

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF EAST NEWARK
&
THE EAST NEWARK EDUCATION ASSOCIATION
FOR JULY 1, 2012 TO JUNE 30, 2015

TABLE OF CONTENTS

ARTICLE	PAGE
1. RECOGNITION	1
2. PRINCIPLES	2
3. PROCEDURES FOR MEETINGS	3
4. DUES AND CHECK-OFF	4
5. NEGOTIATION PROCEDURES	6
6. AUTHORITY OF BOARD	8
7. GRIEVANCE PROCEDURE	9
8. SALARY GUIDE	11
9. FULL CREDIT FOR PREVIOUS EXPERIENCE	12
10. COACHES	13
11. SPECIALISTS, MISSED PREP TIME AND HOME INSTRUCTION	14
12. SICK, PERSONAL AND PROFESSIONAL LEAVE	15
13. TEACHER RIGHTS	17
14. TEACHER'S HOURS AND YEAR	19
15. CREDIT UNION OR SUMMER PAYMENT DEDUCTION	21
16. DENTAL PLAN	22
17. PRESCRIPTION PLAN	23
18. STATE DISABILITY PLAN	24
19. DURATION	25

THE BOARD OF EDUCATION OF EAST NEWARK
(hereinafter referred to as the "Board")

&

THE EAST NEWARK EDUCATION ASSOCIATION
(hereinafter referred to as the "Association").

WITNESSETH THAT:

The Board and the Association do hereby agree that the welfare of the children of East Newark is paramount in the operation of the school and will be promoted by both parties. The parties do hereby agree as follows:

ARTICLE I

RECOGNITION

The Board recognizes the Association as the exclusive and sole representative for collective negotiations for all certified teaching personnel employed by the Board with the purpose of negotiations on terms and conditions of employment.

The following positions are excluded:

Chief School Administrator
School Principal
Vice Principal
Business Administrator
Substitute Teachers

ARTICLE 2

PRINCIPLES

A. Attaining Objectives: Attainment of objectives of the educational programs of the District requires mutual understanding and cooperation between the Board and the professional teaching personnel. Free and open exchange of views is desirable and necessary.

B. Professional Teaching Personnel: Teaching is a profession requiring specialized qualifications, and the success of the educational program in the District depends upon the maximum utilization of the abilities of the teachers who are satisfied with the conditions under which the services are rendered.

Teachers have the right to join, or not to join, any organization for their professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

C. Representation: The Board, or its designated representatives, shall meet with the representatives of the Association to negotiate and to reach agreement on salaries and terms and conditions of employment.

ARTICLE 3

PROCEDURES FOR MEETINGS

- A. Directing Requests: Requests for meetings from the Association normally will be made directly to the Supervising Principals, requests from the Supervising Principal or the Board or their representative will be made to the President of the Association. A mutually convenient meeting date shall be set within thirty (30) days of the date of the request.

- B. Meetings: Meetings composed of members of the Association Negotiating Committee, the Board and their designees shall be mutually scheduled. Teacher members of the committee shall be released from school duties to attend meetings. Meetings shall be scheduled to least interfere with school schedules.

- C. Assistance: The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Education consultants may be used in the deliberations.

ARTICLE 4

DUES AND CHECK-OFF

- A. Upon receipt of a written authorization from an employee in the form annexed as Exhibit C, the Employer shall, pursuant to such authorization, deduct from the salary due said employee each month, starting not earlier than the first pay period following expiration of his/her probationary period and remit to the Union regular monthly dues as fixed by the Union.
- B. The Employer shall be relieved from making such "check-off" deductions upon termination of employment.
- C. Each month, the Employer shall remit to the Secretary-Treasurer of the Union all deductions for dues made from the salary of the employees for the preceding month, together with a list of all employees from whom dues have been deducted.
- D. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceeding by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- E. The Employer agrees to furnish the Union quarterly with the names of newly hired employees, their addresses, social security numbers, classification of work, rate of pay, their dates of hire, names of terminated employees, together with their dates of termination, and names of employees on leave of absence, with a copy to American Federation of Teachers, Edison, New Jersey.
- F. Upon receipt of a written authorization from an employee, the Employer shall deduct from the salary due said employee each month such sum as is designated by the employee in the authorization for contribution by the employee in the Committee on Political Education. The Employer shall remit the sum so deducted to the Secretary Treasurer of the Union.
- G. The deduction specified herein and the Employer's obligation to remit same to the Union shall cease upon receipt by the Employer from the employee of written revocation of the check-off authorization.
- H. All present employees who become members of the Local Union on or after the effective date of this Agreement shall remain members of the Local Union in

