

## **NEWARK TEACHERS UNION**

**Local 481  
American Federation of Teachers  
AFL-CIO  
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**TEACHERS, CLERKS, AIDES & PER DIEM SUBSTITUTES  
July 1, 2015 - June 30, 2019**

# NEWARK TEACHERS UNION



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# NEWARK TEACHERS UNION



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## **DECLARATION OF INTENT**

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

## **AGREEMENT**

This agreement is made and entered into effective as of the 1st day of July 2015 by and between the STATE-OPERATED SCHOOL DISTRICT OF NEWARK IN THE COUNTY OF ESSEX (hereinafter referred to as the "NEWARK PUBLIC SCHOOLS" and the NEWARK TEACHERS UNION, LOCAL 481, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, (hereinafter referred to as the "Union").

## **ARTICLE I - RECOGNITION OF NTU AS BARGAINING AGENT**

### **SECTION 1 CATEGORIES OF NTU MEMBERS**

The Newark Public Schools hereby recognizes the Union as the exclusive collective negotiations representatives pursuant to N.J.S.A. 34: 13A-1 et seq., known as the New Jersey Employer-Employee Relations Act, for the purpose of the collective negotiations concerning the terms and conditions of employment of employees of the Newark Public Schools in the unit consisting of the following categories of employment:

- o teachers,
- o itinerant teachers,
- o homebound teachers,
- o recreation teachers\*,
- o speech language specialist,
- o athletic trainer,
- o middle school drug and safety coordinator\*,
- o job developer,
- o middle school drug prevention and safety coordinator\*,
- o prevention specialist,
- o licensed practical nurse,
- o literacy coach,
- o remedial reading teachers,
- o staff developers,
- o librarians,
- o drop out counselors\*,
- o guidance counselors,
- o regular teachers teaching four (4) nights per week in Newark Evening High School,
- o coordinators having permanent status as teachers,
- o resource teachers,
- o learning disability teacher consultants,
- o social workers,
- o psychologists,
- o attendance counselors,
- o court representatives,
- o special investigators\*,
- o consulting psychiatrists\*,
- o occupational therapist,
- o physical therapist,
- o program assistant,
- o research assistant\*,
- o audiologist,
- o pianist,
- o substance abuse coordinators,
- o clerk stenographer (school),
- o physical therapist assistant,
- o text book clerk and assistant text book clerk in the Newark Evening High School,
- o parent liaisons,
- o parent involvement community specialists and interpreters
- o teacher aides
- o school aides

- community aides\*
- attendance aides\*
- senior community aides\*
- job coach
- per diem teachers,
  
- excluding department chairpersons,
- acting department chairpersons,
- head guidance counselors,
- vice principals,
- principals,
- acting vice principals,
- acting principals,
- directors,
- assistant superintendents,
- superintendents,
- laboratory assistants,
- nurses,
- maintenance workers,
- cafeteria workers,
- security guards,
- per diem substitutes with thirty (30) days non-consecutive service in the same position who are not Newark Public Schools appointed, and
- all permanent, acting, temporary or provisional supervisory employees.

*\*Denotes inactive job titles*

## **SECTION 2 DEFINITION OF EMPLOYEE**

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

## **SECTION 3 EQUAL REPRESENTATION BY NTU**

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

## **ARTICLE II - NON-DISCRIMINATION POLICY**

### **SECTION 1 NON-DISCRIMINATION POLICY STATEMENT**

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



## **SECTION 2 EMPLOYEE APPLICATION PROCESS**

The Newark Public Schools agrees that employment application forms and oral interview procedures shall contain no reference to the applicant's membership in any employee organization nor shall Newark Public Schools discriminate for or against applicants for employment on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, age or disability.

## **ARTICLE III - GRIEVANCES**

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

### **SECTION 1 DEFINITIONS**

#### **A. DEFINITION OF GRIEVANCE**

A grievance is a complaint by an employee that (1) s/he has been treated unfairly or inequitably by reason of any act or condition, including those relative to employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, or (2) there has been as to him/her a violation, misinterpretation or misapplication of the provisions of this Agreement or any of the existing rule, regulations or orders of the Newark Public Schools or the New Jersey State Department of Education having the force and effect of law, with the exception of any items specified in the contract as being non-grievable.

#### **B. DEFINITION OF EMPLOYEE**

As used in this Article the term "employee" applies to an individual employee and also to a group of employees having the same grievance.

#### **C. NTU RIGHT TO INITIATE, PROCESS & APPEAL GRIEVANCES**

The Union shall have the right to initiate and process grievances which may be initiated and processed by an aggrieved employee under the provision of Section 1-A of this Article, and shall have the right to appeal from the disposition of any grievance at any step,

### **SECTION 2 GRIEVANCE PROCEDURES**

#### **A. NTU REPRESENTATION**

In the presenting and processing of grievances, the employee may be represented, at their own expense, by a person of his/her own choosing, except that s/he may not be represented by any employee organization or by an officer or representative of any employee organization other than the Union. In the event that a grievance is carried to Step 2, the Union shall be immediately notified.

#### **B. TIMELINES AND GUIDELINES FOR MEETINGS & HEARINGS**

The time for a meeting or a hearing at all steps other than step 1, within the prescribed time limit, shall be fixed by mutual agreement. In all cases (subject to the provisions of Step 1 below), a representative of the Union shall have the right to be present and to present the Union's view at each step of the grievance procedure. Any notice to be given by an employee under the

provisions of Section 2 of this Article may be given for them with their consent by the Union.

#### **Step 1 INFORMAL CONFERENCE**

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

#### **Step 2 PRINCIPAL**

If the grievance is not satisfactorily adjusted within five (5) school days after the last discussion, the employee may, with the assistance of a Union representative, submit it in writing within five (5) school days to his/her immediate superior for satisfactory adjustment, but such written grievance must be submitted to such superior in any event within thirty (30) school days following his/her becoming aware or thirty (30) days from when s/he should have been aware of the act or circumstance given rise to the grievance. The said immediate superior shall schedule a meeting to discuss the grievance with the employee and a Union representative prior to making his/her decision, but in any event s/he shall give his/her decision in writing with his/her reasons therefore to the employee, the Union, and the District Superintendent within five (5) school days after the written grievance has been submitted to him/her by the employee.

#### **Step 3 DISTRICT SUPERINTENDENT**

The employee may appeal to the District Superintendent from the last mentioned decision of his/her immediate superior within five (5) school days after the decision has been given to the employee and the Union pursuant to the above provisions under the caption "Step 2" by giving to the District Superintendent and to the employee's immediate superior, written notice of such appeal setting forth specifically the basis of the grievance. The District Superintendent, or designee, shall meet with the employee and a Union representative within ten (10) school days after the giving of such notice of appeal, and shall give his/her decision in writing with his/her reasons therefore, to the employee, Union and the employee's immediate superior within five (5) school days after such meeting.

Grievance hearings may also be held at the District's Central Office, unless the District designates another location, beginning as early as 2:30 p.m. Teachers shall not receive extra compensation for extensions of the workday caused by grievance hearings.

### **SECTION 3 GENERAL PROVISIONS**

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

arbitration mentioned under "Step 4" above, the grievance shall be deemed to have been waived.

Time limits specified in Section 2 of this Article as to things to be done at any step may be extended by agreement between the parties.

#### A. NOTIFICATION OF TIMELINES

Any written notice to be given under Section 2 by the employee to his/her superior or to the District Superintendent may be given by hand delivery, or by leaving it with a person in charge of the office of such superior or of the District Superintendent, or by mailing it by certified mail, return receipt requested, addressed to such superior or to the District Superintendent, at their respective offices. Such notice to be given by the employee to the Newark Public Schools may be given by mailing it certified mail, return receipt requested, addressed to the Newark Public Schools. Any notice of decisions to be given to the employee may be given by hand or by mailing it by certified mail, return receipt requested, addressed to her/him at his/her home address as shown in the Newark Public Schools' records. Any notice or decision to be given to the Union may be given by hand to the President of the Union, or by mailing it by certified mail, return receipt requested, addressed to the Union at its offices. The date of mailing shall be counted as the date of giving notices to be given by the employee, by his/her superior, the District Superintendent, or the Newark Public Schools under Section 2 of this Article, but if a notice or decision of the employee's superior, or the District Superintendent is given to the employee by certified mail, the time within which the employee may give notice of appeal as provided under "Step 3", or notice of request for arbitration as provided under "Step 4" above shall be increased by two (2) days.

#### B. PERSONS ELIGIBLE TO PARTICIPATE

Persons proper to be present for the purpose of this Article are defined as the aggrieved, the appropriate Union and Newark Public Schools representative and witnesses. When hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

#### C. GRIEVANCES ARISING FROM CENTRAL OFFICE ADMINISTRATORS

A grievance arising from the action of a supervisor attached to the Central Office, Associate to Assistant District Superintendent or Assistant District Superintendents, will first be discussed with that official and if not resolved informally, it may be processed in accordance with Step "3" or "4" above.

A grievance is a complaint by an employee that (1) s/he has been treated unfairly or inequitably by reason of any act of condition, including those relative to employee health and safety, which is contrary to establish and prevailing policy or practice governing or affecting employees health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, of (2) there has been as to him/her a violation, misinterpretation or misapplication of the provisions of this Agreement of any of the existing rule, regulations or orders of The Newark Public Schools of the New Jersey State Department of Education having the force and effect law.

#### D. NTU ARBITRATION CHOICES

Nothing in this contract shall be construed as compelling the Union to submit a grievance to

arbitration.

**E. REPRISALS AGAINST PARTICIPANTS NOT ALLOWED**

No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.

**F. MUTUALLY AGREED TIME LIMITS**

In the event that a grievance is carried to "Step 2", the Union shall be immediately notified. The time for a meeting or a hearing at all steps other than Step "1," within the prescribed time limits, shall be fixed by mutual agreement. Such hearing must take place within the time limit provided in this step.

**G. YEAR END GRIEVANCES**

In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year.

**H. GRIEVANCES AND PERSONNEL FILES, PROMOTIONS AND JOB PLACEMENTS**

Official grievances shall not be placed in the personnel file of the employee, nor shall they be utilized in the promotional process or any recommendation for job placement.

**I. GRIEVANCE FORMS**

A form for the appropriate filing of a grievance shall be mutually agreed to by the parties and made available in the office of the principal in every school.

**SECTION 4 ARBITRATION**

**A. REQUEST FOR BINDING ARBITRATION**

In the event a grievance shall not have been settled under the above procedure, the employee may have the grievance submitted to binding arbitration by giving, within ten (10) school days after the decision of the District Superintendent has been given to the employee and the Union pursuant to the above provisions under the caption "Step 3", to the District Superintendent, and the Newark Public Schools, the employee's written request for binding arbitration by the procedures and subject to the provisions set forth below.

**B. ARBITRATION AWARD**

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

**C. SELECTION OF ARBITRATOR**

The arbitrator shall be selected by mutual agreement of the Newark Public Schools and the Union. Any arbitrator shall be a member of the National Academy of Arbitrators with a minimum of five years' experience as an Arbitrator. In the event that the Newark Public Schools and the Union are unable to agree upon the selection of an Arbitrator, either of the two shall call upon

the Public Employment Relations Commission Panel to name the Arbitrator.

This arbitrator shall sit for the duration of the agreement. The arbitrator shall arrange the dates, meeting places, and agenda of any and all arbitration proceedings.

The arbitrator shall serve until s/he receives notice of termination of her/his services by either the Newark Public Schools or the Union. In such a case, a new arbitrator shall be appointed as described above. Termination shall not affect any grievance upon which a hearing has commenced.

#### **D. ARBITRATOR'S PANEL POWER**

The Arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of the term "grievance" under the Section 1 of this Article. The Arbitrator shall, in the performance of his/her duties, be bound by and comply with the provisions of this Agreement. The Arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The Arbitrator's decision shall be binding and in writing and shall set forth its opinions and conclusions on the issues submitted. The Arbitrator shall have the power to make compensatory awards, where necessary, to implement decisions.

#### **E. ARBITRATOR'S LIMITS**

The Arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or applicable law, or rules and regulations having the force and the effect of law.

The Arbitrator's decision shall not usurp the functions or powers of the Newark Public Schools as provided by statute.

#### **F. FEES AND EXPENSES FOR ARBITRATOR**

Fees and expenses of the Arbitrator shall be borne equally by the Newark Public Schools and the Union.

### **ARTICLE IV - NTU RIGHTS**

#### **SECTION 1 LEAVE FOR UNION SERVICE**

The Newark Public Schools shall grant an unpaid leave of absence to members of the bargaining unit upon their personal request and that of the Union to work for the Union, the New Jersey State Federation of Teachers, or the American Federation of Teachers. No more than seven (7) such leaves of absence shall be granted at any one time. Such leaves shall be granted for a period of not more than one academic year and shall be renewed upon request by the employee and certification by the Union.

When any individual granted such leave of absence returns to regular employment with the Newark Public Schools s/he shall be placed on the step of the salary schedule that s/he would have attained had s/he been continuously employed during such absence. There shall be no loss of seniority or any other right available to him/her under the law or the terms of this agreement because of such leave of absence,

The period of the leave shall not be included in computing length of service for the time required to attain tenure.

Any employee granted such leave of absence shall have the right to have maintained, on the same basis of all employees, any employee health plan available to Newark Public Schools employees for hospital costs, medical-surgical benefits, major medical insurance, and any other such benefits upon regular payment by the Union on his/her behalf to the District Superintendent of amounts sufficient to cover the cost to the Newark Public Schools for continued participation in such employee health plans, provided the Newark Public School's insurers will permit it.

## **SECTION 2 CONTRACT NEGOTIATIONS ON SCHOOL TIME**

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

## **SECTION 3 NTU BULLETIN BOARDS**

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

## **SECTION 4 UNION ACTIVITIES WHILE ON-DUTY**

No teacher shall engage in Union activities during the time s/he is assigned to teaching or other duties, provided that teachers shall be permitted to engage in Union activities as specifically provided in this Article IV.

## **SECTION 5 NTU MEETINGS**

### **A. REP- STAFF MEETINGS**

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

## **B. GENERAL MEMBERSHIP MEETINGS**

The District Superintendent shall, upon timely notification by the Union, grant to the Union the use of facilities in school buildings after school hours for the purpose of conducting general membership meetings. Such use must terminate no later than 6:00 p.m. Such use shall be granted provided that the use of the facilities shall not be in conflict with previously scheduled programs and activities. No more than twenty (20) such meetings per year may be required. There shall be no fee for the use of such facilities.

## **SECTION 6 MEETING WITH PRINCIPALS**

### **A. BUILDING REP MEETINGS WITH PRINCIPAL**

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

### **B. BUILDING REP MEETING GUIDELINES**

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

### **C. INDIVIDUAL SCHOOL POLICIES**

Individual school policies shall not be inconsistent with the terms of this Agreement, unless waived by a site-based decision as set forth in Article V, Section 8 and/or as stated otherwise in these agreements.

## **SECTION 7 AVAILABILITY OF NEWARK PUBLIC SCHOOL PUBLIC RECORDS & DATA**

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

## **SECTION 8 DISTRIBUTION OF NTU LITERATURE IN SCHOOLS**

The Union shall have the right to place material dealing with proper and legitimate Union business in the employee's mailboxes, real and electronic. To facilitate this, the District will provide NTU with an updated email list for NTU members and NPS administrators.

## **SECTION 9 DISTRICT - NTU MEETINGS**

Meetings shall be scheduled between the Newark Public Schools and the Union to discuss

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

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

## **SECTION 10 SCHOOL VISITS BY NTU OFFICIALS/REPRESENTATIVES**

### **A. MEMBER CONFERENCES**

The Newark Public Schools shall permit the President of the Union or one of the Union liaison officers to visit the schools. The union representative should make known his/her presence to the appropriate authority in the school, i.e. principal or acting administrator. Conferences with teachers, should they become necessary, shall be scheduled so as not to interfere with or disrupt normal school functions.

### **B. CLASSROOM VISIT BY UNION OFFICIALS**

Union officials shall be permitted to visit in the classroom of any teacher who so requests. Union officials, not employed by the Newark Public Schools, shall be permitted to visit classroom teachers who shall request such visitations, providing that the visiting official informs the building principal of the intent to visit prior to entering the classroom, and providing that no Newark Public Schools observation shall be conducted at the same time,

### **C. NOTICE TO BUILDING REP OF CENTRAL ADMINISTRATORS' VISITS**

The school clerk shall notify the NTU Building Representative when central office administrators and supervisors are present in the school building,

No teacher shall engage in Union activities during the time s/he is assigned to teaching or other duties, provided that teachers shall be permitted to engage in Union activities as specifically provided for in Article IV of this Agreement.

### **D. ARREST OF NTU MEMBER ON SCHOOL PROPERTY**

The Newark Public Schools agrees to notify the Newark Teachers Union of any arrest of a member of the bargaining unit, which takes place on school property. Notification to the Union will take place as soon as possible but prior to the end of the school day.

## **SECTION 11 NTU REPRESENTATION AT BOARD MEETINGS**

The Newark Public Schools shall furnish to the Union three (3) copies of the agenda of each Board meeting twenty-four (24) hours prior to each Advisory Board meeting or at the same time when such copies of the agenda are made available to the Board members, whichever is



sooner. The Union shall be allowed a period of ten (10) minutes to present at the conference meeting its views. Additionally, the Union may be heard as to any items affecting school welfare during that period of the Board's public meeting devoted to the presentation of statements by individuals and organizations. The NTU President, or designee, shall be listed within the first ten (10) inclusive speakers on that portion of the Newark Public Schools action meeting devoted to discussion on general topics. This provision shall remain in effect during the life of this Agreement.

