

AGREEMENT

between

THE NEWARK PUBLIC SCHOOLS

and

THE NEWARK TEACHERS UNION

**LOCAL 481
A.F.T./AFL-CIO**

TEACHER - CLERK

July 1, 1994 - June 30, 1997



AGREEMENT

between

THE NEWARK PUBLIC SCHOOLS

and

THE NEWARK TEACHERS UNION

**LOCAL 481
A.F.T./AFL-CIO**

TEACHER - CLERK

July 1, 1994 - June 30, 1997

BOARD OF EDUCATION

[as of July 1, 1994]

PRESIDENT
Evelyn Williams

Augusto Amador
Kim Thompson Gaddy
Dennis LaScala
Bessie Walker

FIRST VICE PRESIDENT
Eleanor George

SECOND VICE PRESIDENT
Guillermina Cruz

Eugene C. Campbell, Executive Superintendent
Marvin L. Comick, General Counsel

BOARD OF EDUCATION NEGOTIATING TEAM

Eugene C. Campbell
Sam Manigault, Esq.
Connie Caponegro
Bessie White
Jennifer Hilliard
Lynnette Cooke Crooms
Carol Bowles
Lorraine Martin

STATE OPERATED SCHOOL DISTRICT

City of Newark
[as of July 12, 1995]

Beverly L. Hall, Ed.D.
State District Superintendent

NEWARK TEACHERS UNION OFFICERS AND EXECUTIVE BOARD

1993 - 1995

PRESIDENT

Carole A. Graves

SECRETARY-TREASURER

Vincent E. Altieri

OFFICERS

Antoinette Baskerville
Janette Colon Jorge
Cheryl Crawford
Ruby Fearington
Mitchel Gerry
Flora Hamlett
Rochelle Hutcherson
Thomasina Lemon
Jerry Moore
Lynn Padwee
Jean Lewis Roche
Gwendolyn Sanford
Ella Taylor
Helen Ware
Mozelle Williams

Lenore Catena
Carmen D. Cortinas
Dominick Denardo
Wanda Friess
Sandra Greene
Elizabeth Hayman
Tecla Lavin
Gennaro Minichino
Thomas Murphy
Robert Palumbo
Christine R. Samuels
Maria Santana
William Troublefield
Amelia Welch

NEWARK TEACHERS UNION NEGOTIATING TEAM

Carole A. Graves, President and Chief Spokesperson
Vincent E. Altieri, Secretary-Treasurer
Pietro M. Petino, Director of Organization
Michael A. Porcello, Chief Negotiator
Janette Colon Jorge
Flora Hamlett
Tecla Lavin
Robert Palumbo
William Troublefield
Willie Hutcherson

TABLE OF CONTENTS

Incorporation of Mediators Recommendations and Mayor's Suggestions.....	1
Declaration of Intent.....	1
Agreement.....	1
Article I Recognition.....	2
Section 1 Unit Members.....	2
Section 2 Employee Defined.....	2
Section 3 Equal Union Representation.....	3
Article II Non Discrimination Clause.....	3
Section 1 Causes.....	3
Section 2 Employee Organizations.....	3
Article III Grievance Procedure.....	3
Section 1 Definition of Grievance.....	3
A Grievance Defined.....	3
B Definition of Employee.....	3
C Union Right to Initiate.....	3
Section 2 Procedures.....	4
A Representation.....	4
B Times for Meetings or Hearings.....	4
Step 1 Informal Conference.....	4
Step 2 Principal.....	4
Step 3 State District Superintendent.....	5
Step 4 Arbitration.....	5
A Request for Binding Arbitration.....	5
B Arbitration Award.....	5
1 Endorsement.....	5
2 Arbitrator.....	6
C Arbitrator's Panel Power.....	6
D Arbitrator's Limits.....	6
E Fees and Expenses.....	7
Section 3 General Provisions.....	7
A Notice Provisions.....	7
B Persons Proper to Hearings.....	8