good standing during the term of this Agreement. All employees hired hereafter who are not members of the Local Union shall, as a condition of employment, be required to tender to the Union a service charge as a contribution toward the administration of this Agreement and the representation of such employees on and after the one hundred eighty (180) day following the effective date or date of execution of this Agreement of the commencement of their employment, whichever is later. The service charge shall not be in an amount greater than eighty-five percent (85%) of the normal periodic dues, exclusive of initiation fees, uniformly required as a condition of retaining membership in the Union, and shall be payable at the same time in the same manner.

- I. Upon completion of probation, an employee must sign a dues authorization or agency fee card.

ARTICLE 5

NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations of a Successor Agreement in accordance with Chapter 123, Public Laws of New Jersey 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teacher employment. Such negotiations shall begin no later than October 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing and, if approved, shall be signed by the Board and the Association to be adopted by the Board and made an official part of the minutes of the Board.
- B. During negotiations, the Board and the Association shall exchange points of view and make proposals and counterproposals.
- C. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make non-binding proposals, consider proposals and make non-binding counterproposals in the course of negotiations, provided it is expressly understood that such proposals and counter-proposals must be thereupon submitted to the Board and the Association respectively for ratification and approval.
- D. (1) Representatives of the Board and the Association's Negotiating Committee shall meet for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise.
- (2) All meetings between the parties shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
- (3) Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, to be signed by the Board and the Association, and if approved, shall be adopted by the Board and made a part of the official minutes of the Board.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement.

- F. The Board agrees not to negotiate concerning said employee in the negotiating unit, as defined in Article I – Recognition – of this Agreement, with any organization other than the Association for the duration of this Agreement.
- G. This Agreement incorporates the entire understanding of the parties on all matters which have been the subject of negotiation.
- H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

ARTICLE 6

AUTHORITY OF BOARD

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations to:
- (1) direct employees of the school district;
 - (2) hire, promote, transfer, assign and retain employees in positions in the school district and for just cause to suspend, to demote, discharge, or take other disciplinary action against employees;
 - (3) relieve employees from duty because of lack of work or for other legitimate reasons;
 - (4) maintain the efficiency of the school district operations entrusted to them;
 - (5) determine the methods, means and personnel by which such operations are to be conducted; and
 - (6) take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE 7

GRIEVANCE PROCEDURE

It is intended that the Grievance Procedure be in accordance with the requirements of Chapter 303, Public Laws of New Jersey 1968.

A. Definition and Purpose

- (1) A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, Board policy or administrative decision affecting a teacher or a group of teachers. "Aggrieved person" is the person(s) making the claim.
- (2) The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time-to-time arise affecting terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- (3) Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustments and to state its views.
- (4) A grievance must be filed no later than thirty (30) calendar days after the events giving rise to the grievance were made known or should reasonably have been known to the grievant.

B. Procedure

- (1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- (2) Level One – A teacher with a grievance shall first discuss it with the Chief School Administrator or immediate superior either directly or through the Association's designated representative, with the objective of resolving the matter informally.

- (3) Level Two – If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner, within five (5) school days after receiving the written grievance, the Association shall refer it to the Board.
- (4) Level Three – If the aggrieved person is not satisfied with the disposition of his Grievance by the Board, or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the Board he may, within five (5) school days after a decision by the Board, or forty (40) calendar days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. The losing party shall pay the administrative and neutral arbitrator's expense incidental to arbitration. However, each party is responsible for its own legal fees and costs of litigation.
- (5) This Grievance procedure shall in no way impair, diminish or preclude any rights of the parties as set forth in Title 18A, New Jersey Statutes, or any other law. A teacher or teachers with a Grievance shall not have the right to refuse to follow an administrative directive or Board policy on the grounds that a grievance has been instituted. All teachers are required to continue under the direction of the Chief School Administrator regardless of the pendency of any grievance until such grievance is properly determined.