## **SECTION 12 LEAVE OF ABSENCE FOR UNION CONVENTIONS**

### **A. AFT, NJ AFL-CIO AND NJ SFT CONVENTIONS**

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

### **B. LEGISLATIVE AND GOVERNMENT BODIES**

Administrative leaves of absence without loss of pay to attend meetings of the Newark Municipal, Essex County, New Jersey State or Federal Legislative bodies may be granted to duly qualified representatives of the Newark Teachers Union upon written request by the Union to the District Superintendent. Such requests, limited to two (2) Union representatives per meeting, shall be received by registered mail with a return receipt requested in the Office of the District Superintendent at least two weeks prior to the date of the meeting and the District Superintendent shall make a timely response to the Union. If no response from the District Superintendent is received by the Union by the day prior to the meeting, the absence of a response shall mean approval.

### **C. NUMBER OF DAYS AVAILABLE**

In any school year the total number of days available to all such representatives collectively, no matter how distributed among those to who days are granted pursuant to the foregoing, shall not exceed an aggregate of more than fifty (50) days.

### **D. LIMITATIONS ON REPRESENTATIVES**

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

## **SECTION 13 DUES DEDUCTION**

The Newark Public Schools agrees to continue to deduct from the salary of its employees dues for the Union, as said employees individually and voluntarily authorize the Newark Public Schools. The Newark Public Schools will remit dues deducted from members (supported by a schedule, listing names and amounts) within fourteen (14) days of the payday.

## **SECTION 14 USE OF SCHOOL PHONE FOR UNION BUSINESS**

All NTU Building Representatives and Officers may use the school phone at appropriate times,

in order to conduct Union and/or Newark Public Schools business.

## **SECTION 15 REASONABLE NOTICE FOR SCHOOL CLOSING**

The Union shall be given reasonable notice prior to a school closing, delayed opening of school and early dismissal of school due to an emergency or inclement weather conditions.

## **ARTICLE V - GENERAL CONDITIONS OF EMPLOYMENT**

### **SECTION 1 FAIR EMPLOYMENT PRACTICE**

#### **A. TENURE EMPLOYMENT PRACTICE**

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

#### **B. NON-TENURED NOTIFICATION DATE**

The Newark Public Schools shall notify a non-tenured teacher on or before May 15th of his/her employment year if his/her employment will not be renewed for the next ensuing school year.

### **SECTION 2 CONTRACT FLEXIBILITIES**

#### **A. SITE-BASED DECISION-MAKING AND WAIVERS**

1. Schools may seek waivers from provisions of the collective bargaining agreement, including the provisions related to the traditional school schedule if teachers so desire to extend the work day.
2. No waiver request may be sought from salary guides, fringe benefits, holidays, grievance procedures, transfer provisions, and seniority provisions.
3. 25% of the staff may raise an issue that requires a waiver from the CBA.
4. The affected, permanently assigned staff may vote by secret ballot to seek a waiver from the CBA.
5. If 50% plus one of the affected, permanently assigned staff who vote choose to waive provision(s) of the CBA, the waiver will go to the building principal, Superintendent, and NTU President for review.
6. Waivers require the approval of the building principal, the Superintendent, and the NTU President.

Approval shall not be unreasonably withheld and an explanation of denial is required in writing within ten (10) calendar days. In the event either party feels a waiver has been unreasonably withheld, the District and NTU will work to resolve it directly.

## B. TURNAROUND AND RENEW SCHOOLS

1. Schools identified as Turnaround Schools shall receive waivers from certain provisions of the CBA. No waiver request may be sought from salary guides, fringe benefits, holidays, grievance procedures, transfer provisions, and seniority provisions.
2. For each school, Newark Public Schools will choose among the following waiver templates annexed hereto:
  - A – High School without additional instructional minutes
  - B – High Schools with additional instructional minutes
  - C – Elementary School without additional instructional minutes or
  - D – Elementary Schools with additional instructional minutes
  - These templates have been selected because they currently exist as successful examples in Newark Public Schools. See Exhibit F (“Turnaround School Waivers”).
3. Waivers that seek to amend Waiver A, B, C, and D are subject to approval by the Superintendent and the NTU President. Approval shall not be unreasonably withheld and an explanation of denial is required in writing. In the event either party feels a waiver has been unreasonably withheld, the District and NTU will work to resolve it.
4. In high schools with a student population of 925 or more, the average daily teaching load for each teacher shall not exceed the average daily teaching load in Newark Public Schools conventional high schools.

## C. ELECTION TO WORK AGREEMENTS

1. Election to Work Agreements to be disseminated by Newark Public Schools after consultation with NTU will further specify expectations and requirements at each school but will be consistent with the waiver template chosen.
2. Staff may choose to sign the Election to Work Agreements or apply for other vacancies within Newark Public Schools.

## D. DESIGNATION

1. In designating Turnaround Schools, Newark Public Schools considers a variety of data points including but not limited to the following: enrollment patterns over time, proficiency over time, and growth over time.
2. Newark Public Schools will consult with the Union on the number of schools it designates as Turnaround Schools. Newark Public Schools will designate a maximum of ten (10) schools as Turnaround Schools each year for the duration of this contract.

## SECTION 3 SCHOOL CALENDAR

### A. IN-SERVICE DAYS

The scheduling of in-service days shall be conducted during any month. In-service days will not be scheduled on the day immediately preceding the following: 1. Thanksgiving, 2. winter break, and 3. spring break. In-service days will not be scheduled during a multi-day student recess or

Saturday, except where agreed to in any of the provisions provided in Article V, Section 2, "Contract Flexibilities". The in-service days will be listed in the school calendar. Attendance on in-service days is mandatory.

## B. WORK YEAR

1. Effective in the 2017-18 school year, there shall be scheduled no more than 182 pupil days and 188 workdays for employees covered by this Agreement, except as noted in Article V, Section 2, C and D.

There shall be:

- a) four (4) professional development days at the beginning of the school year (one of those days shall be an organizational day, defined for the purposes of this contract as a day free from required activity so that staff can freely set up and prepare for the school year);
- b) Two (2) professional development days during the school year;
- c) The District will periodically provide early dismissals for students to provide professional development to teachers. The District reserves the right to evaluate and to discontinue this practice.

The start of the school year is determined by the District.

2. Instructional days may be either full length or early dismissal (which means a 1:00 p.m. student dismissal) at the discretion of the Newark Public Schools. Employees may be required to remain until the normal employee departure time, including after-school meeting time, on minimum length instructional days. These days will not be scheduled on Fridays or the day before a holiday. These days will be an exception to the provisions of Article V, Section 4, B2. The Superintendent or her/his designee will issue a minimum of two (2) weeks advanced notice of the 1:00 p.m. student dismissal for teacher training.

3. There shall be 1:00 p.m. student and employee dismissal on the last student day preceding Thanksgiving and Christmas.

4. At least three (3) of the annual in-service days will be designated by the district to qualify for the twenty (20) hours of State mandated professional development for teachers per year for five (5) years.

## C. ORIENTATION DAY

Teachers who were not employed by the Newark Public Schools during the previous school year may be required to report one (1) day immediately prior to the start of the school year. This day should be the same day as the day listed in Article V, Section 2, D.

## D. NEW TEACHER ORIENTATION

All teachers new to the Newark Public Schools shall be required to attend, without additional compensation, two (2) full day orientation sessions.

The orientation sessions will be held on the Tuesday, Wednesday or Thursday immediately preceding the start of the school year. The purpose of the orientation days shall be to inform new teachers of system wide policies, practices, and procedures related to their jobs and/or

employment.

Teachers in their first year of teaching may be required to attend one (1) meeting per month, up to two (2) hours in length for the purposes set forth herein.

#### **E. SCHOOL CALENDAR**

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

Nothing herein shall limit the right and responsibility of the Newark Public Schools to adopt a calendar.

For School Calendars 2015-2019, refer to the Newark Teachers Union Pocket Calendar. Emergency school closing days that require rescheduling to meet the 180 day school year statutory mandate will be rescheduled at the end of the school year. The Union shall rely upon the District's calendar for their pocket calendar.

### **SECTION 4 TEACHER SCHEDULES AND THE SCHOOL DAY**

#### **A. NTU BUILDING REPRESENTATIVES - PREP PERIOD**

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

The activities of the NTU Building Representative shall be confined during the administrative period to the school and shall not interfere with the normal operations and activities of the school and its personnel. No teacher should engage in Union activities during the time s/he is assigned to teaching or other duties, provided that teachers shall be permitted to engage in Union activities as specifically provided for in Article IV, Section 11.

#### **B. ELEMENTARY SCHOOLS**

##### **1. SIGN-IN TIME**

In all elementary schools, teachers and other instructional employees should sign in at the office of the school no later than five (5) minutes prior to the time they are scheduled to be at their assigned stations at the beginning of the school day. They shall be expected to report to their assigned stations as provided below in sub-section 3.

##### **2. END OF DAY**

Teachers shall be free to leave at their discretion at the time specified in subsection 3, except on the early dismissal days that precede holidays when teachers shall be permitted to leave ten (10) minutes after classes end.

### 3. REGULAR DAY SCHEDULE FOR ELEMENTARY SCHOOLS

The regular schedule of elementary school shall be a continuous instructional day of six (6) hours and forty-five (45) minutes."

A. At the principal's discretion, schools shall start no earlier than 7:30 a.m., end no later than 4:30 p.m., and operate for the existing length of the continuous instructional day. Any change in the school schedule requires at least thirty (30) days' notice to the school's staff and families before the school year begins. No changes to the school schedule shall occur during the school year unless an emergency situation arises.

B. The traditional standard scheduled for Elementary Schools is as follows:

Teachers arrive	8:20 AM
Teachers report to assigned stations	8:25
Pupils arrive	8:25
Formal instruction begins	8:35
Lunch period equal to that of students	
Classes end	2:50 PM
Students dismissed	2:55
Teachers depart	3:05
Teachers sign out as indicated in B2 above.	

### 4. SPECIAL CIRCUMSTANCES

It is recognized that special circumstances in particular schools may require variations from the schedule, except where agreed to in any of the provisions provided in Article V, Section 2, "Contract Flexibilities". When such cases occur, the specific variations shall be made after negotiations between the Union and the Newark Public Schools, or its designee. However, in case of such variations, the total hours of service in the school day shall neither be increased nor decreased. The hours of the teacher's school day shall be consecutive in all cases.

### 5. PREPARATION PERIODS FOR ELEMENTARY SCHOOL EMPLOYEES

Employees shall have those periods during which specialists cover their classes set aside for preparation. All elementary school employees shall receive a minimum of four (4) fifty (50) minute preparation periods in a five (5) day week.

Preparation periods may be used by the principal or his/her designee to hold common planning periods. A maximum of eight (8) preparation periods per month may be utilized to hold common planning periods.

### C. SPECIAL SCHOOLS AND SPECIAL CLASSES

#### 1. HOURS OF SERVICE FOR SPECIAL SCHOOLS OR CLASSES

In special schools or special classes, the hours of service of teachers shall be the same as that specified in caption B-3 of this Article and Section, however in any cases where the lunch period is part of the instructional program of the specific class taught by the teacher, and teaching situations makes it desirable that the teacher eat lunch with pupils, and such arrangements have been made by agreement between the teacher and Principal, the lunch period shall be included as part of the teaching day and such classes will be dismissed at 2:25 p.m. Said

teacher may sign out at their discretion after their students have been dismissed from the building. Adjustments for special schedules and the hours of service of teachers of part-time classes in special schools or special classes shall be set up on the same basis as that in caption B-5 of this Article and Section. The designation of a special school shall be solely at the discretion of the District.

## 2. PREPARATION PERIODS IN SPECIAL SCHOOLS

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

## 3. TEACHERS WHO VOLUNTEER TO WORK BEYOND THE WORKDAY

Teacher(s) who volunteer to work beyond their work day to supervise students awaiting their buses will be paid on a prorated basis of 1/200th of their annual salary for time worked.

## D. SECONDARY SCHOOLS

### 1. SIGN-IN TIME

Teachers in junior and senior high schools shall be expected to sign in at the beginning of the scheduled day no later than five (5) minutes prior to either the beginning of the homeroom period or Period 1, whichever comes first.

### 2. END OF DAY

Teachers shall be free to leave at their discretion at the time specified in Subsection 3, except on the early dismissal days that precede holidays when teachers shall be permitted to leave ten (10) minutes after classes end.

### 3. REGULAR DAY SCHEDULE

A. At the principal's discretion, schools shall start no earlier than 7:30 a.m., end no later than 4:30 p.m., and operate for the existing length of the continuous instructional day, six (6) hours and forty (40) minutes. Any change in the school schedule requires at least thirty-day's (30) notice to the school's staff and families before the school year begins. No changes to the school schedule shall occur during the school year unless an emergency situation arises.

B. The work day shall include the equivalent of five (5) teaching periods, one (1) service period, one (1) preparation period, one (1) lunch period and one (1) homeroom, except where agreed to in any of the provisions provided in Article V, Section 2, "Contract Flexibilities". A maximum of twelve (12) common planning periods per month may be held during a two (2) block schedule by a principal or his/her designee in the secondary schools during preparation and service periods. Preparation periods may be used by a principal or his/her designee to hold common planning periods. A maximum of eight (8) preparation periods per month plus four (4) service periods per month may be used to hold said twelve (12) common planning periods per month. During a three (3) block schedule a maximum of six (6) preparation periods may be used by a principal or his/her designee per month. Service periods do not apply under a three block schedule.

C. The traditional standard schedule for Secondary Day is as follows:

	8:10 AM
Teachers arrive	
Teachers report to assigned stations	8:15
Homeroom or period 1 begins	8:20
Lunch period equal to that of students	
Classes end	2:40 PM
Teachers depart	2:50

#### 4. SPECIAL ADJUSTMENTS TO SCHEDULES

Because of special adjustments necessary in the schedule planning of specific junior and senior high schools, variations in the schedule stated under caption D-2 of this Article and Section shall be permissible. In such cases, as early prior to the close of school, but no later than June 1, such variations in schedule shall be negotiated between the Newark Public Schools and the Union, except where agreed to in any of the provisions provided in Article V, Section 2, "Contract Flexibilities." Prior thereto, the principal of the specific school and the Union representative for that school shall meet and prepare a schedule to submit to the Union and the District Superintendent or his/her designee. If after five (5) school days following the delivery of said schedule, neither the Union nor the District Superintendent has indicated disapproval, said schedule shall be considered to have been agreed upon by both parties. In the event of a disagreement by either party or both, the Union and the District Superintendent shall conduct further negotiations.

In cases of such special adjustments, the total number of working hours for a teacher shall in no case exceed those of the schedule contained in caption D-2 of this Article and Section. The hours of the teacher's school day shall be consecutive in all cases. If a teacher in any school with a special schedule reports after the initial Homeroom period or period 1 (as the case may be), the teacher need sign in only five minutes before reporting to his first assignment.

Regardless of any variations of schedule, each teacher shall have a duty free lunch period equal in length to that of the students and a preparation period included within his/her schedule.

#### 5. BLOCK SCHEDULING

Secondary teachers assigned to block schedules will be assigned two (2) teaching blocks in the fall semester and three (3) teaching blocks in the spring semester or vice-versa.

Service or duty assignments shall be staggered so that teachers have two (2) assignments in the semester with two (2) teaching blocks and zero (0) assignments in semesters with three (3) teaching blocks. Teachers shall not be scheduled to teach more than two (2) consecutive blocks. Teachers may volunteer to teach three (3) consecutive blocks.

#### E. PER-DIEM SUBSTITUTE DAILY SCHEDULE

In assigning the per-diem substitute to her/his day's schedule, that substitute shall replace in full the service of the regular teacher for whom s/he is substituting. If the schedule of the regular teacher requires less teaching time than is regularly assigned to the teachers under the agreement, s/he may be given any assignment proper to per-diem substitute teachers for the extra time.



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

#### F. SCHOOL DAY FOR SIX HOUR AIDES

##### 1. NORMAL SCHOOL DAY

The normal school day for six-hour aides shall be six (6) hours and thirty (30) minutes including a thirty minute duty free lunch break. The starting time for six-hour aides may be subject to variations as required by the needs of the school as determined by the principal, but in no instance shall six hour aides work in excess of less than six hours.

##### 2. TEN MINUTE BREAK

All six hour aides shall be entitled to one ten (10) minute break in each workday.

#### G. ABSENTEEISM AND TARDINESS

##### 1. REPORTING AND FAILING TO REPORT ABSENCES

All teachers are required to report their absence one (1) hour prior to the scheduled sign-in time. Failure to report an absence as required will result in the deduction of one (1) day's pay.

##### 2. LATE ARRIVAL TO SCHOOL

In the event a teacher calls to report a late arrival, salary for that teacher will be deducted in accordance with time missed based upon their current rate of pay. Should a teacher fail to report to their assignment one half hour after the official sign-in time that teacher will be considered absent for that day.

##### 3. ABSENCE BEFORE AND AFTER A HOLIDAY

All employees are required to work the last scheduled working day before and the next scheduled working day following the scheduled holiday(s). Failure to report before and after the scheduled holiday shall result in loss of pay for said occurrence.

##### 4. EXCEPTIONS:

Personal days, extended sick leave, and short term sick leave. In the case of short term sick leave the employee must submit medical certification from a licensed physician or hospital, including a diagnosis, verifying that s/he was either physically unable to perform his/her duties or that s/he was carrying a contagious disease on the day(s) of absence. The medical certificate must be submitted via email, hand-delivery fax, or certified mail to the Office of Employee Services at the Newark Public Schools' administrative offices within three (3) working days of the date the employee returns to work. The form should not be submitted to your school or department.

## **SECTION 5 CLASS ASSIGNMENTS**

### **A. CLASS ASSIGNMENTS**

#### **1. NUMBER OF SUBJECTS AND PREP PERIODS REQUIRED**

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

#### **2. ROOM ASSIGNMENTS**

Exclusive of teachers assigned to teach in more than one (1) school, whenever possible, teachers shall not be assigned to teach in more than two (2) rooms and efforts shall be made to have such rooms in as close proximity to each other as can be scheduled. Whenever teachers are required to share a room, all the facilities of that room shall be available equally to each teacher who uses it.