C	Supervisor Caused Grievances.....	8
D	Union Arbitration Choices.....	8
E	Reprisals Not Allowed.....	8
F	Time Limits.....	8
G	Year End Grievances.....	9
H	Grievances and File, Promotion, Placement.....	9
I	Filing Forms.....	9
Article IV	Union Rights.....	9
Section 1	Leave for Union Service.....	9
Section 2	Negotiations on School Time.....	10
Section 3	Bulletin Boards.....	10
Section 4	Union Meetings.....	10
A	Union Schoolwide Meetings.....	10
B	Union Citywide Meetings.....	11
Section 5	Meetings with Principals.....	11
A	Union Principals Meetings.....	11
B	Union Representation Formula.....	11
C	Individual School Policies.....	12
Section 6	Availability of Information.....	12
Section 7	Distribution of Literature.....	12
Section 8	District-Union Conferences.....	12
Section 9	School Visitation.....	13
A	Conferences.....	13
B	Classroom Visit by Union Officials.....	13
C	Notice to Building Representative.....	13
Section 10	Union Representation at Advisory Meetings.....	13
Section 11	Leave for Union Conventions.....	14
A	Conventions.....	14
B	Legislative & Governmental Bodies.....	14
C	Number of Days Available.....	14
D	Limitation on Representatives.....	14
Section 12	Dues Deduction.....	15
Section 13	Other Deductions.....	15
Section 14	Examination Psychologists and Social Workers.....	15
Section 15	Super Seniority.....	15
Section 16	Use of School Phone.....	16
Section 17	Reasonable Notice.....	16

Article V	General Conditions of Employment.....	16
Section 1	Fair Employment Practice.....	16
A	Tenure Employment Practice.....	16
B	Non Tenured Suspension or Discharge.....	16
C	Non Tenured Notification Date.....	16
Section 2	Calendar.....	16
A	Work Year.....	16
B	Orientation Day.....	17
C	New Teacher Orientation.....	17
D	School Calendar.....	18
Section 3	Teacher Schedules and the School Day.....	19
A	Building Representatives.....	19
B	Elementary Schools.....	19
1	Sign In.....	19
2	End of Day.....	19
3	Elementary Schedule.....	19
4	Teacher of Part Time Classes.....	20
5	Preparation Periods Elementary.....	20
C	Special Schools and Special Classes.....	20
1	Hours of Service.....	20
2	Preparation Periods Special Schools.....	21
3	Work Day.....	21
D	Secondary Schools.....	21
1	Expected Sign In.....	21
2	Regular Schedule.....	21
3	Special Adjustments.....	21
E	Absenteeism and Tardiness.....	22
1	Reporting Absences.....	22
2	Late Arrival.....	22
3	Absences Before/After Holiday.....	22
4	Unusual Circumstances 15%... ..	23
F	Signing In Time Book.....	23
Section 4	Class Assignments.....	23
A	Assignments and Certification.....	23
1	Area of Certification.....	23

	2	Assignment of Children Under NJ Administrative Code.....	23
B		Number of Subjects.....	23
C		Room Assignments.....	24
D		Notice of Schedule.....	24
E		Excuse from Specific Duties.....	24
F		Consecutive Assignments.....	24
G		Period Assignments.....	24
	1	Secondary Teaching Class Per Day.....	24
	2	Volunteer Substitute Pay.....	24
H		Pool Substitutes.....	25
I		Evening Parent's Open House.....	25
J		Posting of Schedules.....	25
K		Preparation Period Defined.....	25
Section 5		Class Size.....	25
A		Kindergarten.....	25
B		Elementary Classes.....	25
C		Junior High Classes.....	26
D		Senior High Classes.....	26
E		Special Education Classes.....	26
F		Activity Classes.....	26
G		Non-English Classes.....	26
H		Physical Education Classes.....	26
I		Departmentalized Organization.....	26
J		Exemptions.....	26
	1	Lack of Available Space.....	26
	2	Part Time Schedule.....	26
	3	Experimental Instruction.....	27
	4	Team Teaching.....	27
	5	Added Students.....	27
	6	Unavailability of Teachers.....	27
K		Relief for Exceeded Limits.....	27
L		Relief Effort Possible.....	27
M		Summer School Class Size.....	27
Section 6		Seniority.....	27
A		Defined.....	27
B		Factor in Dispute.....	27
Section 7		Promotions.....	28
A		Promotional Positions.....	28