ARTICLE 8

SALARY GUIDE

A. The salary guides and policy statements attached hereto are made a part of this Agreement.

B. Longevity shall be paid as follows:

July 1, 2012 – June 30, 2015

After ten (10) years of continuous service in East Newark \$500

After fifteen (15) years of continuous service in East Newark \$600

After twenty (20) years of continuous service in East Newark \$650

C. It is understood re-employment as a result of termination or resignation shall be deemed an interruption of "continuous service."

ARTICLE 9

FULL CREDIT FOR PREVIOUS EXPERIENCE

- A. Full credit for previous teacher experience upon initial employment with the District shall be subject to the discretion of the Chief School Administrator.
- B. No credit will be given to any applicant for any experience prior to their receiving full certification.
- C. All teaching personnel employed as of September, 1975 will maintain current status with respect to previous teaching experience.

ARTICLE 10

COACHES

When a teacher is appointed as basketball, baseball, or cheerleading coach, he/she shall be paid at a rate of seven hundred forty four dollars and three cents (\$744.03) plus negotiated percentage rate for each of the three years, as per Appendix B. Coaching assignments shall be rotated in a reasonable and educationally feasible manner when volunteers are not forthcoming.

ARTICLE 11

SPECIALISTS, MISSED PREPARATION TIME AND HOME INSTRUCTION

- A. The following are non-binding, non-arbitrable guidelines:
- (1) The Board agrees to provide an Art Teacher two (2) days a week.
 - (2) The Board agrees to the Child Study Team as per NJAC 6A:14-3.1 (b).
 - (3) The Board agrees to provide a Gym Teacher for a minimum of two (2) days per week. The Board also agrees, if it is at all possible, to extend our gym program to four (4) days per week.
- B. In the event that World Language Instruction, the Gym or Art teacher are absent and no substitute teacher is obtained, the Board will compensate each teacher who misses a preparation period they would have received due to World Language Instruction, or had the Gym or Art teacher been present at the rate of twenty-six dollars and ninety seven cents (\$26.97) plus negotiated percentage rate for each of the three years per preparation period missed, as per Appendix B. It is understood that if a period extends two class periods a teacher will be compensated at the rate of fifty three dollars and ninety four cents (\$53.94) plus negotiated increase for each of the three years as per Appendix B, for the preparation time (double) missed.
- C. The rate of compensation for home instruction will be equal to the full hourly rate as per the N.J. State reimbursement rate.
- D. In the event a teacher, other than those listed in Section B above, is absent and no substitute teacher is obtained to cover his/her class then any teacher or teachers assigned to receive students from the uncovered class shall share in compensation equal to that of a "Certified Teacher" substitute's regular daily rate of pay.