#### **3. NOTICE OF TEACHER SCHEDULE PRIOR TO END OF YEAR**

Prior to the close of school in June, whenever possible, teachers and aides shall be notified of what their schedules will be in September, except where agreed to in any of the provisions provided in Article V, Section 2, "Contract Flexibilities". It shall be understood that such schedules are subject to change based upon changed conditions, which may occur between the close of school in June and their reopening in September. If a change is necessitated, the teacher shall be notified forthwith.

#### **4. EXCUSED FROM SPECIFIC DUTIES**

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

#### **5. CONSECUTIVE ASSIGNMENTS LIMITED TO THREE**

No teacher in a departmental arrangement shall be assigned to more than three (3) consecutive assignments except when emergency circumstances necessitate it or upon the written request of the teacher to the principal of the school. Lunch periods and preparation periods shall not be considered assignments for the purpose of this paragraph.

#### **6. TEACHING CLASS ASSIGNMENTS**

##### **A. SECONDARY/JR HIGH TEACHING CLASSES PER DAY**

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

The parties agree that compensation for high school teachers working a sixth period shall be capped at a total compensation of \$6,000. This payment will be a non-pensionable stipend paid in two equal installments of \$3,000 each (minus applicable taxes) or the prorated amount for the period of time that sixth period is worked, which is less. The parties also agree that teachers will be required to sign an individual Memorandum of Agreement to work the sixth period and the monies paid will be prorated for the portion of the year that the sixth period is worked.

#### **B. CLASS COVERAGE COMPENSATION**

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

#### **7. POSTING OF SCHEDULES**

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

#### **8. PREPARATION PERIODS DEFINED**

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

### **SECTION 6 OPEN HOUSE: EVENING SCHOOL MEETINGS**

As part of their professional services all teachers shall be required to attend Back-to-School Night and Parent Conferences which shall be scheduled at the beginning of the school.

All teaching staff members shall be required to remain in school following the conclusion of the student day for the purpose of conducting parent conferences two (2) times per school year. The parent conference days shall be scheduled on minimum length student days, one (1) conference day will be scheduled in the fall semester and one (1) day in the spring semester.

The parent conference time shall begin fifteen (15) minutes after the students depart and shall end not later than 7 PM. Food service shall be available for the teaching staff members in the school.

The parent conferences shall be scheduled through collaboration among the teacher, the administrator and the parent.

### **SECTION 7 SENIORITY**

#### **A. DEFINITION**

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

## B. STANDARDS FOR DETERMINING SENIORITY

Standards for determining seniority N.J.A.C 6:3-5.1 Seniority, pursuant to N.J.S.A. 18A:29-9 et seq., shall be determined according to the number of academic or calendar years of employment, or fraction thereof, as the case may be, in the school district in specific categories as defined by law. The periods of unpaid absences not exceeding thirty (30) calendar days aggregate in one (1) academic or calendar year, leaves of absence at full or partial pay and unpaid absences granted for study or research shall be credited toward seniority. All other unpaid absences or leaves of absence shall not receive seniority credit.

## C. LENGTH OF SERVICE

In computing length of service for seniority purposes, full recognition shall be given to previous years of service within the district and the time of service in or with the military or naval forces of the United States or this State, pursuant to the provisions of N.J.S.A. 18A:28-12 and Article X, Section 3.

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

## SECTION 8 ASSIGNMENT AND TRANSFER

### A. VOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL

#### 1. VACANCIES LISTED

All vacancies shall be posted on a rolling basis as soon as practical after they are identified but no later than June 1st, except in case of emergencies.

#### 2. APPLICATIONS FOR TRANSFER

Employees who wish to make application for transfer or assignment to any such vacancies shall submit their requests in writing to Employee Services and such applications shall include in order of preference, the school or schools, subject or grade level desired.

#### 3. REASON FOR NOT TRANSFERRING

Upon request, any employee who has applied for but not been granted a transfer, will be given an explanation, in writing, by Employee Services.

### B. REASSIGNMENTS WITHIN A SCHOOL

#### 1. NOTIFICATION TO PRINCIPAL

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

## C. INVOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL

### 1. TRANSFERS

When an involuntary transfer or reassignment is being recommended, the principal shall meet with the teacher involved, no later than June 15, whenever possible, to notify the teacher of the reason for the recommended transfer or reassignment. If requested, the reason for the recommended transfer or reassignment shall be given to the teacher, in writing, by the principal within five (5) school days of the meeting.

### 2. WRITTEN REASON

Upon request, Employee Services shall furnish the employee who has been transferred an explanation, in writing, for said transfer.

## SECTION 9 NECESSARY DUTIES

Necessary duties, which the Newark Public Schools can assign by contract right to covered employees, other than professional work, shall be limited to the following.

### A. ELEMENTARY/MIDDLE SCHOOL TEACHERS

#### 1. MEETING STUDENTS

Elementary/middle school teachers shall be assigned to lead their classes to the classroom from the building entrance.

#### 2. PLAYGROUND DUTY

Up to three (3) teachers per school day may be assigned (volunteers are preferred) to supervise the playground prior to the start of the school day. Playground duty shall begin at 8:05 AM or at the start of the school if earlier. Teachers assigned to AM playground duty may depart at the student departure time on the day(s) the teacher is assigned to the AM playground duty. Teachers shall be assigned to playground duty based on district-wide seniority whenever there are insufficient volunteers.

#### 3. VOLUNTEERING FOR CAFETERIA / PLAYGROUND DUTY

##### a. COMPENSATION

In elementary/middle schools, teachers may volunteer for cafeteria/playground duty during the teacher's duty free lunch period. Any teacher who volunteers for cafeteria/playground duty during his/her duty free lunch period for a full school year shall be paid two thousand dollars (\$2,000). Assignments for part of the year shall be pro-rated.

##### b. POSTING NOTICES AND ASSIGNMENTS

Volunteers shall be sought by posting a notice on the bulletin boards in the building. Assignments will only be available in the building in which the teacher teaches. Time sheets for elementary cafeteria/playground duty shall be submitted at the end of the second and fourth marking periods.

**B. SECONDARY SCHOOL TEACHERS**

**1. MONITORING TEACHERS DURING CLASSES**

The principal of their school shall require secondary school teachers to stand outside the door to their individual classroom, between classes, to monitor the passing of students from class to class.

**2. CAFETERIA DUTY**

Teachers in the junior and senior high schools may volunteer to perform cafeteria duty as their service assignment. To the maximum extent possible, teachers who volunteer for cafeteria duty will have their preparation period scheduled during either the first or last period of the day. If the teacher so elects, s/he will be permitted to arrive or depart at the end or beginning of his/her preparation period provided all other contractual requirements are met including, but not limited to, attendance at meetings.

**C. SERVICE PERIODS**

A teacher shall have five (5) service periods or the teacher may volunteer for two (2) hall duties, one (1) service period and two (2) preparation periods per week.

**D. DUTY FREE LUNCH PERIOD**

Every teacher shall be provided with a duty-free lunch period equal to that of the students.

**SECTION 10 DUTIES OF AIDES**

**A. SIX HOUR AIDES.**

The duties of six hour aides shall be the same as the job specifications contained in the Newark Public Schools' Title 1 Proposals for the year 1970-71.

**B. PER DIEM SUBSTITUTES**

Per Diem substitutes shall supervise and engage in the duties and activities related to cafeteria , halls, playgrounds, sidewalks, and buses.

**C. TEACHERS VOLUNTEERING**

Teachers may voluntarily perform such activities as described in B above.

**D. PARENT VOLUNTEERS**

Any expenditures for non-instructional duties other than those listed above shall be made only if the Newark Public Schools deems it necessary. Volunteer parent help can be recruited for additional non-classroom work if it is deemed necessary by the Newark Public Schools. All existing aide positions will be maintained during the term of the contract.

## **E. SUBCONTRACTING**

The NPS shall not contract (privatize) any schools or jobs without first negotiating with the NTU. Such negotiations shall be limited to the terms of separation for employees whose jobs are eliminated by the subcontracting.

## **SECTION 11 ASSIGNMENTS FOR AIDES**

### **A. PRIMARY CONSIDERATION**

Primary consideration in making any assignment shall be based upon the competency, training, and experience of the unit members for the undertaking.

### **B. LEAVING BUILDING**

If the need arises, the employees may leave the building with the permission of the principal or appropriate authority.

### **C. SUBSTITUTE TEACHER SCHEDULE**

In assigning the per diem substitute to her/his day's schedule, that substitute shall replace in full the service of the regular teachers for whom s/he is substituting. If the schedule of the regular teacher requires less teaching time than is regularly assigned to the teachers under the agreement, s/he may be given any assignment proper to the per diem substitute teachers for that extra time. In any per diem substitute's daily schedule in a secondary school, the preparation period and the service period may be interchanged one for the other at the discretion of the principal.

## **SECTION 12 SENIORITY FOR AIDES**

### **A. DEFINED**

Seniority for aides shall be defined as the length of service in the Newark Public Schools as a paid employee as defined in this bargaining unit.

### **B. FACTOR IN DISPUTE**

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

### **C. LAYOFFS**

Layoffs shall take place only when there is a general reduction in the work force, and then, shall be based on qualifications and seniority. When any members of the bargaining unit who work under the aegis of Civil Service must be dropped from employment in reverse order of their seniority, they shall be placed on a special reemployment list and they shall be reemployed in direct order of seniority.

### **D. PRIORITY FOR SUBSTITUTE AIDES**

Substitute aides included in the bargaining unit are to be given consideration for full time

positions before new applicants are hired.

## **SECTION 13 TEACHER PERFORMANCE EVALUATION AND PERSONNEL FILES**

### **A. SIGNED NOTICE OF EVALUATION**

Newark Public Schools will implement a new evaluation system beginning School Year 2012-2013. Members of the supervisory and administrative staff, authorized and competent to make such evaluations, shall regularly evaluate teachers' performance. When such evaluations involve visitation, it shall be done openly and with the knowledge of the employee being observed. The individual who makes the evaluation shall sign every written evaluation of the performance of any employee.

### **B. EVALUATION**

Evaluations/observations will be conducted in accordance with the Teacher Effectiveness and Accountability for the Children of New Jersey Act ("TEACHNJ"), N.J.S.A. 18A:6-117, et. seq. Teachers will receive an evaluation rating that designates them as highly effective, effective, partially effective, or ineffective. Teachers will receive an evaluation rating that designates them as highly effective, effective, partially effective, or ineffective. Teachers rated Partially Effective or Ineffective will be placed on a Corrective Action Plan (CAP) pursuant to N.J.S.A. 18A:6-117, et. seq.

### **C. OBSERVATIONS/EVALUATION CONFERENCES**

Observation/evaluation conferences shall be held within ten (10) calendar days of the classroom visit. The ten (10) days may be extended by the number of days that either party is absent.

### **D. ELECTRONIC MONITORING OR RECORDING**

Videotaping lessons is permitted for the purposes of coaching and support and shall not be used for any evaluative or disciplinary purposes. Teachers may opt out of any videotaping at any time without consequences.

### **E. OPPORTUNITY TO READ**

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

### **F. COPY OF EVALUATION TO TEACHER**

Teachers shall be given a copy of each evaluation.

### **G. RIGHT TO INSPECT FILE**

Any employee represented by the Union shall have the right to inspect all items in their personnel file. They shall also have the right to include in their file any information or material which s/he considers germane. Documents of anonymous origin shall not be placed in the employee's personnel file and shall not be used against the employee.



#### H. CONFIDENTIAL FILES

The Newark Public Schools agrees to continue its policy of treating these personnel files confidential.

#### I. INEFFECTIVE RATINGS

A teacher who receives an ineffective rating on their observation and/or evaluation report may request, in writing, and shall receive, a demonstration lesson, within ten (10) working days of the request.

#### J. PEER OVERSIGHT COMMITTEE

1. Newark Public Schools and the Union will establish a joint union/management evaluation committee, called the "Peer Oversight Committee", which shall meet regularly to review the implementation of the new evaluation system and make suggestions for improvement.

2. The Peer Oversight Committee will be comprised of an equal number of Union and Newark Public School representatives (no more than five (5) representatives each). The committee will meet monthly during the first year and quarterly in future years with dates to be determined and notice given in advance to committee members.

3. Committee will be apprised where specific schools have particularly high or low ratings as compared to other schools in Newark Public Schools. For example, if an inordinate number of teachers are evaluated as ineffective or partially effective and/or if other systemic issues are discovered, the committee will review such matters.

4. At the end of the school year or during the school year in extreme cases the committee will make specific recommendations to the Superintendent about how to adjust the system (if necessary) with the expectation of resolution.

5. The Superintendent shall not unreasonably withhold approval of recommendations of the majority of the committee.

6. The Committee and the Superintendent will publish an annual report summarizing the implementation progress and adjustments to the system.

#### K. SCHOOL IMPROVEMENT PANEL

1. Newark Public Schools and Union acknowledge that the TEACHNJ Act defines the School Improvement Panel ("SIP") in N.J.S.A. 18A:6-120 as follows:

a. "The School Improvement Panel ("SIP") shall include the principal, or his designee, who is serving in a supervisory capacity, an assistant or vice principal, and a teacher. The principal's designee shall be an individual employed in the district in a supervisory role and capacity who possesses a school administrator certificate, principal certificate, or supervisor certificate. The teacher shall be a person with a demonstrated record of success in the classroom who shall be selected in consultation with the majority representative. An individual teacher shall not serve more than three consecutive years on any one school improvement panel. In the event that an assistant

or vice principal is not available to serve on the panel, the principal shall appoint an additional member to the panel, who is employed in the district in a supervisory role and capacity and who possesses a school administrator certificate, principal certificate or supervisor certificate.

b. The panel shall oversee the mentoring of teachers and conduct evaluations of teachers, including an annual summative evaluation, provided that the teacher on the SIP shall not be included in the evaluation process, except in those instances in which the majority representative has agreed to the contrary. The panel shall also identify professional development opportunities for instructional staff members that are tailored to meet the unique needs of the students and staff of the school.

c. The panel shall conduct a mid-year evaluation of any employee in the position of teacher who is evaluated as ineffective or partially effective in her/his most recent annual summative evaluation, provided that the teacher on the school improvement panel shall not be included in the mid-year evaluation process, except in those instances in which the majority representative has agreed to the contrary.

d. Information related to the evaluation of a particular employee shall be maintained by the school district, shall be confidential, and shall not be accessible to the public pursuant to P.L. 1963, c.73 (C.47:1A-1 et seq.), as amended and supplemented.”

2. The principal and his/her administrative team – with support from the Superintendent’s team – are ultimately and solely responsible for the decisions, content and quality of teacher evaluations. Nothing described in Section K and L of this Agreement shall be interpreted as challenging this premise. Nothing in Section K and L of this Agreement shall be grievable with the exception of sub-sections K1, K2, K3, K4, and K8.

## **SECTION 14 TEACHER FACILITIES**

Each school shall have the following facilities:

### **A. CLASSROOM STORAGE SPACE**

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

### **B. TEACHER WORKROOM**

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

### **C. FACULTY LOUNGE WITH TELEPHONE**

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

### **D. TEACHER RESTROOM**

Well-lighted and clean teacher rest rooms.

#### **E. COMMUNICATION SYSTEM**

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

#### **F. SECURITY GUARD**

Each school shall have at least one (1) security guard during the school day.

#### **G. EXCLUDING INTRUDERS FROM SCHOOL GROUNDS**

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

#### **H. UNFIT CLASSROOM CONDITIONS**

The Newark Public Schools and the Union agree that whenever the hygienic and/or physical conditions of a classroom seem unfit to the teacher of that classroom, to the point of being intolerable said teacher shall so notify the principal. The principal shall evaluate the nature of the situation forthwith.

She/he shall determine whether said conditions are, in fact, tolerable or intolerable.

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

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

The appropriate Assistant Superintendent and/or his/her designee shall be notified immediately.

#### **I. CHILD STUDY TEAM FACILITIES**

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

### **SECTION 15 FACULTY MEETINGS**

All meetings of school facilities and departments shall be conducted after regular hours, so as not to impinge upon instructional time of students. The principal in the secondary and elementary schools shall schedule no more than one (1) school wide faculty meeting each month. No more than one (1) department meeting shall be scheduled each month in schools with departmental organization. Such meetings shall be scheduled for such lengths of time as are suitable for dealing with the problems under discussions, except that they shall not be continued beyond fifty (50) minutes from the start of the meeting. The meeting shall start promptly after dismissal. Such meeting shall be held on the lunch hour if the teachers and the administrators of that school mutually agree.

## **SECTION 16 PUPIL GRADES**

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

## **SECTION 17 TEACHER'S LESSON PLANS**

### **A. WRITTEN COMMENTS BY ADMINISTRATOR**

Written comments and/or notations by the administrator who reviews lesson plans shall be placed in either the margins of the lesson plan or on separate pieces of paper so that the lesson plan remains legible.

## **SECTION 18 ADMINISTRATIVE SUMMONS**

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

## **SECTION 19 CLASS INTERRUPTIONS**

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

## **SECTION 20 SOLICITATION OF FUNDS**

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

## **SECTION 21 SUPPLIES AND INSTRUCTIONAL MATERIALS**

### **A. TEXTS AND MATERIALS**

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

### **B. DISCRETIONARY FUND**

The Newark Public Schools and the Union agree to continue the teachers' discretionary fund. Ninety dollars (\$90) per teacher shall be made available by the school district in each school year. This money can be utilized by teachers for supplies that are in direct support of their instruction, including but not limited to books (other than textbooks), writing instruments, technology, ink for printers, and paper. Items can be shipped to the teacher's home or their school site if they are ordered online. If as of June of each school year there shall remain any unexpected amount in this discretionary fund, the unexpected amounts shall be redistributed according to the guidelines developed by the Office of the Superintendent and then be implemented in each school by the principal in cooperation with the Union building committee.

