.5	14.6-17.5
8	15.6-17.3	15.6-17.3	17.6-18.5	17.6-18.5	17.6-18.5	17.6-18.5
9	17.4-18.5	17.4-18.5	18.6-19.5	18.6-19.5	18.6-19.5	18.6-19.5
10	18.6-20.0	18.6-20.0	19.6-21.6	19.6-22.4	19.6-22.4	19.6-22.4
11	20.1-21.9	20.1-21.9	21.7-23.5	22.5-23.5	22.5-23.5	22.5-23.5
12	22.0-23.9	22.0-22.9	23.6-26.0	23.6-24.9	23.6-24.9	23.6-24.9
13	24.0-24.9	23.0-24.9	26.1-26.9	25.0-25.9	25.0-25.9	25.0-25.9
14	25.0-26.0	25.0-26.0	27.0-27.9	26.0-26.9	26.0-26.9	26.0-26.9
15	26.1 +	26.1 +	28.0 +	27.0 +	27.0 +	27.0 +

Beginning in 1993-94, and in each subsequent year, each staff member will move one step per year until maximum is reached (Step 15). Each matrix developed will reflect this movement by adding one year of service on to each step until each step represents one year of service. This should be reached in 2000-01.

SCHEDULE B

CO-CURRICULAR SALARY GUIDE (cont'd)

1992 - 1993

MERRIAM AVENUE SCHOOL

	<u>1</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Art Decorations	0.200	778	818	858	918	978	1038
Audio Visual Coordinator	0.250	973	1023	1073	1148	1223	1298
Volunteer Coordinator	0.100	389	409	429	459	489	519
Music Club	0.200	778	818	858	918	978	1038

HALSTED STREET SCHOOL

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Art Decorations	0.200	778	818	858	918	978	1038
Audio Visual Coordinator	0.250	973	1023	1073	1148	1223	1298
Dramatics	0.200	778	818	858	918	978	1038
Dramatics Assistant	0.150	584	614	644	689	734	779
Halsted Yearbook	0.100	389	409	429	459	489	519
Musical Director	0.150	584	614	644	689	734	779
Newspaper	0.100	389	409	429	459	489	519
Student Council	0.100	389	409	429	459	489	519

SCHEDULE B

CO-CURRICULAR SALARY GUIDE (cont'd)

1993 - 1994

MERRIAM AVENUE SCHOOL

	<u>1</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Art Decorations	0.200	794	854	914	974	1034	1094
Audio Visual Coordinator	0.250	992	1067	1142	1217	1292	1367
Volunteer Coordinator	0.100	397	427	457	487	517	547
Music Club	0.200	794	854	914	974	1034	1094

HALSTED STREET SCHOOL

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Art Decorations	0.200	794	854	914	974	1034	1094
Audio Visual Coordinator	0.250	992	1067	1142	1217	1292	1367
Dramatics	0.200	794	854	914	974	1034	1094
Dramatics Assistant	0.150	595	640	685	730	775	820
Halsted Yearbook	0.100	397	427	457	487	517	547
Musical Director	0.150	595	640	685	730	775	820
Newspaper	0.100	397	427	457	487	517	547
Student Council	0.100	397	427	457	487	517	547

SCHEDULE C

INTERSCHOLASTIC

1993 - 1994

SYSTEM WIDE

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Basketball--Girls Head	0.900	3571	3841	4111	4381	4651	4921
Basketball--Girls Asst.	0.630	2500	2689	2878	3067	3256	3445
Basketball--Girls Elem.	0.512	2032	2185	2339	2492	2646	2800
Basketball--Boys Asst.	0.630	2500	2689	2878	3067	3256	3445
Basketball--Boys Elem.	0.512	2032	2185	2339	2492	2646	2800
Basketball--Boys Head	0.900	3571	3841	4111	4381	4651	4921
Track--Boys Assistant	0.490	1944	2091	2238	2385	2532	2679
Track--Boys Head	0.700	2788	2988	3198	3408	3618	3828
Track--Girls Assistant	0.490	1944	2091	2238	2385	2532	2679
Track--Girls Head	0.700	2788	2988	3198	3408	3618	3828
Training Director--Fall	0.472	1873	2014	2158	2298	2439	2581
Training Dir.--Spring	0.314	1246	1340	1434	1529	1623	1717
Training Dir.--Winter	0.314	1246	1340	1434	1529	1623	1717
Wrestling--Head	0.900	3571	3841	4111	4381	4651	4921
Wrestling--Assistant	0.630	2500	2689	2878	3067	3256	3445
Wrestling--Elementary	0.552	2190	2356	2522	2687	2853	3018