ARTICLE 12

SICK, PERSONAL AND PROFESSIONAL LEAVE

- A. (1) Every full-time five (5) day teacher shall be entitled to twelve (12) sick days per year. All unused sick days will be accumulated without limit. Teachers working less than five (5) days per week shall be entitled to a pro-rated amount of accumulative sick days per year based upon their number of working days per week.
- (2) After a full-time teacher completes their eighth (8th) full year with the District, the teacher may receive terminal pay upon retirement from the District in an amount not to exceed \$1,500.00. For purposes of terminal pay, a day is worth \$25.00.
- B. (1) Every full-time five (5) day teacher shall be entitled to three (3) non-accumulative personal days per year with full pay, provided, however, that if none are used, one (1) day shall accumulate as sick leave.
- (2) Three (3) day teachers shall be entitled to two (2) non-accumulative personal days per year with full pay.
- (3) Two (2) days teachers shall be entitled to one (1) non-accumulative personal day per year with full pay.
- (4) No more than twice in one year, upon request a full-time teacher shall be entitled to receive one (1) additional personnel day in exchange for two (2) sick days, at the discretion of the Superintendent.
- C. At least three (3) days prior notification shall be given to the Chief School Administrator for any request to use personal days. No more than two (2) teachers shall be granted a personal day on the same day; provided, however, the Chief School Administrator may, due to emergency, in his/her sole discretion, approve additional requests for a personal day on the same day.
- D. The Chief School Administrator shall have the discretion to grant requests for professional days. Application shall be made to the Chief School Administrator who shall make recommendations for such leave to the Board of Education. If granted, the employee shall be entitled to time off with pay and reimbursement for actual expenses.
- E. It is expressly understood no personal days shall be granted the day before or the day after Christmas, Easter, or Thanksgiving holiday break.
- F. (1) Teachers will be entitled to a maximum of five (5) consecutive calendar days (including weekends) bereavement leave following the death of a ~~spouse~~.

domestic partner, child, parent, brother, sister, grandparent, father-in-law, or mother-in-law.

- (2) The above leave shall be pro-rated for employees working less than full-time.
- (3) Teachers shall be entitled to one (1) day off from work to attend the funeral of an aunt or uncle.

ARTICLE 13

TEACHER RIGHTS

- A. Rights and Protection in Representation: Pursuant to Chapter 123, Public Laws of New Jersey, 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of New Jersey 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Statutory Savings Clause: Nothing contained herein shall be construed to deny or restrict any teacher such rights as he may have under New Jersey Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Telephone: The Board of Education shall have installed a non-dial telephone in the teacher's lounge.
- D. Required Meetings or Hearings: Whenever any teacher is required to appear before the Chief School Administrator or his designee, Board or any committee member, representative or agent thereof concerning a matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meetings or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges may be made at the discretion of the Board. Such cases shall be considered on an individual basis.

- E. Evaluation of Students: The teacher shall maintain the exclusive right and responsibility to determine the grades and other evaluations of students within the grading policies of the East Newark School District based upon his professional judgment of available criteria, pertinent to any given subject area or activity for which he is responsible. A grade or evaluation may be changed provided a consultation has taken place between the Administrator and Teacher.
- F. Criticism of Teachers: Any question or criticism by the Chief School Administrator or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.
- G. Association Identification: No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- H. All job openings shall be posted on a bulletin board in the school.

ARTICLE 14

TEACHER'S HOURS AND YEAR

- A. The school year shall consist of one hundred eighty-two (182) pupil contact days plus one (1) teacher orientation day as set forth on the official East Newark of Education school calendar. In addition, new teachers shall be required to attend one (1) additional day of orientation.
- B. In addition to the days listed in paragraph A of Article 14 above, there shall be four (4) professional days. These four professional days, shall be one session days which conclude at 12:40 PM for students. Following an agreeable lunch period teachers will reconvene for two hours and fifteen minutes of professional development.
- C. The regular school work day for teachers shall be six (6) hours, fifty (50) minutes. The teachers' work day shall begin no earlier than 8:15 a.m. and end no later than 3:05 P.M. with one (1) hour for lunch. The normal school work day for three days per week teachers shall be from 8:15 A.M. to 11:45 A.M. and 12:45 P.M. to 4:10 P.M. and the only additional compensation that will be provided to these teachers will be full coverage for health, dental and prescription plans in accordance with this Agreement. The District may schedule time for teachers to meet to common plan for the day. All teachers shall continue to report to their classrooms or work stations five (5) minutes before the students are scheduled to report, and shall continue to leave school no earlier than five (5) minutes after student dismissal. All teachers shall give after school help to all students who request it or to those that the Administrator or teacher feels are in need of such assistance. After escorting students out of the building upon dismissal, teachers are to return to the building, for appropriate sign-out at the Board office. Teachers are to sign in at the Board office upon morning arrival.
- D. Teacher meetings shall be conducted after school twice per month for professional purposes. There shall be no more than 20 such meetings, including in-service workshops, per year. Tuesdays will be set aside for after-school teacher meetings, however, the meeting day can take place on other days during the week with advance notice to the teachers at the discretion of the Superintendent.
- E. The Board May schedule Parent/Teacher Conferences and Back to School Night Conferences during the school year as follows:
- Fall
- a. One (1) Back to School Night 7 – 9 p.m.
 - b. Two (2) Evening Parent Teacher Conferences 7 – 9 p.m.
 - c. One (1) afternoon conference 1:40 – 3:00 p.m.
- Spring
- a. One (1) afternoon Parent/Teacher Conferences 1:40 – 3:00 p.m.
 - b. Two (2) evening Parent/Teacher Conference 7 – 9 p.m.