## **SECTION 22 PROFESSIONAL IMPROVEMENT FUND**

The amount each school year set aside by the Newark Public Schools for the Professional Improvement Fund shall be seventy-five thousand dollars (\$75,000.00) for the duration of this Agreement. All monies not utilized each year shall be cumulative in the fund.

Effective July 1, 2017, the maximum reimbursement permitted to each union member per fiscal year shall be \$500. (Note: This will not increase the overall amount of the PIF account.) The union member may draw upon this yearly allotment until it is exhausted, funds permitting. The Newark Public Schools and the Newark Teachers Union shall be responsible for maintaining their own records verifying each union member's use of the PIF allotment.

## **SECTION 23 VERIFICATION OF EMPLOYMENT**

Within a reasonable period of time, but not later than two (2) weeks after requested, the Newark Public Schools shall supply in writing, verification of individual's employment.

## **SECTION 24 PLACEMENT IN POSITIONS**

Individuals shall not be placed in any position (permanent or acting) until such time as the position has been properly posted and all unit employees have had the opportunity to apply for such positions. In the event of an emergency, determined by the District Superintendent, the above procedures may be waived and the District Superintendent may appoint an individual in an acting capacity.

## **ARTICLE VI - TEACHER PROTECTION**

### **SECTION 1 NEGLIGENCE**

#### **A. COST OF DEFENSE**

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching or other assignment to professional field experience, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

#### **B. REPORTING OF PERSONAL OR PROPERTY DAMAGE**

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

### **SECTION 2 ASSAULT AND PERSONAL INJURY**

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including

reasonable counsel fees and expenses of the original hearing or trial and all appeals.

### **SECTION 3 COMPENSATION**

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

#### **A. SALARY AND SICK DAY PROTECTION**

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

#### **B. AWARD RESTRICTION**

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

### **ARTICLE VII - SUMMER SCHOOL AND SUMMER RECREATION PROGRAMS**

#### **A. QUALIFICATIONS**

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

#### **B. POSTING**

Before such positions are filled, vacancies shall be posted by April 1st in the schools and applicants shall apply prior to May 1st. Successful applicants shall be notified by June 1st.

When any summer programs are expanded or new programs are initiated after the above dates, notice of such vacancies shall be posted within one week of the Newark Public Schools' decision.

#### **C. SELECTION**

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

#### **D. SUMMER PAY RATES PER HOUR**

<b><u>Summer Pay Rate</u></b>	
Teachers	\$37.00
Coordinators	\$38.00
Child Study Team	\$38.00
School Clerk	\$24.00
Permanent Aides	\$20.00

The summer pay rates apply to the in-school after school program.

**ARTICLE VIII - SCHOOL CLERKS SALARY**

**SECTION I - SCHOOL CLERKS SALARY GUIDE**

Effective July 1st in each appropriate year

**A. SCHOOL CLERK SALARY GUIDE – 10 MONTHS**

**School Clerk and Clerk Typist (10 Month) – Salary Guide**

2015-16		2016-17		2017-18		2018-19	
1	35,200	1	35,200	1	35,350	1	35,375
2	35,420	2	35,420	2	35,546	2	35,672
3	35,712	3	35,712	3	35,839	3	35,966
4	36,412	4	36,412	4	36,541	4	36,671
5	37,053	5	37,053	5	37,185	5	37,317
6	38,772	6	38,772	6	38,910	6	39,048
7	41,229	7	41,229	7	41,375	7	41,522
8	44,317	8	44,642	8	45,042	8	45,392

**School Clerk and Clerk Typist (10 Month) - Non-Pensionable Stipend**

2015-16		2016-17		2017-18		2018-19	
1		1	-	1	-	1	-
2		2	-	2	-	2	-
3		3	-	3	-	3	-
4	550	4	550	4	-	4	-
5	580	5	580	5	-	5	-
6	620	6	620	6	-	6	-
7	1,300	7	1,300	7	-	7	-

**Senior School Clerk and Senior School Clerk Bilingual (10 Month) - Salary Guide**

2015-16		2016-17		2017-18		2018-19	
1	35,400	1	35,600	1	35,700	1	35,800
2	35,900	2	35,900	2	36,027	2	36,155
3	36,900	3	36,900	3	37,031	3	37,162
4	37,900	4	37,900	4	38,035	4	38,170
5	39,900	5	39,900	5	40,042	5	40,184
6	40,900	6	40,900	6	41,045	6	41,191
7	41,900	7	41,900	7	42,049	7	42,198
8	44,437	8	44,762	8	45,162	8	45,512

**Senior School Clerk and Senior School Clerk Bilingual (10 Month) - Non-Pensionable Stipend**

2015-16		2016-17		2017-18		2018-19	
1	-	1	-	1	-	1	-
2	-	2	-	2	-	2	-
3	-	3	-	3	-	3	-
4	600	4	600	4	-	4	-
5	610	5	610	5	-	5	-
6	630	6	630	6	-	6	-
7	1,310	7	1,310	7	-	7	-

**Supporting School Clerk (10 Month) Salary Guide**

2015-16		2016-17		2017-18		2018-19	
1	38,000	1	38,000	1	38,150	1	38,350
2	38,302	2	38,302	2	38,438	2	38,574
3	39,118	3	39,118	3	39,257	3	39,396
4	39,986	4	39,986	4	40,128	4	40,270
5	40,903	5	40,903	5	41,048	5	41,194
6	41,923	6	41,923	6	42,072	6	42,221
7	42,957	7	42,957	7	43,109	7	43,263
8	44,816	8	45,141	8	45,541	8	45,891

**Supporting School Clerk (10 Month) - Non-Pensionable Stipend**

2015-16		2016-17		2017-18		2018-19	
1	-	1	-	1	-	1	-
2	-	2	-	2	-	2	-
3	-	3	-	3	-	3	-
4	610	4	610	4	-	4	-
5	630	5	630	5	-	5	-
6	640	6	640	6	-	6	-
7	1,320	7	1,320	7	-	7	-



**B. SCHOOL CLERK SALARY GUIDE – 12 MONTHS**

School Clerk (12 Month) - Salary Guide

2015-16		2016-17		2017-18		2018-19	
1	38,350	1	38,350	1	38,450	1	38,650
2	38,670	2	38,670	2	38,807	2	38,945
3	39,180	3	39,180	3	39,319	3	39,459
4	40,134	4	40,134	4	40,276	4	40,419
5	41,113	5	41,113	5	41,259	5	41,405
6	41,724	6	41,724	6	41,872	6	42,021
7	43,858	7	43,858	7	44,014	7	44,170
8	49,280	8	49,605	8	50,005	8	50,355

School Clerk (12 Month) - Non-Pensionable Stipend

2015-16		2016-17		2017-18		2018-19	
1	-	1	-	1	-	1	-
2	-	2	-	2	-	2	-
3	-	3	-	3	-	3	-
4	610	4	610	4	-	4	-
5	620	5	620	5	-	5	-
6	650	6	650	6	-	6	-
7	1,450	7	1,450	7	-	7	-

**C. ORGANIZATION DAY**

School Clerks may be required to report to their respective schools up to five (5) workdays in advance of the date teachers report for Organization Day.

School Clerks shall be compensated for these days on the basis of 1/200th of their annual salary for each day worked, which payments shall be included in the first regular paycheck in September.

**SECTION 2 SICK AND PERSONAL DAYS**

The Newark Public Schools hereby agrees that the teacher sick days and personal days leave policy shall be provided for School Clerks.

**SECTION 3 JOB DESCRIPTION**

**A. CIVIL SERVICE COMMISSION**

The job description for School Clerks shall be the Civil Service Commission ("CSC") job description for School Clerks to which there shall be added the following: handles and prepares for deposit money collected from pupils and teachers on school premises; secures by

telephone, during their working hours, substitutes approved by the CSC for absent teachers.

**B. NO DICTATION**

The Newark Public Schools agrees that School Clerks shall not be required to take dictation as a condition of employment.

**SECTION 4 OVERTIME**

School Clerks working overtime shall, at the discretion of the District Superintendent, be remunerated at a rate of one and one-half (1½) times the hourly rate or one and one-half (1½) times the time worked.

**SECTION 5 WORK DAY**

**A. DEFINITION**

The workday for School Clerks is herewith defined as seven (7) hours to commence one-half (½) hours prior to the time pupils begin their official school day and terminate after completion of seven (7) hours of work, not to include the lunch period of the clerk, which shall be no less than the lunch period of pupils in the school.

**B. NON-COMPULSORY OVERTIME**

Schools clerks shall not be required at any time prior to the beginning of day or at any time after their work day, to secure substitutes as provided for in Section 3 above.

**C. WORK BREAK**

School Clerks shall receive two (2) ten minute breaks each day, one in the morning and one in the afternoon.

**D. MONITOR OR SUPERVISE STUDENTS**

School Clerks shall not be assigned to monitor or supervise students sent to the office.

**SECTION 6 - LONGEVITY**

Longevity increments shall be paid starting in the 15<sup>th</sup>, in the 20<sup>th</sup> in the 25<sup>th</sup> and in the 30<sup>th</sup> year of employment, which shall be active but does not have to be continuous. (Note: 15<sup>th</sup> year longevity (i.e., 15<sup>th</sup> through 19<sup>th</sup> years) is non-cumulative; 20<sup>th</sup>, 25<sup>th</sup>, and 30<sup>th</sup> are cumulative. Employment in other school districts or school systems is not to be counted for purposes of longevity.

Employees hired after April 1, 2017 shall not be eligible for longevity during their career in the District.

The longevity amounts are as follows:

	15 Year	20 Year	25 Year	30 Year
<b>Teachers</b>	2,025	3775	3,775	1,400
<b>Aides</b>	550	710	710	300
<b>CSTs</b>	2,025	3875	3,975	1,400

## **ARTICLE IX - CULTURAL PLURALISM**

### **BILINGUAL AND MULTI-LINGUAL TEACHERS**

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

## **ARTICLE X - LEAVES / RETIREMENT**

### **SECTION 1 SICK AND PERSONAL LEAVES**

#### **A. NUMBER OF SICK DAYS GRANTED**

Teachers shall be granted twelve (12) sick days in each school year for illness.

#### **B. UNUSED SICK DAYS**

Unused sick leave shall be accumulated without limit.

#### **C. EXHAUSTED SICK DAYS**

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

A sick bank shall be established in accordance with N.J.S.A. 18A:30-11. The sick day bank shall replace the donor day policy, contingent on the District and the Union establishing and implementing a set of rules by which the sick day bank shall be governed, prior to the replacement of the donor day policy.

#### **D. MEDICAL CERTIFICATE**

A medical certificate is required when a bargaining unit member's absence exceeds five (5) consecutive working days due to illness. It should be emailed, faxed, hand-delivered, or sent via certified mail directly to the office of Employee Services at the Newark Public Schools' administrative offices. The form should not be submitted to your school or department.

A medical certificate shall not be required after approval of an employee's Family Medical Leave (FML) for the period time covered by the FML.

#### E. NUMBER OF PERSONAL DAYS GRANTED

Teachers will be granted five (5) days leave annually for personal reasons without explanation. Where possible, teachers must notify the Principal of use of personal days at least 48 hours prior to said use. Teachers shall be permitted to use a half personal day provided they submit a written request for same to their building Principal at least two (2) days in advance and the Principal approves the request. The District Superintendent at his/her discretion may grant additional personal leave days if the reason warrants it.

Three of the five personal days are eligible to roll over to sick days the following year if they are not utilized by the employee. Personal days shall be pro-rated based on the number of months the teacher is on the payroll. Employees hired on or before October 15 will be granted five (5) personal days, employees hired between October 16 and March 15 will be granted three (3) personal days, employees hired on or after March 16 will be granted one (1) personal day.

#### F. SEXUAL EQUALITY OF LEAVE PRIVILEGES

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

#### G. PICKING UP PAY CHECKS WHEN ABSENT

Any employee who is not present in school due to an approved absence other than illness may pick up their paycheck at their assigned location.

#### H. PRORATED SICK DAYS WHEN RETURNING FROM LEAVE OF ABSENCE

Employees hired or returning from leaves of absences on or after (October 15) shall receive sick leave on a pro-rated monthly basis predicated upon fifteen (15) days per school year. The above shall also apply to regular teachers in the Newark Evening High School who shall be pro-rated based on twelve (12) days per year.

### SECTION 2 MATERNITY LEAVE

#### A. LENGTH OF MATERNITY LEAVE

Upon certification by a competent physician and application by a teacher, the Newark Public Schools shall grant leave for maternity and child care for a period of no more than one (1) year.

#### B. RETURN TO SERVICE

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

#### C. SENIORITY AND SALARY

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

#### D. SENIORITY RIGHTS DURING MATERNITY LEAVE

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

### **SECTION 3 MILITARY LEAVE**

#### **A. INDUCTED TEACHER**

Military Leaves of absence shall be granted without pay according to the Uniformed Services Employment and Reemployment Rights Act ("USERRA") 38 U.S.C. 403, et seq., for up to five (5) years to any person who is absent from a job because of uniformed service. USERRA applies to all leaves of absences for all categories of military leave except "State Active Duty" or Governor "call ups," which are protected under N.J.S.A. 38:23C-20a.

#### **B. SALARY SCHEDULE PLACEMENT**

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

#### **C. REINSTATEMENT AND SENIORITY**

The teacher returning from military service will be reinstated and will attain seniority as if s/he had never left.

#### **D. RESERVE DUTY**

Teachers called for active reserve duty for periods of two (2) weeks or less shall suffer no loss of pay or benefits for up to 90 days per year, pursuant to N.J.S.A. 38A:4-4a.

### **SECTION 4 EXISTING LEAVE POLICY**

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

#### **A. DEATH IN IMMEDIATE FAMILY/HOUSEHOLD**

Death in the immediate family or household - up to five (5) consecutive working days immediately following the death or around the funeral date, provided that the employee submits proof of the funeral date and travel itinerary, where applicable, to the District. The immediate family and household are defined as follows: spouse, domestic partner only, child (including stepchild), parent (including parent-in-law and stepparent), sibling, grandparent, and grandchild.

#### **B. COURT SUBPOENA**

Absence on account of court subpoena

#### **C. QUARANTINE**

Quarantine as defined by Newark Public Schools' Health Services Office and the employee's physician.

#### **D. EXCUSED ATTENDANCE AT CONFERENCE**

Attendance at conferences when excused by the District Superintendent.

**E. MARRIAGE**

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

**SECTION 5 MAINTENANCE OF RIGHTS AND BENEFITS**

**A. FULL BENEFITS DURING LEAVE**

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

**B. RETURNING TO FULL-TIME EMPLOYMENT UPON TERMINATION OF LEAVE**

Any teacher returning to full-time employment in the Newark Public Schools upon termination of any leave shall be returned to his/her area of certification and previous grade assignment.

**SECTION 6 RETIREMENT (Effective July 1, 2004)**

**A. 90 DAYS NOTICE FOR RETIREMENT**

Teachers who retire must give the Newark Public Schools at least ninety (90) days advance notice for retirements that occur on dates other than July 1st of each year. When a resignation or retirement has been approved by the Superintendent, the resignation or retirement may not be rescinded except for extraordinary circumstances as determined by the Superintendent.

Effective July 1, 2012 the following notification is required for retirement effective July 1:

1. For retirement effective July 1:

- i. An educator who provides notification by April 1 of the school year will receive the current formula for pay for accumulated days. An estimate of the benefit based on the days held at the point of notification will be provided, adjusted by later utilization of days or additional accumulation of days.
- ii. An educator who provides notice prior to February 15 shall be paid a premium of 5% over the amount for which s/he would be entitled if s/he provided notice of at least 90 days.
- iii. An educator who provides notice prior to December 1 of the school year in which s/he will retire will receive a maximum premium of 10%.

2. For notification of retirement effective any date (July 1 or otherwise) – In the event an educator does not provide notice within the 90-day required deadline, the following deductions will be made:

- i. A deduction of 5% will be made for notice between 60-89 days in advance of the effective retirement date.

- ii. A deduction of 10% will be made for notice between 30-59 days in advance of the effective retirement date.
- iii. A deduction of 75% will be made for failing to provide at least 30 days' notice in advance of the effective retirement date.

3. A person with extenuating circumstances may seek a waiver of the penalty if approved by the District. Such approval will not be unreasonably withheld. Significant changes in the lifestyle of an individual, such as the health of the individual or their spouse/partner or other significant family member, death or divorce or separation would be among those changes considered. Approval for waiver of the penalty shall be within the sole discretion of the Superintendent.

**B. CONVERSION OF SICK DAYS FOR MID-YEAR RETIREMENTS**

Employees who retire mid-year and give the ninety (90) days' notice set forth above (A. 90 DAYS NOTICE) will be compensated for accumulated sick leave as follows:

1. FIRST 90 DAYS	Effective 2009-2010
Teachers -	\$125
Secretaries -	\$ 80
Aides -	\$ 65

2. 91 - 150 DAYS

For the next sixty (60) days accumulated, one day's pay for each four (4) days accumulated, said days' pay compensable at the 1/200th daily rate of pay for said employees, then existing;

3. 151 - 250 DAYS

For a total number of sick days between one hundred fifty-one (151) to two hundred fifty (250) days, one day's pay for each five (5) accumulated days said days compensable at the rate of one hundred fifteen dollars (\$115) each.

4. OVER 250 DAYS

For all accumulated sick days in excess of two hundred fifty (250) days, one day's pay for each five (5) accumulated days, said days' pay to be compensable at the rate of ninety dollars (\$90) per day.

5. EXCEPTIONS TO THE 90 DAYS NOTICE

Exceptions to the ninety (90) days' notice requirement for eligibility to convert accumulated sick leave may be granted by the Superintendent for reasons of personal illness of either the employee or a member of the employee's immediate family.