NEWTON HIGH SCHOOL

Baseball--Head	0.800	3174	3414	3654	3894	4134	4374
Baseball--Freshman	0.560	2222	2390	2558	2726	2894	3062
Baseball--J. V.	0.560	2222	2390	2558	2726	2894	3062
Bowling	0.418	1659	1784	1809	2035	2160	2286
Cross Country	0.600	2381	2561	2741	2921	3101	3281
Field Hockey--Asst.	0.560	2222	2390	2558	2726	2894	3062
Field Hockey--Head	0.800	3174	3414	3654	3894	4134	4374
Football--Assistant	0.700	2788	2988	3198	3408	3618	3828
Football--Head	1.000	3968	4268	4568	4868	5168	5468
Golf	0.600	2381	2561	2741	2921	3101	3281
Soccer--Assistant	0.560	2222	2390	2558	2726	2894	3062
Soccer--Head	0.800	3174	3414	3654	3894	4134	4374
Softball--Head	0.800	3174	3414	3654	3894	4134	4374
Softball--Freshman	0.560	2222	2390	2558	2726	2894	3062
Softball--J. V.	0.560	2222	2390	2558	2726	2894	3062
Swimming--Head	0.700	2788	2988	3198	3408	3618	3828
Tennis--Girls Head	0.600	2381	2561	2741	2921	3101	3281
Tennis--Boys Head	0.600	2381	2561	2741	2921	3101	3281
Tennis--Girls Assistant	0.490	1944	2091	2238	2385	2532	2679
Tennis--Boys Assistant	0.490	1944	2091	2238	2385	2532	2679

SCHEDULE E

TEACHERS' ASSISTANTS

1992 - 1993

	<u>I A</u>		<u>T A</u>	
1	\$ 6.75	7366	\$ 7.07	7724
2	7.31	7987	7.64	8345
3	7.88	8609	8.48	9260
4	8.24	9001	8.78	9586
5	8.60	9393	9.08	9912
6	8.96	9785	9.38	10238
7	9.32	10177	9.67	10564
8	9.68	10569	10.03	10956
9	10.03	10957	10.39	11344
10	10.68	11667	11.04	12054

Persons with more than twenty (20) years' experience will receive a raise of 3.5%.

1993 - 1994

	<u>I A</u>		<u>T A</u>	
1	\$ 6.88	7556	\$ 7.21	7914
2	7.45	8177	7.77	8535
3	8.01	8798	8.34	9156
4	8.58	9420	9.17	10071
5	8.94	9812	9.47	10397
6	9.29	10204	9.77	10723
7	9.65	10596	10.06	11049
8	10.01	10988	10.40	11418
9	10.36	11380	10.73	11787
10	10.72	11768	11.07	12155
11	11.36	12478	11.72	12865

Persons with more than twenty (20) years' experience will receive a raise of 3.6%.

TEACHERS' ASSISTANTS MATRIX

Hiring Guide for 1993-1994 Effective July 1, 1993

Instructional Aide

Step

1	0 - .9
2	1.0 - 2.0
3	2.1 - 4.9
4	5.0 - 6.0
5	6.1 - 7.0
6	7.1 - 8.0
7	8.1 - 9.0
8	9.1 - 10.0
9	10.1 - 11.3
10	11.4 - 12.9
11	13+

Technical Aide

Step

1	0 - .9
2	1.0 - 1.9
3	2.0 - 3.9
4	4.0 - 5.1
5	5.2 - 6.5
6	6.6 - 7.9
7	8.0 - 8.9
8	9.0 - 9.9
9	10.0 - 10.9
10	11 - 11.9
11	12+