- F. In addition, all unit members shall attend all Concerts as additional evening session.
- G. When teachers are required to attend the above evening sessions, there shall be a 12:40 dismissal.
- H. Cafeteria/Playground supervision shall be on a rotating basis by two (2) teachers per day assigned for one one-half (1/2) hour period. The Board shall pay thirty eight dollars and fifty four cents (\$38.54) per hour (\$19.27 per ½ hour) for lunch duty coverage plus negotiated percentage rate for each of the three years, as per appendix B. These positions shall be posted. If there are no applicants for these posted positions they shall be assigned on a rotating basis.
- I. The Association acknowledges that the District has the right to offer After School Programing for the students of the District. The Association and the District agree that the District shall post for instructional staff for the After School Program for a period of five (5) days. If all the positions are not filled, the District shall post for the remaining positions for a period of three (3) days. If all the positions are still not filled, the District is permitted to mandatorily assign a teacher based upon the need of the District. When making mandatory assignments, the Superintendent of Schools shall consider any hardship placed on the teacher based upon the mandatory assignment. The District shall strive to ensure that no After School Program classroom will contain more than thirteen (13) students.

ARTICLE 15

CREDIT UNION OR SUMMER PAYMENT DEDUCTION

Teachers shall have the option to elect either that a deduction be made in their pay for summer payment pursuant to N.J.S.A. 18A:29-3, or in the alternative, that a deduction from their pay be made for credit union purposes. A teacher desiring to implement one of these deductions must submit a written request for an appropriate form to the Board Office.

The teaching staff shall be permitted to have their paychecks delivered by direct deposit to a participating bank.

ARTICLE 16

DENTAL PLAN

During the term of this Contract the Board will provide employees (covered by this Agreement) who are employed for a minimum of twenty (20) hours per week and who enroll in the dental plan no more than 85% of the current years premium. Any premium costs in excess of this amount shall be borne by the participating teacher. The Association shall designate the dental plan.

In the event that, in any one year, the cost of the dental plan exceeds the negotiated dollar amount and the cost of the prescription plan is less than the negotiated dollar amount, the balance of the negotiated amount for the prescription plan may be used to offset the additional cost of the dental plan.

The Board shall permit teachers covered by the plan to elect to have family and dependent coverage, it being understood that all additional costs for family and dependent coverage shall be paid for by the teacher electing this option. The Board will not be obligated to increase its contribution beyond 85% of the single person coverage premium which shall continue to be supplemented by the 15% premium payment by the participating teachers. Teachers electing family or dependent care coverage shall only be entitled to the Board's payment of 85% of the single premium coverage, and such teachers shall be required to contribute the balance for single coverage (15%) plus any additional amount necessitated by the election of family or dependent coverage. Enrollment and cancellation of enrollment in the plan shall be in accordance with the provisions of the plan.

ARTICLE 17

PRESCRIPTION PLAN

During the term of this Contract the Board will provide employees (covered by this Agreement) who are employed for a minimum of twenty (20) hours per week and who enroll in the prescription plan (five dollar (\$5) co-pay) no more than 85% of the current years premium. Any premium costs in excess of this amount shall be borne by the participating teacher.

In the event that, in any one year, the cost of the prescription plan exceeds the negotiated dollar amount and the cost of the dental plan is less than the negotiated dollar amount, the balance of the negotiated amount for the dental plan may be used to offset the additional cost of the prescription plan.