**C. CONVERSION OF SICK DAYS FOR JULY 1ST RETIREMENTS**

1. FIRST 90 DAYS	Effective 2009-2010
Teachers -	\$135
Secretaries -	\$ 90
Aides -	\$ 70

2. 91 - 150 DAYS

For the next sixty (60) days accumulated, one day's pay for each three point five (3.5) days accumulated, said days' pay compensable at the 1/200th daily rate of pay for said employees, then existing;

**3. 151 - 250 DAYS**

For a total number of sick days between one hundred fifty-one (151) and two hundred fifty (250) days, one day's pay for each five (5) accumulated days said days compensable at the rate of one hundred twenty five dollars (\$125) each.

**4. OVER 250 DAYS**

For all accumulated sick days in excess of two hundred fifty days (250), one day's pay for each five (5) accumulated days, said days' pay to be compensable at the rate of one hundred fifteen dollars (\$115) per day.

**D. CONVERSION OF SICK DAYS FOR AIDES**

**1. FIRST 90 DAYS**

Aides – Sixty dollars (\$60).

**2. 91-150 DAYS**

For the next sixty (60) days accumulated, one day's pay for each three point five (3.5) day accumulated, said day's pay compensable at 1/200<sup>th</sup> daily rate of pay for said employee, than existing;

**3. 151-250 DAYS**

For a total number of sick days between one hundred fifty-one (151) to two hundred fifty (250) days, one day's pay for each five accumulated days, said days compensable at the rate of one hundred fifteen dollars (\$115) each.

**4. OVER 250 DAYS**

For all accumulated sick leave in excess of two hundred fifty days, one day's pay for each five accumulated days, said day's pay to be compensable at the rate of one hundred (\$100) per day.

**5. 90 DAY'S NOTICE**

Effective July 1, 1999, aides who retire must give the NPS at least ninety (90) days advance notice for retirements that occur on dates other than July 1<sup>st</sup> of each year.

**SECTION 7 – NEW JERSEY FAMILY LEAVE ACT / FEDERAL FAMILY & MEDICAL LEAVE ACT**

**A. FULFILLING REQUIREMENTS FOR NJFLA OR FMLA**

Employees taking leave pursuant to either the New Jersey Family Leave Act (NJFLA) or the Federal Family and Medical Leave Act (FMLA) will be required to fulfill all the requirements of the Act selected, including when appropriate, the inclusion of sick leave, personal leave, vacation days, etc. in the leave.



**B. PERMITTED PURPOSES FOR LEAVE**

- a. Eligible employees who meet the Department of Labor requirements shall have up to 12 weeks of unpaid leave during any 12 month period.
- b. Employees shall not accrue seniority while on unpaid Family Leave.
- c. Employees seeking time off under the NJFLA cannot utilize such time for their own illness or medical condition. If an employee has exhausted all of his or her time under the FMLA due to his or her disability, the employee may be entitled to additional time under the NJFLA to care for a sick child, spouse or parent.
- d. The FMLA provides up to twelve weeks in a 12-month period, rather than a 24-month period as provided in the NJFLA.

**C. ATTENDANCE IMPROVEMENT PLAN**

Absence for approved NJFLA or FMLA leaves will not be included in the Attendance Improvement Program.

**ARTICLE XI - PROMOTIONS - NOTICE OF VACANCIES**

**A. PROMOTIONAL POSITIONS**

**1. PROMOTIONAL POSITIONS**

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

**2. NOTICE OF VACANCY**

The notice of any NTU or promotional position vacancy shall clearly state all qualifications, requirements, duties and any other pertinent information respecting the vacancy. Each such notice shall be posted online and notice of said posting will be provided to the Union.

**3. TIME OF POSTING FOR VACANCIES**

All notices of vacancies shall be posted and otherwise publicized no less than ten (10) calendar days prior to the time at which the receiving of applications for said vacancies is closed and Newark Public Schools will notify the Union of such postings.

**4. RIGHT TO APPLY FOR PROMOTIONAL POSITIONS**

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

**ARTICLE XII - HEALTH BENEFITS**

**A. SUPPLEMENTAL FRINGE BENEFITS FUND**

The parties agree to dissolve the Supplemental Fringe Benefits Funds according to the terms outlined in a separate agreement between the District and the NTU.

**B. HEALTH BENEFITS PLAN**

The parties agree that effective following upon the ratification of the MOA, all NTU members in PPO10, PPO15, and PPO15/25 health insurance plans shall be moved into the Direct 20/20 health benefits plan. Health benefit contributions will be made in accordance with Chapter 78.

**C. ELIMINATION OF HEALTH BENEFITS WAIVER**

Effective July 1, 2017, the District shall no longer offer the Health Benefits Waiver to employees who previously waived coverage. No employees shall be entitled to receive the Health Benefits Waiver after July 1, 2017. Employees who are receiving the Health Benefits Waiver as of the date of the execution of the MOA shall be entitled to re-enroll in the District's Health Benefit Plans, if requested, as a special one-time qualifying event.

**D. PRESCRIPTION**

Upon ratification of the MOA, the co-payment for prescription benefits shall be \$0 for generic and \$20 for brand name prescriptions for all NTU members.

**E. FLEXIBLE SPENDING ACCOUNTS**

NTU members have the option to contribute to their Flexible Spending Accounts and Dependent Care Accounts up to \$2,500 per year, in accordance with the law.

**F. BENEFITS FOR AIDES**

The same health benefits as will be available to teachers shall be granted to six hour aides.

**ARTICLE XIII- EXTRACURRICULAR ACTIVITIES & SUPPLEMENTAL COMPENSATION**

**A. GENERAL PROVISIONS**

**1. ELIGIBILITY**

At any one time no teacher shall be eligible to hold a second position for which extra compensation is received unless there is no other applicant for the second position.

**2. SELECTION**

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

**3. IN-SERVICE CREDIT**

The Newark Public Schools shall continue to grant In-Service Credit for participation in all current and future unpaid activities under this section.

4. MINIMUM TEACHERS ASSIGNED TO RECREATION CENTERS

If and when a recreation program is instituted, the minimum number of teachers assigned shall be negotiated at that time.

5. SEXUAL EQUALITY OF COACHES PAY

Male and Female coaches shall receive the same compensation for similar services.

6. PRIORITY CONSIDERATION

All full-time, certified employees who apply for coaching & extracurricular positions will be considered for the position prior to giving consideration to part-time certified employees or persons from outside the Newark Public Schools. Employees from the building where the vacancy exists will be given consideration prior to considering the applications of employees from other buildings or from outside the Newark Public Schools. Consideration shall not mean selected. Further, the Principal shall have the discretion to make selections of qualified candidates.

B. CLUBS AND ACTIVITIES SELECTION

1. APPLICATIONS

All openings for club advisors, school publications and all other non-athletic extra-curricular activities shall be made by soliciting applications from all eligible teachers.

2. ELIGIBILITY

Eligibility shall depend on the criteria set forth in Section A above in addition to a subject area qualification wherever applicable.

3. PRINCIPAL APPOINTMENTS

The principal shall fill the openings and notify the appropriate Assistant Superintendent. Preference in selection shall be given to teachers from the schools where the activity takes place.

4. REASON FOR NON-SELECTION

Each applicant not picked shall have the right to demand in writing the principal's reason for this selection.

5. APPOINTMENT PROTECTION

Employees who currently occupy extra-curricular positions shall retain such positions unless

substantive reasons can be given for their removal.

## 6. PREFERENCE FOR POSITION

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

## 7. ROTATION OF APPOINTMENTS

All non-athletic extra-curricular positions shall be rotated every three (3) years if there are eligible qualified candidates for these positions.

## C. EXTRACURRICULAR COMPENSATION PAY DATES / INSTALLMENTS

### 1. PAY DATES AND INSTALLMENTS

Stipend payments shall be made in two (2) equal installments.

The first installment for full year activities shall be issued with the tenth (10th) paycheck of the year. The second installment for full year activities shall be issued at the conclusion of the school year.

Separate checks will be issued for the stipends listed in Article XIII, Section C.

### 2. EXTRA-CURRICULAR COMPENSATION SALARY GUIDE

Effective September 1, 2017, all extracurricular stipend amounts are as follows:

Category	Level	Effective 2017- 2019
<b>Advisor</b>	Eighth Grade	\$ 1,443
	Junior Class	\$ 1,443
	Literature	\$ 3,172
	Student Council	\$ 3,392
<b>Head Director</b>	Director	\$ 6,972
	Assistant Director	\$ 3,483
<b>Baseball</b>	Secondary Head Coach	\$ 8,272
	Secondary Assistant Coach	\$ 6,079
	Elementary Coach	\$ 4,049
<b>Basketball</b>	Secondary Head Coach	\$ 9,292
	Secondary Assistant Coach	\$ 6,197
	Elementary Coach	\$ 4,049
<b>Bowling</b>	Head Coach	\$ 6,079
	Assistant Coach	\$ 3,483
<b>Chaperones</b>		\$ 230
<b>Close Up</b>		
<b>Program</b>	Secondary Coordinator	\$ 3,392
<b>Club Sponsors</b>		\$ 785
<b>Concerts</b>		\$ 556
<b>Cheerleader</b>	Secondary	\$ 3,483

	Advisor (Elementary)	\$ 1,443
<b>Debate</b>	City Wide Coordinator	\$ 10,843
	Secondary Head Coach	\$ 9,053
	Secondary Coordinator	\$ 3,392
	Intermediate Coach	\$ 6,079
<b>Drama</b>	Secondary Head Coach	\$ 4,208
	Middle School Coach	\$ 1,902
<b>Faculty Managers</b>		
	Secondary	\$ 7,028
	Coach	\$ 6,079
<b>Field Hockey</b>	Coach	\$ 6,079
<b>Football</b>	Secondary Head Coach	\$ 10,843
	Secondary Assistant Coach	\$ 7,747
<b>Future Teacher</b>	Mentor	\$ 3,290
	Coordinator	\$ 3,800
<b>Golf</b>	Coach	\$ 5,289
<b>Gymnastics</b>	Coach	\$ 8,272
<b>Honor Society</b>		\$ 1,244
<b>Ice Hockey</b>	Coach	\$ 6,197
<b>Interscholastic Sports</b>		
	Girls	\$ 5,880
<b>Intramural Activities</b>		
	Girls	\$ 4,044
<b>Lacrosse</b>	Coach	\$ 6,079
<b>Newspaper</b>	Senior High	\$ 5,381
	Newark Vocational	\$ 2,693
<b>Peer</b>	Advisor	\$ 3,978
	Coordinator	\$ 6,186
<b>Robotics</b>	City Wide Coordinator	\$ 10,843
	Secondary Head Coach	\$ 9,053
	Intermediate Coach	\$ 6,079
<b>Senior Class</b>	Advisor	\$ 5,268
	Advisor (Academy of Vocational Careers and Newark Vocational)	\$ 2,637
<b>Skiing</b>	Coach	\$ 6,079
<b>Soccer</b>	Secondary Head Coach	\$ 7,747
	Secondary Assistant Coach	\$ 5,289
<b>Softball</b>	Secondary Head Coach	\$ 8,272
	Secondary Assistant Coach	\$ 6,079
	Elementary Coach	\$ 4,049
<b>Special Olympics</b>	District Wide Coordinator	\$ 4,202
<b>Student Leadership Group</b>	Secondary Coordinator	\$ 3,392
<b>Swimming</b>	Coach	\$ 6,069
<b>Tennis</b>	Secondary Head Coach	\$ 5,421
	Secondary Assistant Coach	\$ 3,483
<b>Track - Cross Country</b>	Secondary Head Coach	\$ 5,880
	Secondary Assistant Coach	\$ 5,289
<b>Track - Indoor</b>	Secondary Head Coach	\$ 6,972
<b>Track - Indoor</b>	Secondary Assistant Coach	\$ 5,289
<b>Track -</b>	Secondary Head Coach	\$ 8,272
<b>Track -</b>	Secondary Assistant Coach	\$ 6,079
<b>Track - Elem.</b>	Elementary Coach	\$ 4,049
<b>Treasurer</b>	High School	

	Enrollment over 1000	\$ 6,018
	Enrollment under 1000	\$ 5,151
	<b>Eighth Grade</b>	
	4-6 Classes	\$ 2,570
	1-3 Classes	\$ 1,297
<b>Twirling</b>	Advisor (Fall)	\$ 4,049
	Advisor (Winter)	\$ 4,049
	Advisor (Elementary)	\$ 1,244
<b>Volleyball</b>	Secondary Head Coach	\$ 6,079
	Secondary Assistant Coach	\$ 5,289
<b>Winter Guard (Drill Team)</b>	Secondary Head Coach	\$ 5,386
<b>Wrestling</b>	Secondary Head Coach	\$ 6,972
	Secondary Assistant Coach	\$ 5,289
<b>Yearbook</b>	Senior High	\$ 6,197
	Newark Vocational	\$ 3,101
	Yearbook/Newspaper	\$ 1,663
	Yearbook/Newspaper (Middle)	\$ 1,663

## **ARTICLE XIV - TEACHERS SALARY**

### **SECTION 1 TEACHER SALARY GUIDES**

#### **A. PERFORMANCE PAY**

Newark Public School shall continue to implement a new educator evaluation system with four summative rating categories. There shall be movement on the steps and remuneration on the salary scale only by effective professional performance and valued experience.

- a. Only educators who receive an effective or highly effective annual summative evaluation rating will be entitled to move up one step on the salary scale.
- b. Educators who receive an ineffective annual summative evaluation rating will stay on their current salary step.
- c. Educators who receive a partially effective annual summative evaluation rating may remain on their current salary step. The decision about whether or not these educators will remain on their step is at the sole discretion of the Superintendent.
- d. Educators who receive a partially effective annual summative evaluation rating and are rated effective or highly effective in the following year's annual summative evaluation rating shall be entitled to a one-time stipend worth 50% of the difference between their new step and their old step as an incentive for improvement.
- e. The specific intent of the parties is to create a compensation system where increments and raises are earned through effective performance. The parties agree to utilize the peer oversight committee to consult with the Superintendent and make recommendations on disputes concerning the new compensation system to avoid expenditures of public funds. The final decision rests with the

Superintendent. The process set forth in this section shall be the full process and is binding.

**B. MOVEMENT ON GUIDES**

1. Effective July 1, 2015, the 2015-16 salary guides in the following sections shall be implemented. All salary increases reflected therein are inclusive of increment. This increase adjustment shall be on base and pensionable. To be eligible for an increase and any earned longevity for this year, the employee must be a permanent full-time employee in the NTU Bargaining Unit and on the NPS payroll as of April 26, 2017. NTU retirees whose retirement became effective during the 2015-16 school year will receive a check for retroactive pay, excluding longevity, pro-rated for the amount of time they work that school year.

2. Effective July 1, 2016, the 2016-17 salary guides in the following sections shall be implemented. All salary increases reflected therein are inclusive of increment. This increase adjustment shall be on base and pensionable. To be eligible for an increase and any earned longevity for this year, the employee must be a permanent full-time employee in the NTU Bargaining Unit and on the NPS payroll as of April 26, 2017.

3. Effective July 1, 2017, the 2017-18 salary guides in the following sections shall be implemented. All salary increases reflected therein are inclusive of increment. This increase adjustment shall be on base and pensionable. To be eligible for an increase and any earned longevity for this year, the employee must be a permanent full-time employee in the NTU Bargaining Unit and on the NPS payroll during the 2017-18 school year.

4. Effective July 1, 2018, the 2018-19 salary guides in the following sections shall be implemented. All salary increases reflected therein are inclusive of increment. This increase adjustment shall be on base and pensionable. To be eligible for an increase and any earned longevity for this year, the employee must be a permanent full-time employee in the NTU Bargaining Unit and on the NPS payroll during the 2018-19 school year.