The Board shall permit teachers covered by the plan to elect to have family and dependent coverage, it being understood that all additional costs for family and dependent coverage shall be paid for by the teacher electing this option. The Board will not be obligated to increase its contribution beyond 85% of the single person coverage premium which shall continue to be supplemented by the 15% premium payment by the participating teachers. Teachers electing family or dependent care coverage shall only be entitled to the Board's payment of 85% of the single premium coverage, and such teachers shall be required to contribute the balance for single coverage (15%) plus any additional amount necessitated by the election of family or dependent coverage. Enrollment and cancellation of enrollment in the plan shall be in accordance with the provisions of the plan. The prescription plan shall continue with the \$5.00 co-pay and the Association shall agree to permit the Board to substitute an equivalent prescription plan.

ARTICLE 18

STATE DISABILITY PLAN

The Board shall provide the New Jersey State disability plan for each employee covered by this contract. This shall be effective as of the date the execution of this Agreement.

ARTICLE 19

STATE HEALTH BENEFITS PLAN: HOSPITALIZATION

The Board shall provide State Health Benefits as follows:

- A. Single person benefits for non-tenured teachers as provided through NJ Direct 10 or NJ Direct 15 as selected by the teacher.
- B. All teachers hired after July 1, 2009 who achieve tenure, if they so elect, will be eligible for family or spouse-partner coverage through NJ Direct 10 or New Jersey Direct 15.
- C. All teachers shall comply with Chapter 78, P.L. 2011 and any subsequent State requirement regarding contributions toward their health care coverage.

ARTICLE 20

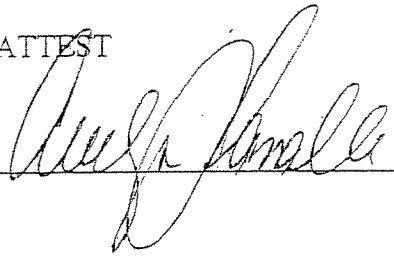
DURATION

The provisions of each Article attached hereto shall be effective as of July 1, 2012 and continue in force and effect until June 30, 2015. Either party desiring changes in this Agreement shall notify the other party in writing at least thirty (30) days prior to the date for commencement of negotiations on a renewal agreement. Changes may be made at any time by mutual consent.

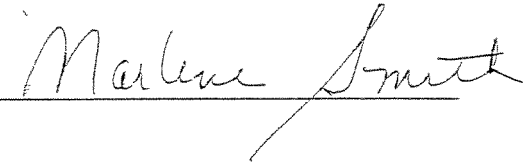
IN WITNESS WHEREOF, the parties hereto have executed the Agreement the date and year first above written.