**C. UNIVERSAL SALARY GUIDE**

All new hires shall be compensated according to the universal salary scale as provided below:

2015-16		2016-17		2017-18		2018-19	
1	51,250	1	51,500	1	52,250	1	53,000
2	51,722	2	52,110	2	52,892	2	53,600
3	52,144	3	52,535	3	53,323	3	54,200
4	52,983	4	53,380	4	54,181	4	55,000
5	54,571	5	54,980	5	55,805	5	56,363
6	55,600	6	56,017	6	56,857	6	57,426
7	56,954	7	57,381	7	58,242	7+8	59,684
8	57,786	8	58,219	8	59,093		

9	59,167	9	59,611	9	60,505	9	61,110
10	60,792	10	61,248	10	62,167	10	62,788
11	61,856	11	62,320	11	63,255	11	63,887
12	62,713	12	63,774	12	64,848	12	65,550
13	67,243	13	66,111	13	68,109	13	69,154
14	71,710	14	70,628	14	71,744	14	73,283
15	76,210	15	75,109	15	76,251	15	77,000
16	80,710	16	80,007	16	81,327	16	82,000
17	86,182	17	84,519	17	86,003	17	87,000
17a	90,710	17a	89,525	17a	90,517	18	91,266
18	94,031	18	94,531	18	95,031	18*	95,531

*\*For 2018-19, there are only 18 steps. The steps will be relabeled starting with the subsequent contract but everyone will move through their steps according to the terms of the contract.*

**Traditional Salary Guide – Master's Degree**

Those teachers who did not move to the Universal Scale in 2012 and who remained on the Traditional Guide scales will be paid as follows, subject to the same payment restrictions based on annual summative rating as described above:

2015-16		2016-17		2017-18		2018-19	
1	N/A*	1	N/A*	1	N/A*	1	N/A*
2	51,710	2	52,098	2	52,879	2	53,408
3	52,983	3	53,380	3	54,181	3	54,723
4	53,498	4	53,899	4	54,708	4	55,255
5	54,013	5	54,418	5	55,234	5	55,787
6	54,528	6	54,937	6	55,761	6	56,319
7	55,300	7	55,715	7	56,550	7	57,116
8	56,083	8	56,504	8	57,351	8	57,925
9	56,845	9	57,271	9	58,130	9	58,712
10	58,366	10	58,804	10	59,686	10	60,283
11	59,278	11	59,723	11	60,618	11	61,225
12	61,910	12	62,756	12	64,545	12	65,618
13	68,470	13	67,277	13	70,102	13	71,864
14	75,710	14	74,427	14	76,711	14	79,131
15	83,710	15	80,749	15	82,571	15	84,613
16	88,710	16	87,501	16	88,662	16	89,934
17	93,754	17	94,254	17	94,754	17	95,254

*\*Note: N/A indicates that there is no more first step on this guide, as no one can select this guide anymore.*

**Traditional Guide – Master's Degree Non-Pensionable Stipends**



2015-16		2016-17		2017-18		2018-19	
1	-	1	-	1	-	1	-
2	-	2	-	2	-	2	-
3	-	3	-	3	-	3	-
4	900	4	900	4	-	4	-
5	900	5	900	5	-	5	-
6	900	6	900	6	-	6	-
7	900	7	900	7	-	7	-
8	1,000	8	1,000	8	-	8	-
9	1,000	9	1,000	9	-	9	-
10	1,000	10	1,000	10	-	10	-
11	1,000	11	1,000	11	-	11	-
12	-	12	-	12	-	12	-
13	-	13	-	13	-	13	-
14	-	14	-	14	-	14	-
15	-	15	-	15	-	15	-
16	500	16	500	16	-	16	-

**Traditional Salary Guide – PhD**

2015-16		2016-17		2017-18		2018-19	
1	*N/A	1	*N/A	1	*N/A	1	*N/A
2	53,710	2	54,113	2	54,925	2	55,474
3	55,433	3	55,849	3	56,686	3	57,253
4	56,465	4	56,888	4	57,742	4	58,319
5	57,498	5	57,929	5	58,798	5	59,386
6	57,997	6	58,432	6	59,308	6	59,902
7	58,360	7	58,798	7	59,680	7	60,276
8	58,722	8	59,162	8	60,050	8	60,650
9	59,188	9	59,632	9	60,526	9	61,132
10	60,380	10	60,833	10	61,745	10	62,363
11	61,738	11	62,201	11	63,134	11	63,765
12	63,950	12	65,330	12	67,180	12	68,290
13	71,210	13	68,891	13	71,732	13	73,354
14	76,710	14	76,454	14	77,956	14	80,320
15	84,710	15	82,159	15	84,582	15	86,387
16	90,710	16	89,499	16	90,960	16	92,113
17	96,339	17	96,839	17	97,339	17	97,839

*Note: N/A indicates that there is no more first step on this guide, as no one can select this guide anymore.*

**Traditional Guide – PhD Non-Pensionable Stipends**

2015-16		2016-17		2017-18		2018-19	
1	-	1	-	1	-	1	-
2	-	2	-	2	-	2	-
3	-	3	-	3	-	3	-
4	900	4	900	4	-	4	-
5	900	5	900	5	-	5	-
6	900	6	900	6	-	6	-
7	900	7	900	7	-	7	-
8	1,000	8	1,000	8	-	8	-
9	1,000	9	1,000	9	-	9	-
10	1,000	10	1,000	10	-	10	-
11	1,000	11	1,000	11	-	11	-
12	-	12	-	12	-	12	-
13	-	13	-	13	-	13	-
14	-	14	-	14	-	14	-
15	-	15	-	15	-	15	-
16	500	16	500	16	-	16	-

**D. REWARDS AND PERFORMANCE**

1. For the 2016-17 school year, the District will pay bonuses of \$5,000 to teachers rated highly effective on their annual summative evaluation who are on the Universal scale. These are one-time annual bonuses that are not part of base salary and are not pensionable.

For school years after 2016-17, if District funds are available, the District will continue to pay this \$5,000 non-pensionable bonus to teachers rated highly effective on their annual summative evaluation who are on the Universal Salary Guide. However, in the event that District funds are not available for this payment, the District will not make payment as referenced above. The District will notify NTU members by the start of the school year if the payment will not be available.

2. Upon completion of a district-approved program aligned to district priorities and Common Core State Standards the district will pay up to \$20,000
  - \$10,000 shall be received upon completion of the approved program and \$10,000 shall be received upon completing three (3) additional years of service to Newark Public Schools.
  - A consultative committee composed of representatives from Newark Public Schools, Union, City Administrator and Supervisor Association (CASA), higher education, and New Jersey Department of Education will make recommendations on program criteria to the Superintendent. The number of members from the District will equal the total number of members from Union and City Administrator and Supervisor Association.

## E. LONGEVITY

Longevity increments shall be paid starting in the 15th, in the 20th, in the 25th and in the 30th year of permanent employment, which shall be active but does not have to be continuous; employment in other school districts or school systems is not to be counted for purposes of longevity.

NOTE: 15th year longevity (15th through 19th years) is non-cumulative; 20th, 25th and 30th are cumulative.

Employees hired after May 15, 2017 shall not be eligible for longevity during their career in the District.

The longevity amounts are as follows:

	15 Year	20 Year	25 Year	30 Year
<b>Teachers</b>	2,025	3775	3,775	1,400
<b>Aides</b>	550	710	710	300
<b>CSTs</b>	2,025	3875	3,975	1,400

## F. PRIOR CREDIT

1. Effective July 1, 2004, the Newark Public Schools shall have the right, at its sole discretion, to grant a hiring bonus of \$3,000 for a first year teacher with no prior teaching experience and a bonus of \$4,000 to a teacher with three or more years of experience in critical certification areas. The Superintendent shall have the right, at her/his sole discretion, to grant advanced standing on the salary guide.

The critical certification areas, for first year teachers as well as experienced teachers, are subject to change on an annual basis after consultation with the Union.

This provision is not grievable.

2. Credit on the salary schedule for prior service will be given to all teachers for years of accredited teaching experience, on a year-for-year basis, up to the maximum step on the salary guide. In crediting previous teaching experience for salary purposes, completion of the full academic year is required for recognition.

Credit for teaching and Newark Public School substitute experience shall be given for work done after completion of teacher training requirements in the jurisdiction in which the service took place, or under certification in the jurisdiction in which the service took place, or after the completion of a bachelor's degree.

3. In crediting military service for salary purposes, completion of the full calendar year is required for recognition. Up to four (4) years credit on the salary guide will be granted for military service.

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

**G. PRIOR CREDIT - SPECIAL NEEDS AREAS**

Credit on the salary schedule will be given to all teachers for related work experience on a year-for-year basis, up to the maximum step on the salary guide.

Credit for work experience shall be given for special or critical need areas, under Emergency Certification or the Alternate Route Program.

In crediting military service for salary purposes, completion of one calendar year required for recognition.

**H. PREVENTION SPECIALIST**

The title of Prevention Specialist entitles them to all rights, benefits and emoluments contained in the collective bargaining agreement, effective February 2, 2004 - June 30, 2006 and all successor agreements.

The work year for the Prevention Specialist shall begin the 1st official day of school through and up until the last day of school.

The work day of the Prevention Specialist shall be defined in the collective bargaining agreement.

The base salary of the Prevention Specialist shall be the same as set forth on the Teachers Compensation Salary Guides.

The Prevention Specialist shall be evaluated by the Principal or Director of Special Programs.

If the Grant is not renewed, employee will return to her/his previous position with or without loss of pay, however, without loss of seniority.

If the Grant is not renewed, new employees hired for this program may not be offered continuous employment in the District. This is a non-tenured position.

**SECTION 2 PSYCHOLOGISTS, SOCIAL WORKERS, LEARNING DISABILITY TEACHER CONSULTANTS, & OCCUPATIONAL THERAPIST**

Effective July 1st in each appropriate year

Child Study Team Salary Guide

2015-16		2016-17		2017-18		2018-19	
1	57,500	1	57,650	1	58,176	1	58,382
2	57,970	2	58,405	2	59,281	2	59,874
3	59,135	3	59,579	3	60,472	3	61,077
4	60,160	4	60,611	4	61,520	4	62,136
5	61,185	5	61,644	5	62,569	5	63,194
6	62,144	6	62,610	6	63,549	6	64,185
7	63,640	7	64,117	7	65,079	7	65,730

8	66,127	8	66,623	8	67,622	8	68,299
9	69,324	9	69,844	9	70,892	9	71,601
10	72,674	10	73,219	10	74,317	10	75,060
11	75,810	11	75,678	11	77,288	11	78,295
12	80,710	12	79,209	12	80,731	12	82,056
13	84,810	13	84,519	13	85,684	13	87,219
14	90,710	14	91,217	14	92,050	14	93,068
15	97,416	15	97,916	15	98,416	15	98,916

**Child Study Team Non-Pensionable Stipend**

2015-16		2016-17		2017-18		2018-19	
1	-	1	-	1	-	1	-
2	-	2	-	2	-	2	-
3	-	3	-	3	-	3	-
4	910	4	910	4	-	4	-
5	930	5	930	5	-	5	-
6	950	6	950	6	-	6	-
7	-	7	-	7	-	7	-
8	-	8	-	8	-	8	-
9	-	9	-	9	-	9	-
10	-	10	-	10	-	10	-
11	-	11	-	11	-	11	-
12	-	12	-	12	-	12	-
13	-	13	-	13	-	13	-
14	1,750	14	1,750	14	-	14	-

**NOTE:** Effective February 2004, all members of the Child Study Teams shall be paid on this salary guide. Psychologists, Social Workers and LDTC's who are not members of the Child Study Teams shall be paid on the appropriate teacher's salary guide. Effective September 2017, the titles of Speech Therapist and Audiologist shall be moved to Child Study Team (CST) Salary Guide.

The District will create a pool of per diem employees who may provide direct related services to students in one or more of the following areas: counseling, speech therapy, occupational therapy, and physical therapy. The employees in this pool will work at the rate of \$55/hour.

**SECTION 3 PIANIST SALARY**

Effective July 1st in each appropriate year

Pianist - Salary Guide

2015-16		2016-17		2017-18		2018-19	
1	44,750	1	44,970	1	45,000	1	45,250
2	45,210	2	45,210	2	45,370	2	45,532
3	46,210	3	46,210	3	46,374	3	46,539
4	47,210	4	47,210	4	47,378	4	47,546
5	48,210	5	48,210	5	48,381	5	48,553
6	49,210	6	49,210	6	49,385	6	49,560
7	50,210	7	50,710	7	51,235	7	51,735
8	51,210	8	51,710	8	52,235	8	52,735

**SECTION 4 COURT REPRESENTATIVES SALARY GUIDE**

Effective July 1st each appropriate year

Court Representative/Job Developer – Bachelor's Guide

2015-16		2016-17		2017-18		2018-19	
1	53,000	1	53,000	1	53,000	1	53,000
2	53,750	2	53,750	2	53,750	2	53,750
3	54,770	3	54,770	3	54,770	3	54,770
4	55,790	4	55,790	4	55,790	4	55,790
5	56,487	5	56,487	5	56,487	5	56,487
6	57,656	6	57,656	6	57,656	6	57,656
7	58,498	7	58,498	7	58,498	7	58,498
8	60,308	8	60,308	8	60,308	8	60,308
9	62,263	9	62,263	9	62,263	9	62,263
10	64,650	10	64,650	10	64,650	10	64,650
11	69,662	11	69,662	11	69,662	11	69,662
12	82,310	12	82,310	12	82,310	12	82,310
13	98,827	13	99,327	13	99,327	13	99,327

Court Representative/Job Developer – Master's Guide

2015-16		2016-17		2017-18		2018-19	
1	55,000	1	55,000	1	55,000	1	55,000
2	55,790	2	55,790	2	55,790	2	55,790
3	56,810	3	56,810	3	56,810	3	56,810
4	57,830	4	57,830	4	57,830	4	57,830
5	59,076	5	59,076	5	59,076	5	59,076
6	59,786	6	59,786	6	59,786	6	59,786

7	61,603	7	61,603	7	61,603	7	61,603
8	63,393	8	63,393	8	63,393	8	63,393
9	64,100	9	64,100	9	64,100	9	64,100
10	66,605	10	66,605	10	66,605	10	66,605
11	71,090	11	71,090	11	71,090	11	71,090
12	85,288	12	85,288	12	85,288	12	85,288
13	101,014	13	101,014	13	101,014	13	101,014

Court Representative/Job Developer – PhD Guide

2015-16		2016-17		2017-18		2018-19	
1	55,590	1	55,590	1	55,590	1	55,590
2	57,630	2	57,630	2	57,630	2	57,630
3	58,650	3	58,650	3	58,650	3	58,650
4	60,231	4	60,231	4	60,231	4	60,231
5	61,137	5	61,137	5	61,137	5	61,137
6	62,081	6	62,081	6	62,081	6	62,081
7	62,861	7	62,861	7	62,861	7	62,861
8	65,413	8	65,413	8	65,413	8	65,413
9	67,825	9	67,825	9	67,825	9	67,825
10	68,952	10	68,952	10	68,952	10	68,952
11	81,600	11	81,600	11	81,600	11	81,600
12	102,490	12	102,490	12	102,490	12	102,490
13	102,990	13	102,990	13	102,990	13	102,990

**SECTION 5 LICENSED PRACTICAL NURSES**

A. Licensed Practical Nurse - Salary Guide

2015-16		2016-17		2017-18		2018-19	
1	42,183	1	42,183	1	42,450	1	42,650
2	42,893	2	42,893	2	43,045	2	43,198
3	45,117	3	45,117	3	45,277	3	45,438
4	47,361	4	47,361	4	47,529	4	47,698
5	49,605	5	49,605	5	49,781	5	49,958
6	51,849	6	51,849	6	52,033	6	52,218
7	53,889	7	53,889	7	54,080	7	54,272
8	59,001	8	59,501	8	60,026	8	60,526

**Licensed Practical Nurse – Non-Pensionable Stipend**

2015-16		2016-17		2017-18		2018-19	
1	-	1		1	-	1	-
2	-	2		2	-	2	-
3	-	3		3	-	3	-
4	740	4	740	4	-	4	-
5	770	5	770	5	-	5	-
6	800	6	800	6	-	6	-
7	1,730	7	1,730	7	-	7	-

B. Licensed Practical Nurses (LPN) – Upon ratification of the MOA, LPNs shall be moved from a 12-month calendar to an 11-month calendar. LPNs will be required to work each day when students are in school, including summer school. LPNs are not entitled to separate vacation days.

C. The District will provide each LPN with five (5) sets of scrubs each school year.

**SECTION 6 COMMUNITY INTERPRETER BILINGUAL**

2015-16		2016-17		2017-18		2018-19	
1	27,744	1	27,844	1	28,044	1	28,144
2	28,417	2	28,417	2	28,590	2	28,763
3	29,335	3	29,335	3	29,510	3	29,685
4	30,253	4	30,253	4	30,430	4	30,607
5	31,712	5	31,712	5	31,891	5	32,071
6	27,744	1	27,844	1	28,044	1	28,144
7	28,417	2	28,417	2	28,590	2	28,763
8	29,335	3	29,335	3	29,510	3	29,685

**SECTION 7 INSTRUCTIONAL SPECIALISTS**

**Instructional Specialists - Salary Guide**

2015-16		2016-17		2017-18		2018-19	
1	61,500	1	61,924	1	62,144	1	62,364
2	61,924	2	62,431	2	62,653	2	62,875
3	62,431	3	63,438	3	63,663	3	63,889
4	63,438	4	65,343	4	65,575	4	65,808
5	65,343	5	66,578	5	66,814	5	67,052
6	66,578	6	68,203	6	68,445	6+7*	69,693
7	68,203	7	69,201	7	69,447		
8	69,201	8	70,858	8	71,110	8	71,362
9	70,858	9	72,808	9	73,066	9	73,326



10	72,808	10	74,085	10	74,348	10	74,612
11	74,085	11	75,114	11	75,381	11	75,648
12	75,114	12	80,550	12	80,836	12	81,123
13	80,550	13	85,910	13	86,215	13	86,521
14	85,910	14	91,310	14	91,634	14	91,959
15	91,310	15	96,710	15	97,053	15	97,398
16	96,710	16	103,276	16	103,643	16	104,011
17	103,276	17	108,710	17	109,096	17	109,483
17a	108,710	17a	110,953	17a	111,395	18	111,839
18	112,695	18	113,195	18	113,695	18*	114,195

*\*Note: For 2018-19, there are only 18 steps. The steps will be relabeled starting with the subsequent contract, but everyone will move through their steps according to the terms of the contract.*

## SECTION 8 AIDES

### Six Hour Aides- Salary Guide

2015-16		2016-17		2017-18		2018-19	
1	28,000	1	28,000	1	28,099	1	28,199
2	28,164	2	28,164	2	28,264	2	28,364
3	28,837	3	28,837	3	28,939	3	29,042
4	29,755	4	29,755	4	29,861	4	29,967
5	30,132	5	30,457	5	31,398	5	31,207
6	32,132	6	32,457	6	32,857	6	33,207
1 <sup>st</sup> Long	550						
Long 15	32,262						
2 <sup>nd</sup> Long	710						
Long 20	32,422						
3 <sup>rd</sup> Long	710						
Long 25	33,132						
4 <sup>th</sup> Long	300						
Long 30	33,432						

### Six Hour Aides With Sixty College Credits - Salary Guide

2015-16		2016-17		2017-18		2018-19	
1	29,377	1	29,377	1	29,477	1	29,577
2	29,597	2	29,597	2	29,702	2	29,808
3	30,515	3	30,515	3	30,623	3	30,732
4	31,433	4	31,433	4	31,545	4	31,657
5	32,351	5	32,351	5	32,466	5	32,581

6	33,836	6	34,161	6	34,561	6	34,911
1 <sup>st</sup> Long	550						
Long 15	33,966						
2 <sup>nd</sup> Long	710						
Long 20	34,126						
3 <sup>rd</sup> Long	710						
Long 25	34,836						
4 <sup>th</sup> Long	300						
Long 30	35,136						

## SECTION 9 EDUCATIONAL INTERPRETERS

### Educational Interpreters - Salary Guide

2015-16		2016-17		2017-18		2018-19	
1	45,900	1	45,900	1	46,000	1	46,100
2	46,220	2	46,220	2	46,384	2	46,549
3	46,720	3	46,720	3	46,886	3	47,052
4	47,300	4	47,300	4	47,468	4	47,636
5	47,920	5	47,920	5	48,090	5	48,261
6	48,400	6	48,725	6	49,125	6	49,475
1 <sup>st</sup> Long	550						
Long 15	40,625						
2 <sup>nd</sup> Long	710						
Long 20	40,785						
3 <sup>rd</sup> Long	710						
Long 25	41,495						
4 <sup>th</sup> Long	300						
Long 30	41,795						

## SECTION 10 PER DIEM TEACHER RATE GUIDE

The pay rate for per diem teachers shall be \$120 for substitutes with sixty (60) credits. (Effective September 1, 2007).

The pay rate for per diem teachers shall be \$140 for substitutes with a Bachelor's Degree. (Effective September 1, 2007).

## **SECTION 11 PER DIEM AIDE PER HOUR GUIDE**

Effective September 1, 2017, the pay rate for per diem aides shall be \$14.50 per hour. Effective September 1, 2018, the pay rate for per diem aides shall be \$15.00 per hour.

## **SECTION 12 PER DIEM SCHOOL CLERKS PER DAY RATE**

The pay rate for per diem school clerks shall be \$100 per day. (Effective September 1, 2007).

## **SECTION 13 TEXT BOOK & ASSISTANT TEXT BOOK CLERK**

The pay rate for textbook clerk and assistant textbook clerk per diem school clerks shall be a single pay rate of \$14.25 per hour (Effective September 1, 2007).

NOTE: All employees are entitled to be paid on the appropriate pay day.

## **SECTION 14 REGULAR PAY DAYS**

Escrow checks for 12-month options will also be distributed on the last day. These escrow checks will be delivered on the last day of school.

For actual pay dates, refer to the Newark Public Schools' Employee Pay Calendar for the school year in question.

## **SECTION 15 INCORRECT SALARY**

If an employee claims that s/he has been receiving an incorrect salary applicable to her/him and her/their claim is found to be in fact correct, the salary payments of the employee shall be immediately corrected by the Payroll Department and retroactive payment shall be made to the employee for the full time during which the employee should have received the correct rate. Such adjustment shall also be made if such an incorrect placement is discovered by the Payroll Department even if the employee makes no claim.

## **SECTION 16 EQUIVALENCY CREDITS**

The Newark Public Schools and the Union agree to provide a means whereby appropriate bargaining unit members shall attain advancements on salary schedule by participation in and completion of courses for credit given by the Union which are beneficial to the schools and indicative of professional growth. Such credits, when properly certified by the Union, will serve as supplement to or a substitute for college or University undergraduate or Graduate credits, not to exceed 12 units on the salary schedules. The cost of the courses and kind to those courses offered by the Newark Public Schools for in-service teaching.

## **SECTION 17 CORRECTING PAYROLL ERRORS**

Payroll errors will be corrected by the next payroll.

## **SECTION 18 WRONG STEP**

If an employee claims that s/he has been placed on the wrong step of the salary schedule applicable to her and presents satisfactory evidence to Employee Services establishing her/his

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

## **SECTION 19 SALARY HOLD BACK**

Paychecks for regularly employed aides will be issued on the same day on which paychecks for teachers are issued.

Paychecks for per diem employees will be issued one (1) week after the close of the pay period for which the per diem employee is being paid.

## **SECTION 20 TIME REPORTS**

### **A. FIRST AND LAST PAYROLLS**

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

### **B. PER DIEM SUBSTITUTE TIME REPORTS**

The date and period of per diem substitute time reports shall cover precisely the same period of the time covered by the time reports submitted by school offices for the regularly employed teaching staff.

## **SECTION 21 PAYDAYS**

### **A. 10 OR 12 MONTH OPTION**

Employees shall have the option of receiving their salary on a ten (10) or twelve (12) month basis.

Those employees who select a twelve (12) month schedule have two (2) pay options.

Option 1: One (1) check at the end of the school year.

Option 2: Four (4) checks paid throughout the summer. An escrow deduction, regardless of option selected, shall be at a rate of approximately 10% of your bi-weekly gross.

- B. Both ten (10) and twelve (12) month employees covered under this agreement shall be paid on a bi-weekly basis - every other Friday.
- C. All employees are entitled to be paid on the appropriate payday.
- D. Employees hired between September 1 and September 15 will receive their first pay check of the year when all other teachers receive their second pay check. The pay check will include payment for all days worked up to the date the pay check is issued.

For actual pay dates, refer to the Newark Public Schools' Employee Pay Calendar for the school years 2015-2019, which will be based on the Newark Public Schools calendar.

## **SECTION 22 EXPENSES FOR ATTENDANCE COUNSELORS, SPECIAL INVESTIGATORS, COURT REPRESENTATIVES AND HOME INSTRUCTORS**

The employees in the titles - attendance counselors, special investigators, court representatives and home instructors will receive seventy dollars (\$70) per month. (Effective September 1, 2007).

The recipient must travel a minimum of one half (1/2) plus one (1) of the work days per month to be eligible for the payment.

## **SECTION 23 COMPENSATION FOR GUIDANCE COUNSELORS**

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

## **SECTION 24 RECREATION DIRECTORS**

When and if a recreational program is instituted, salaries for positions in that program covered by Union recognition clause, will be negotiated at that time.

## **SECTION 25 PAYROLL CHECK PICKUP FOR ITINERANTS**

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

## **SECTION 26 TRANSPORTATION REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILES AND PUBLIC TRANSPORTATION IN THE PERFORMANCE OF OFFICIAL WORK**

### **A. CHILD STUDY TEAM REIMBURSEMENT**

Social Workers, Psychologists and Learning Consultants shall be reimbursed for use of their cars in the performance of official work traveling from one (1) work site to another work site.

### **B. TRAVELING TO MORE THAN ONE SITE**

Reimbursement shall be given only if the worker must travel to more than one (1) site during the school day. No reimbursement shall be made if the employee remains on his/her work site for the entire day.

**C. DEPARTURE POINT**

The departure point shall be the individual's scheduled work location in computing the cost.

**D. PUBLIC TRANSPORTATION OR MILEAGE ALLOWANCE**

Reimbursement shall be either the cost of public transportation if used, or the rate established by the NJ OMB if a private automobile is used.

**E. MONTHLY VOUCHERS**

Vouchers for travel reimbursement shall be prepared monthly and shall be submitted to the director of their division for review and approval by the fifth (5th) day of the month.

**F. REIMBURSEMENT WITHIN 30 WORKING DAYS**

The mileage allowance shall be paid within thirty (30) working days after the voucher is submitted to the director of their division and shall be paid by separate check.

**ARTICLE XV CAREER LADDER PROGRAM**

**SECTION 1**

The Newark Public Schools and Union may revisit the idea of establishing a Career Ladder Program for aides employed by the Newark Public Schools. The NPS and NTU may jointly plan the structure and implementation of such a program should their efforts to obtain adequate funding are successful.

In terms of funds available, such a program shall be open to as many aides as will be eligible to participate in it by nature of the fact that they have been employed for six (6) months by the Newark Public Schools. Any program planned shall be designed to permit entrance by aides at such times as coincide with the beginning of semesters in those Colleges or Universities with which arrangements can be made to accept students for the said Career Ladder Program.

Any aide who participates in such a program shall suffer no loss of salary because the training program coincides with certain working hours except that no aide may render fewer than three (3) working hours per day. In seeking funding for such a program, the Newark Public Schools and the Union will take in consideration such factors as cost of tuition, books and fees, in order to encourage and assist aides to participate in the Career Ladder Program.

The Newark Public Schools and the Union will also undertake to develop plans to assist any aides who may not be eligible for post high school training to become so prepared on the basis of utilizing existing programs in Newark Schools and the development of new in-service programs specifically designed for aides seeking entrance to this Career Ladder Program. The development of this new Career Ladder Program shall in no way replace or effect any career programs now in operation.

## **SECTION 2**

Effective July 1, 1991, the Newark Public Schools and the Union agree to pursue discussions to establish a career ladder program for aides and clerks leading to a teaching degree.

### **ARTICLE XVI - EMPLOYEE ASSISTANCE PROGRAM**

The Newark Public Schools and the Union jointly recognize alcoholism and chemical dependency as an illness, which can be successfully treated. It is also recognized that it is in the best interest of the employee, the Newark Public Schools and the Union, that this illness be treated and controlled under the existing collective bargaining contractual agreement.

A joint Labor/Management Program shall be established for the purpose of helping the individual with the disease to recover. The program shall be constructed and designed to achieve rehabilitation, rather than for employee displacement. The Newark Public Schools and Union may establish such programs by contractual agreement with an agency or institution qualified to provide such services as necessary and proper to conduct this program.

The Newark Public Schools and Union agree to provide training, i.e., workshops and seminars, etc., which train employees to be knowledgeable in areas impacted by chemical dependency. Such training shall assist employees in recognizing behavior patterns, which indicate that the employee has, or is developing alcoholism or chemical dependency as a serious, but treatable disease. Said training shall also focus on explanation of the causes; progressive nature and treatment. The employee's failure to participate shall be considered grounds for disciplinary action.

### **ARTICLE XVII - FEDERAL SUPPLEMENTAL FUNDING**

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

### **ARTICLE XVIII - MATTERS NOT COVERED**

#### **SECTION 1 SUPERSEDED POLICY, RULE OR REGULATION**

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

#### **SECTION 2 NO CHANGES: WAGES, HOURS, CONDITIONS**

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

#### **SECTION 3 NEW CONTRACT NEGOTIATIONS**

Negotiations on a new contract shall commence no later than January of the year the contract is

set to expire, and upon the District's receipt of a written request to commence negotiations from the Union. Negotiations for a new contract are subject to N.J.S.A. 34:13A-1 et seq.

The parties agree that there shall be a "Contract Re-Opener" to discuss salary increases only for the 2018-19 fiscal year. The parameters of this negotiation shall be to discuss the amount of the 2018-19 increase to the salary guides, with a minimum of the guides agreed to at the time of the ratification and a maximum of an additional 0.30% increase to these guides.

#### **SECTION 4 SUBCONTRACTING**

The Newark Public Schools shall not contract (privatize) any schools or jobs without prior negotiation with the Newark Teachers Union. Such negotiations shall be limited to the terms of separation for tenured teachers whose jobs are eliminated by the subcontracting.

#### **ARTICLE XIX - NEW JOB TITLES OR CATEGORIES**

##### **A. 30 DAYS ADVANCE NOTICE TO UNION**

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

##### **B. UNION JURISDICTION**

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

##### **C. NEGOTIATIONS OVER WORKING CONDITIONS**

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

##### **D. FAILURE TO AGREE ON TITLE/CATEGORY**

In the event the parties fail to agree on the working conditions of such title or category, the Newark Public Schools may fill the position on the thirty-first (31st) day following the notice to the Union contained in paragraph one (1). Upon subsequent agreement any working conditions, which are capable of being made retroactive, shall be implemented.

#### **ARTICLE XX - TUITION REIMBURSEMENT**

##### **SECTION 1 TEACHERS**

The Newark Public Schools agrees to reimburse the cost of tuition not to exceed \$250 per credit for course receiving prior approval by the District. Teachers are eligible to take up to two courses per session: fall, winter, spring, summer 1, and summer 2.

To be eligible for tuition reimbursement, courses shall be:



1. Courses that are part of a matriculated graduate program in the present teaching field
2. In a field to which the teacher may be assigned within the district.

The District shall grant approval for tuition reimbursement for graduate level courses in instructional methodologies, learning theory, etc. (see below) and for non-credit professional programs

Courses for credit 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 university schedule/program maybe approved on an individual basis by the District whose decision is final and not subject to the grievance procedure.

Courses which include study in the following areas shall be approved for reimbursement:

- (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 teacher's area(s) of certification
- (10) courses outside a teacher's area of certification that relate to the teacher's course(s) of study

Courses which include study in the Non-specific Generic Foundation courses listed below shall also be approved for reimbursement:

- (1) drug and alcohol abuse awareness.
- (2) suicide awareness
- (3) school law
- (4) contemporary health issues awareness (5) computer literacy
- (6) developmental psychology

C. Applications for reimbursement shall be submitted no later than forty-five (45) days prior to the beginning of the college academic term.

D. Written approval for tuition reimbursement must be received from the District prior to registration on a prescribed form.

E. One hundred percent (100%) payment for the above 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 (and/or a passing grade in a pass/fail course). Fifty percent (50%) reimbursement will be for grade of 'C'. The employee will not receive any reimbursement for a failing grade in a pass/fail course.

F. Effective July 1, 2007, the Newark Public Schools shall allocate a sum of \$260,000 for the 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 serve basis until the allocation has been fully committed, except preference will be given regardless of the

submission date to teachers certified in the areas of Mathematics, Science, Special Education (including child study team positions) and English (undergraduate courses in these areas are also eligible for reimbursement if these courses are a part of the requirements for certification.). The same preference criteria will be applied to teachers seeking to be certified in these areas. Undergraduate courses will not be considered for horizontal advancement for employees hired on or after July 1, 2001. Teachers approved for tuition reimbursement shall forfeit the value of the reimbursement if the teacher resigns/retires from the District within three (3) years of the date the teacher received the reimbursement. A teacher shall not receive reimbursement for such course(s) if s/he indicates in writing the intent to leave the District prior to receipt of notice of official satisfactory completion of the course. A committee consisting of two (2) District and two (2) Union representatives shall meet on a quarterly basis to review the program.

## **SECTION 2 CLERKS & AIDES**

A. Effective July 1, 2007, twenty-seven thousand dollars (\$27,000) per year shall be allocated for tuition reimbursement for full time clerks and full time aides who are matriculated in undergraduate accredited degree programs leading to both a Bachelor's degree and teacher certification.

B. All of the requirements and rules related to tuition reimbursement for teachers in Sections 1 of this Article shall also apply to clerks and aides.

C. Clerks and aides who accept tuition reimbursement must continue to be employed by the Newark Public Schools for a minimum of two (2) full years beyond the date of the most recent tuition reimbursement. Failure to be employed for two (2) full years, beyond the date of the last tuition reimbursement will lead to a requirement that the clerk or aide repay the Newark Public Schools for all tuition reimbursement monies she/her received in the two (2) years immediately preceding his/her termination of employment.

## **ARTICLE XXI - PEER COACHES AND/OR MENTOR TEACHERS**

### **SECTION 1 EDUCATIONAL RESEARCH AND DEVELOPMENT**

The Newark Public Schools will facilitate the presentation of the AFT program that addresses classroom organization and management. A team trained in this program from the Union will present the program. Each new teacher will be engaged in this one (1) day program. The Newark Public Schools will arrange for the availability of the trainees. The Newark Public Schools will accommodate the release time for the Union designated trainers.

A. The Newark Public Schools shall contribute one-half (1/2) of the cost of co-sponsored Educational Research and Development (ER&D) trainers for in-service instruction up to a maximum contribution of fifteen thousand dollars (\$15,000) per year. The Superintendent's prior approval of course content, course duration, location and instructor is required.

B. Whenever the Newark Public Schools determines that any or all of the following district-wide positions are to be filled, ER&D Coordinator, Robotic Coordinator, Jersey Urban Debate League Coordinator, the teacher(s) selected for the position(s) shall be assigned to a specific high school or central office location. The Coordinator shall teach or otherwise be involved in the instructional program at his/her respective high school or central office location for forty percent (40%) of his/her workday. For the remainder of the in-school workday the Coordinator shall have district-wide responsibilities at a location or locations designated by the

Superintendent or her/his designee.

## **SECTION 2 MENTOR PROGRAM**

The Mentor Program shall function in accordance with the guidelines established by the State Department of Education.

## **SECTION 3 IN-SERVICE COURSES: NATIONAL TEACHERS EXAMINATION**

The Newark Public Schools agrees to continue its practice of conducting In-Service Courses designed to help provisional appointees and long-term substitutes to prepare for the National Teachers Examinations. Such courses will be continued provided that at least fifteen (15) candidates are in attendance.

## **SECTION 4 ONE DAY TRAINING WORKSHOP SPONSORED BY UNION AND NEWARK PUBLIC SCHOOLS**

The Newark Public Schools and the Union shall jointly sponsor an annual one (1) day training and development workshop. The workshop will be held on a day on which the schools are closed and attendance by teachers, clerks and aides shall be voluntary. The Newark Public Schools and the Union shall equally share the cost of the workshop.

A committee consisting of five (5) representatives appointed by the District Superintendent and five (5) representatives appointed by the Union shall be appointed each year. The joint committee shall be responsible for all aspects of the workshop including planning, advertising, presenting speaker selection, location and duration.

## **ARTICE XXII - AVAILABILITY OF CONTRACT**

The parties agree to work collaboratively to develop a Collective Negotiations Agreement based upon the terms and conditions of this MOA. After the parties have executed the mutually agreed upon Collective Negotiations Agreement, the parties will determine the number of printed copies and allocation of costs of same shall be shared equally by the District and NTU. Printing of said agreement will occur in a Union facility or an in-district facility.

## **ARTICLE XXIII - NO STRIKE**

### **SECTION 1 NO STRIKE, WORK STOPPAGE OR REFUSAL TO WORK**

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

### **SECTION 2 NO LOCKOUTS**

The Newark Public Schools agrees that during the period of this Agreement, there shall be no lockouts of the employees covered by this Agreement or instigation thereof.

## **ARTICLE XXIV - CONFORMITY TO LAW AND SAVINGS**

If any provision of this Agreement is or shall at any time be determined contrary to law by a

court or 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 XXV - AGENCY SHOP**

The Newark Public Schools and the Newark Teachers Union, Local 481, A.F.T./AFL-CIO agree that the Newark Public Schools shall deduct the sum of eighty-five (85%) percent of the rate of the N.T.U. Union dues from each and every nonunion member of the bargaining unit represented by the Newark Teachers Union and shall remit this agency shop fee to the Newark Teachers Union on a bi-weekly basis. This agency shop agreement shall conform to all provisions of the New Jersey agency shop statute. Furthermore, this agreement is subject to Newark Public Schools approval.