BOARD OF EDUCATION
OF EAST NEWARK

ATTEST

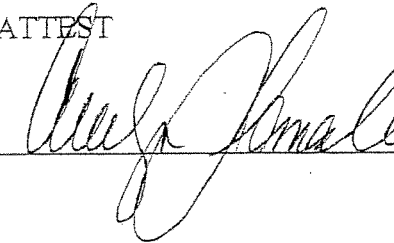


By

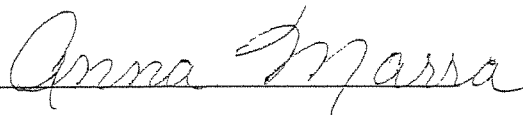


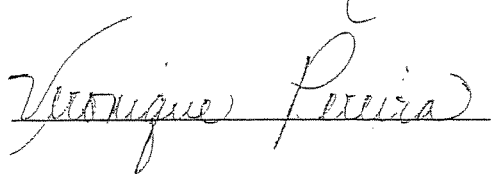
EAST NEWARK
EDUCATION ASSOCIATION

ATTEST



By





Appendix A
 EAST NEWARK SCHOOL DISTRICT
 SALARY GUIDE

	2012 - 2013				
STEP	BA	BA +15	BA +30	MA	MA +30
1	38,000	38,700	39,600	41,000	41,950
2	38,950	39,668	40,590	42,025	42,999
3	39,997	41,637	42,559	43,789	45,019
4	44,298	45,042	46,013	47,310	48,607
5	45,405	46,162	47,134	48,430	48,910
6	46,336	46,823	47,795	49,091	50,387
7	46,457	46,944	47,916	49,212	50,508
8	46,613	47,076	48,049	49,345	50,641
9	46,832	47,318	48,291	49,586	50,883
10	47,073	47,559	48,532	49,827	51,124
11	47,180	47,667	48,638	49,935	51,231
12	47,628	48,383	49,356	50,652	51,948
13	49,029	49,784	50,757	52,053	53,349
14	49,573	51,355	52,326	53,623	54,918
15	52,513	53,917	55,321	56,618	57,914
16	54,587	55,992	57,396	58,692	59,988
17	56,720	58,125	59,529	60,826	62,121
18	58,870	60,274	61,678	62,975	64,271
19	61,072	62,476	63,880	65,176	66,472
20	63,423	64,827	66,231	67,528	68,824
21	66,879	68,283	69,688	70,984	72,281
22	69,516	70,920	72,324	73,620	74,916
23	76,350	74,892	76,296	77,591	78,888

Appendix A
EAST NEWARK SCHOOL DISTRICT
SALARY GUIDE

2013 - 2014					
STEP	BA	BA +15	BA +30	MA	MA +30
1	38,000	38,700	39,600	41,000	41,950
2	38,950	39,668	40,590	42,025	42,999
3	39,924	40,659	41,605	43,076	44,074
4	40,996	42,677	43,623	44,884	46,145
5	45,405	46,168	47,164	48,493	49,822
6	46,541	47,316	48,312	49,641	50,133
7	47,495	47,994	48,990	50,319	51,647
8	47,619	48,118	49,114	50,443	51,771
9	47,778	48,253	49,250	50,578	51,907
10	48,003	48,501	49,498	50,826	52,155
11	48,250	48,748	49,745	51,073	52,402
12	48,359	48,858	49,854	51,183	52,511
13	48,818	49,593	50,590	51,919	53,247
14	50,255	51,029	52,026	53,354	54,683
15	50,812	52,638	53,634	54,963	56,291
16	53,826	55,265	56,704	58,033	59,361
17	55,952	57,391	58,831	60,159	61,488
18	58,138	59,578	61,017	62,346	63,674
19	60,342	61,781	63,220	64,549	65,877
20	62,598	64,038	65,477	66,805	68,134
21	65,008	66,448	67,887	69,216	70,544
22	68,551	69,991	71,430	72,759	74,088
23	78,259	72,693	74,132	75,460	76,789

Appendix A
EAST NEWARK SCHOOL DISTRICT
SALARY GUIDE

2014 - 2015					
STEP	BA	BA +15	BA +30	MA	MA +30
1	38,000	38,700	39,600	41,000	41,950
2	38,950	39,668	40,590	42,025	42,999
3	39,924	40,659	41,605	43,076	44,074
4	40,922	41,676	42,645	44,153	45,176
5	42,021	43,744	44,714	46,006	47,298
6	46,541	47,322	48,343	49,705	51,067
7	47,704	48,499	49,520	50,882	51,386
8	48,682	49,193	50,214	51,577	52,938
9	48,809	49,321	50,341	51,704	53,065
10	48,973	49,459	50,481	51,843	53,205
11	49,203	49,714	50,736	52,097	53,459
12	49,456	49,967	50,989	52,350	53,712
13	49,568	50,080	51,101	52,463	53,824
14	50,039	50,832	51,854	53,217	54,578
15	51,511	52,305	53,327	54,688	56,050
16	52,083	53,954	54,975	56,338	57,699
17	55,171	56,647	58,122	59,484	60,845
18	57,351	58,826	60,302	61,663	63,025
19	59,592	61,067	62,543	63,905	65,266
20	61,850	63,325	64,801	66,163	67,524
21	64,163	65,639	67,114	68,475	69,837
22	66,634	68,109	69,584	70,947	72,308
23	80,215	71,740	73,216	74,578	75,940