#### **ARTICLE XXVI - DURATION**

This Agreement and each of its provisions shall be binding and effective as of the 1st day of July 2015 and shall continue in full force and effect until and through the 30th day of June 2019.

# APPENDIX A

### **Turnaround School Waivers**

- **Template A – High School without Additional Instructional Minutes**
- **Template B – High School with Additional Instructional Minutes**
- **Template C – Elementary School without Additional Instructional Minutes**
- **Template D – Elementary School with Additional Instructional Minutes**

**Exhibit F: Turnaround School Waiver – Template A  
High School without Additional Instructional Minutes**

Memorandum of Agreement  
Between  
The Newark Public Schools  
And  
The Newark Teachers Union, Local 481 AFT/AFL-CIO

This Memorandum of Agreement (“MOA”) is made and entered into by and between the State-operated School District of the City of Newark a/k/a Newark Public Schools (“NPS” or “the District”) and the Newark Teachers Union (“NTU”). The parties agree to the terms set forth below.

WHEREAS, the New Jersey Department of Education (“NJDOE”) and the NPS, in an effort to expand the portfolio of learning options for Newark’s students, will launch Turnaround / Renew Schools in the Newark Public Schools commencing with the 2012-13 school year.

WHEREAS, the NPS and the NTU both share a deep commitment to raising student achievement for all children.

WHEREAS, the success of Turnaround / Renew Schools require modifications to the existing Collective Bargaining Agreement (“CBA”) between NPS and NTU;

NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

1. Teachers<sup>1</sup> can elect to work in Turnaround / Renew Schools, but no teacher will be involuntarily assigned to a new school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, teachers will have opportunities to affirmatively 1) choose to apply to a new school vacancy and 2) decide whether or not to accept an offer. The school administrator will select applicants who meet the role requirements and best fit the school’s unique needs and design.
2. Teachers who want to become part of the school staff team must read the full school description to understand the program design, teaching style, work day, service assignments, professional development, common planning time, and other expectations and conditions and take these into consideration before applying and choosing to work at this school. These expectations and conditions will be shared with staff and each teacher must commit to these conditions annually by signing an individual Election to Work Agreement.

Turnaround Schools: High School without Additional Instructional Minutes - MOA

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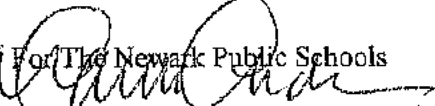
<sup>1</sup> “Teacher” shall be defined as certificated instructional staff who is a member of the NTU bargaining unit.

3. Restrictions on the scheduling of professional development days contained in Article V, Section 2A shall not apply to Turnaround / Renew Schools. Differentiated professional development and support for teachers is a key component of ensuring a strong academic program at each school. In order to provide job-embedded professional development that is differentiated based on individual teacher needs, limits on months and number of professional days shall not apply but shall be set forth in the Election to Work Agreement.
4. The in-school work day for teachers shall commence no earlier than 7:30AM. The specific starting times for each of the new schools shall be set no later than June 15 of the preceding school year and shall remain in effect for the entire school year (except in the case of an emergency). Starting time may vary by day of the week for each teacher; however, it shall be consistent for the school year except for prescheduled events such as Professional Development. The conditions described in the subsection of the CBA shall be set forth in the Election to Work Agreement.
5. The limit on the number of subject or content areas that a teacher may be assigned to teach shall not apply. Article V, Section 3D of the CBA and all its subsections shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
6. The limit on the number of classes, consecutive assignments, preparation periods and room assignments under Article V, Section 4A, 1, 2, 5, 6, 8, of the CBA shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
7. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article V, Section 10 of the CBA shall not apply.
8. Turnaround / Renew Schools are eligible for additional CBA Waivers and other as specified in the NTU/NPS MOA for a successor contract dated October , 2012.
9. Compensation. In accordance with Teachers salary guide.

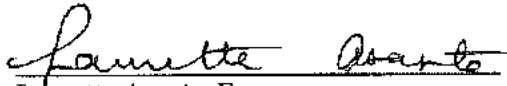
All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to the remaining schools within NPS.



For The Newark Public Schools

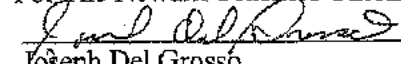
  
Cami Anderson  
Superintendent  
Newark State-Operated School District

Date:


  
Laurette Asante, Esq.  
Director  
Labor & Employee Relations

Date: 10/18/12

For The Newark Teachers Union

  
Joseph Del Grosso  
President  
Newark Teachers Union-Local 481

Date:

  
Mike Maillaro  
Director, Research/Communication  
Newark Teachers Union-Local 481

Date: 11/19/12

**Exhibit F: Turnaround School Waiver – Template B  
High School with Additional Instructional Minutes**

Memorandum of Agreement  
Between  
The Newark Public Schools  
And  
The Newark Teachers Union, Local 481 AFT/AFL-CIO

This Memorandum of Agreement (“MOA”) is made and entered into by and between the State-operated School District of the City of Newark a/k/a Newark Public Schools (“NPS” or “the District”) and the Newark Teachers Union (“NTU”). The parties agree to the terms set forth below.

WHEREAS, the New Jersey Department of Education (“NJDOE”) and the NPS, in an effort to expand the portfolio of learning options for Newark’s students, will launch Turnaround / Renew Schools in the Newark Public Schools commencing with the 2012-13 school year.

WHEREAS, the NPS and the NTU both share a deep commitment to raising student achievement for all children.

WHEREAS, the success of Turnaround / Renew Schools require modifications to the existing Collective Bargaining Agreement (“CBA”) between NPS and NTU;

NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

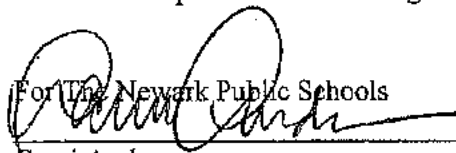
1. Teachers<sup>2</sup> can elect to work in Turnaround / Renew Schools, but no teacher will be involuntarily assigned to a new school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, teachers will have opportunities to affirmatively 1) choose to apply to a new school vacancy and 2) decide whether or not to accept an offer. The school administrator will select applicants who meet the role requirements and best fit the school’s unique needs and design.
2. Teachers who want to become part of the school staff team must read the full school description to understand the program design, teaching style, work day, service assignments, professional development, common planning time, and other expectations and conditions and take these into consideration before applying and choosing to work at this school. These expectations and conditions will be shared with staff and each teacher must commit to these conditions annually by signing an individual Election to Work Agreement.

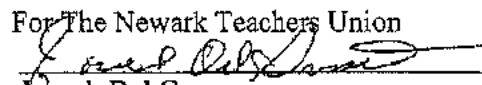
Turnaround Schools: High School with Additional Instructional Minutes - MOA

<sup>2</sup> “Teacher” shall be defined as certificated instructional staff who is a member of the NTU bargaining unit.

3. Restrictions on the scheduling of professional development days contained in Article V, Section 2A shall not apply to Turnaround / Renew Schools. Differentiated professional development and support for teachers is a key component of ensuring a strong academic program at each school. In order to provide job-embedded professional development that is differentiated based on individual teacher needs, limits on months and number of professional days shall not apply but shall be set forth in the Election to Work Agreement.
4. The in-school work day for teachers shall commence no earlier than 7:30AM. The specific starting times for each of the new schools shall be set no later than June 15 of the preceding school year and shall remain in effect for the entire school year (except in the case of an emergency). Starting time may vary by day of the week for each teacher; however, it shall be consistent for the school year except for prescheduled events such as Professional Development. The conditions described in the subsection of the CBA shall be set forth in the Election to Work Agreement.
5. The limit on the number of subject or content areas that a teacher may be assigned to teach shall not apply. Article V, Section 3D of the CBA and all its subsections shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
6. The limit on the number of classes, consecutive assignments, preparation periods and room assignments under Article V, Section 4A, 1, 2, 5, 6, 8, of the CBA shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
7. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article V, Section 10 of the CBA shall not apply.
8. Turnaround / Renew Schools are eligible for additional CBA Waivers and other as specified in the NTU/NPS MOA for a successor contract dated October , 2012.
9. Compensation. In return for a teacher's commitment to work in a Turnaround / Renew School with the terms, conditions, expectations, extended time, and flexibility specified above and in Election to Work Agreement, teachers shall receive additional annual compensation of \$3,000 pensionable salary guide differential.
  - a. Teachers who are either involuntarily transferred or elect to return to traditional NPS schools would lose the differential. The teachers in the Turnaround / Renew schools would be identified by job codes that are distinguishable from the job codes of teachers in traditional NPS schools.

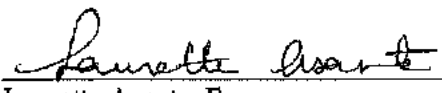
All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to the remaining schools within NPS.

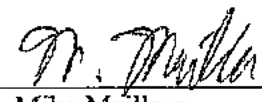
  
For The Newark Public Schools  
Cami Anderson  
Superintendent  
Newark State-Operated School District

  
For The Newark Teachers Union  
Joseph Del Grosso  
President  
Newark Teachers Union-Local 481

Date:

Date:

  
Laurette Asante, Esq.  
Director  
Labor & Employee Relations

  
Mike Maillaro  
Director, Research/Communication  
Newark Teachers Union-Local 481

Date: 10/18/2012

Date: 11/19/2012

**Exhibit F: Turnaround School Waiver – Template C  
Elementary School without Additional Instructional Minutes**

**Memorandum of Agreement  
Between  
The Newark Public Schools  
And  
The Newark Teachers Union, Local 481 AFT/AFL-CIO**

This Memorandum of Agreement (“MOA”) is made and entered into by and between the State-operated School District of the City of Newark a/k/a Newark Public Schools (“NPS” or “the District”) and the Newark Teachers Union (“NTU”). The parties agree to the terms set forth below.

WHEREAS, the New Jersey Department of Education (“NJDOE”) and the NPS, in an effort to expand the portfolio of learning options for Newark’s students, will launch Turnaround / Renew Schools in the Newark Public Schools commencing with the 2012-13 school year.

WHEREAS, the NPS and the NTU both share a deep commitment to raising student achievement for all children.

WHEREAS, the success of Turnaround / Renew Schools require modifications to the existing Collective Bargaining Agreement (“CBA”) between NPS and NTU;

NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

1. Teachers<sup>1</sup> can elect to work in Turnaround / Renew Schools, but no teacher will be involuntarily assigned to a new school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, teachers will have opportunities to affirmatively 1) choose to apply to a new school vacancy and 2) decide whether or not to accept an offer. The school administrator will select applicants who meet the role requirements and best fit the school’s unique needs and design.
2. Teachers who want to become part of the school staff team must read the full school description to understand the program design, teaching style, work day, service assignments, professional development, common planning time, and other expectations and conditions and take these into consideration before applying and choosing to work at this school. These expectations and conditions will be shared with staff and each teacher must commit to these conditions annually by signing an individual Election to Work Agreement.

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<sup>1</sup> “Teachers” shall be defined as certificated instructional staff who is a member of the NTU bargaining unit.

3. Restrictions on the scheduling of professional development days contained in Article V, Section 2A shall not apply to Turnaround / Renew Schools. Differentiated professional development and support for teachers is a key component of ensuring a strong academic program at each school. In order to provide job-embedded professional development that is differentiated based on individual teacher needs, limits on months and number of professional days shall not apply but shall be set forth in the Election to Work Agreement.
4. The in-school work day for teachers shall commence no earlier than 7:30AM. The specific starting times for each of the new schools shall be set no later than June 15 of the preceding school year and shall remain in effect for the entire school year (except in the case of an emergency). Starting time may vary by day of the week for each teacher; however, it shall be consistent for the school year except for prescheduled events such as Professional Development. The conditions described in the subsection of the CBA shall be set forth in the Election to Work Agreement.
5. The limit on the number of subject or content areas that a teacher may be assigned to teach shall not apply. Article V, Section 3B of the CBA and all its subsections shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
6. The limit on the number of classes, consecutive assignments, preparation periods and room assignments under Article V, Section 4A, 1, 2, 5, 6, 8, Section 7A, 2, 3 of the CBA shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
7. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article V, Section 10 of the CBA shall not apply.
8. Turnaround / Renew Schools are eligible for additional CBA Waivers and other as specified in the NTU/NPS MOA for a successor contract dated October , 2012.
9. Compensation. In accordance with Teachers salary guide.

All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to the remaining schools within NPS.

For The Newark Public Schools

---

Cami Anderson  
Superintendent  
Newark State-Operated School District

Date:

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Laurette Asante, Esq.  
Director  
Labor & Employee Relations

Date:

For The Newark Teachers Union

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Joseph Del Grosso  
President  
Newark Teachers Union-Local 481

Date:

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*M. Maillaro*

Mike Maillaro  
Director, Research/Communication  
Newark Teachers Union-Local 481

Date: 11/14/12

For The Newark Public Schools

\_\_\_\_\_  
Cami Anderson  
Superintendent  
Newark State-Operated School District

Date:

\_\_\_\_\_  
Laurette Asante, Esq.  
Director  
Labor & Employee Relations

Date:

For The Newark Teachers Union

\_\_\_\_\_  
*Joseph Del Grosso*  
Joseph Del Grosso  
President  
Newark Teachers Union-Local 481

Date:

\_\_\_\_\_  
*Mike Maillaro*  
Mike Maillaro  
Director, Research/Communication  
Newark Teachers Union-Local 481

Date:

*10/18/12*



**Exhibit F: Turnaround School Waiver – Template D  
Elementary School with Additional Instructional Minutes**

Memorandum of Agreement  
Between  
The Newark Public Schools  
And  
The Newark Teachers Union, Local 481 AFT/AFL-CIO

This Memorandum of Agreement (“MOA”) is made and entered into by and between the State-operated School District of the City of Newark a/k/a Newark Public Schools (“NPS” or “the District”) and the Newark Teachers Union (“NTU”). The parties agree to the terms set forth below.

WHEREAS, the New Jersey Department of Education (“NJDOE”) and the NPS, in an effort to expand the portfolio of learning options for Newark’s students, will launch Turnaround / Renew Schools in the Newark Public Schools commencing with the 2012-13 school year.

WHEREAS, the NPS and the NTU both share a deep commitment to raising student achievement for all children.

WHEREAS, the success of Turnaround / Renew Schools require modifications to the existing Collective Bargaining Agreement (“CBA”) between NPS and NTU;

NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

1. Teachers<sup>4</sup> can elect to work in Turnaround / Renew Schools, but no teacher will be involuntarily assigned to a new school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, teachers will have opportunities to affirmatively 1) choose to apply to a new school vacancy and 2) decide whether or not to accept an offer. The school administrator will select applicants who meet the role requirements and best fit the school’s unique needs and design.
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Turnaround Schools: Elementary with Additional Instructional Minutes - MOA

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<sup>4</sup> “Teacher” shall be defined as certificated instructional staff who is a member of the NTU bargaining unit.

3. Teachers who want to become part of the school staff team must read the full school description to understand the program design, teaching style, work day, service assignments, professional development, common planning time, and other expectations and conditions and take these into consideration before applying and choosing to work at this school. These expectations and conditions will be shared with staff and each teacher must commit to these conditions annually by signing an individual Election to Work Agreement.
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6. The limit on the number of subject or content areas that a teacher may be assigned to teach shall not apply. Article V, Section 3B of the CBA and all its subsections shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
7. The limit on the number of classes, consecutive assignments, preparation periods and room assignments under Article V, Section 4A, 1, 2, 5, 6, 8, Section 7A, 2, 3 of the CBA shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
8. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article V, Section 10 of the CBA shall not apply.
9. Turnaround / Renew Schools are eligible for additional CBA Waivers and other as specified in the NTU/NPS MOA for a successor contract dated October , 2012.

10. Compensation. In return for a teacher's commitment to work in a Turnaround / Renew School with the terms, conditions, expectations, extended time, and flexibility specified above and in Election to Work Agreement, teachers shall receive additional annual compensation of \$3,000 pensionable salary guide differential.

- a. Teachers who are either involuntarily transferred or elect to return to traditional NPS schools would lose the differential. The teachers in the Turnaround / Renew schools would be identified by job codes that are distinguishable from the job codes of teachers in traditional NPS schools.

All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to the remaining schools within NPS.

For The Newark Public Schools

---

Cami Anderson  
Superintendent  
Newark State-Operated School District

Date:

---

*Laurette Asante*

Laurette Asante, Esq.  
Director  
Labor & Employee Relations

Date: 10/18/2012

For The Newark Teachers Union

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*Joseph Del Grosso*  
Joseph Del Grosso  
President  
Newark Teachers Union-Local 481

Date:

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*Mike Maillaro*

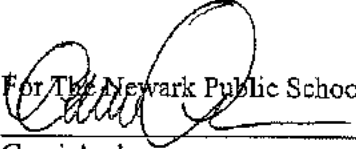
Mike Maillaro  
Director, Research/Communication  
Newark Teachers Union-Local 481

Date: 10/18/12

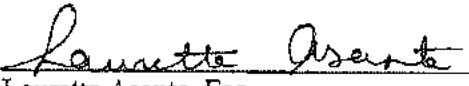
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For The Newark Public Schools


  
Cami Anderson  
Superintendent  
Newark State-Operated School District

Date:

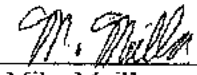
  
Laurette Asante, Esq.  
Director  
Labor & Employee Relations

Date: 10/18/2012

For The Newark Teachers Union

  
Joseph Del Grosso  
President  
Newark Teachers Union-Local 481

Date:

  
Mike Maillaro  
Director, Research/Communication  
Newark Teachers Union-Local 481

Date: 11/19/12