	1	Listed Position.....	28
	2	Notice of Vacancy.....	28
	3	Time of Posting.....	28
	4	Right to Apply.....	28
B		Procedures.....	28
	1	Applications.....	28
	2	Qualifications.....	28
C		Higher Positions-Procedures.....	29
D		Promotional Procedure Changes.....	29
Section 8		Assignment and Transfer.....	29
A		Voluntary Transfer from School to School.....	29
	1	June 1 Vacancies Listed.....	29
	2	Applications for Transfer.....	29
	3	Selection for Transfer.....	29
	4	Reason for Not Transferring.....	29
B		Reassignments within a School.....	30
	1	Notification to Principal.....	30
	2	Principal's Criteria.....	30
C		Involuntary Transfers from School to School.....	30
	1	Prohibited.....	30
	2	Written Reason.....	30
Section 9		Necessary Duties.....	30
A		Elementary Teachers.....	30
B		Secondary Teachers.....	30
C		Per Diem Substitutes and Three Hour Aides.....	30
D		Voluntary Activities.....	31
E		Expenditures, Volunteer, Aides Positions Maintained.....	31
F		Duty Free Lunch Period.....	31
Section 10		Teacher Performance Evaluation and Personnel Files.....	31
A		Signed Notice of Evaluation.....	31
B		Rating.....	31
C		Monitoring or Recording Prohibited.....	31
D		Opportunity to Read.....	31
E		Copy of Evaluation to Teacher.....	32
F		Right to Inspect File.....	32
G		Confidential Files.....	32

H	Revision of Forms.....	32
I	Demonstration Lesson.....	32
Section 11	Letters of Recommendation.....	32
Section 12	Teacher Facilities.....	33
A	Classroom Storage Space.....	33
B	Teacher Workroom.....	33
C	Faculty Lounge With Telephone.....	33
D	Teacher Restroom.....	33
E	Communications System.....	33
F	Security Guard.....	33
G	Intruders Excluded From School Grounds.....	33
H	Unfit Classroom Conditions.....	33
I	Psychologists and Social Workers Facilities.....	34
Section 13	Faculty Meetings.....	34
Section 14	Pupil Grades.....	35
Section 15	Teacher Grade Book.....	35
A	Keeping of Grades.....	35
B	Availability of Grades.....	35
Section 16	Administrative Summons.....	35
Section 17	Class Interruptions.....	35
Section 18	Solicitation of Funds.....	36
Section 19	Supplies and Instructional Materials.....	36
A	Texts and Materials.....	36
B	Discretionary Fund.....	36
C	Psychologists and Social Workers Supplies.....	36
D	Learning Disabilities Teacher Consultants Materials.....	36
Section 20	Professional Improvement Fund.....	37
Section 21	Verification of Employment.....	37
Section 22	Placement in Positions.....	37
Article VI	Teacher Protection.....	37
Section 1	Negligence.....	37
A	Cost of Defense.....	37
B	Reporting of Personal or Property Damage.....	38
Section 2	Assault and Personal Injury.....	38

Section 3	Compensation.....	38
A	Salary and Sick Day Protection.....	38
B	Award Restriction.....	38
Article VII	Summer School and Summer Recreation Programs.....	38
A	Qualifications.....	38
B	Posting.....	38
C	Selection.....	39
D	Pay Rates.....	39
E	Grieve Non-Appointment.....	39
Article VIII	School Clerks.....	40
Section 1	Salary.....	40
A	School Clerks [10 Month].....	42
B	School Clerks [12 Month].....	43
C	Organization.....	43
Section 2	Sick and Personal Days.....	43
Section 3	Job Description.....	43
A	New Jersey Dept. of Personnel.....	43
B	No Dictation.....	44
C	School Clerk Position.....	44
Section 4	Overtime.....	44
Section 5	Workday.....	44
A	Definition.....	44
B	Noncompulsory Overtime.....	44
C	Work Break.....	44
D	Monitor or Supervise Students.....	44
Section 6	Longevity.....	44
Section 7	Time Reports.....	45
A	Special Telephone Connection.....	45
B	Per Diem Sub Time Reports.....	45
Section 8	Career Ladder Program.....	45
Article IX	Cultural Pluralism.....	45
A	Commemorative Dates.....	45
B	Bilingual and Multilingual Teachers.....	45
Article X	Leaves.....	45
Section 1	Sabbatical Leaves.....	45

A	Seven Year, Fourteen Year Leave.....	45
B	Service Requirement.....	46
C	Eligibility.....	46
D	Salary.....	46
E	Percent Eligible.....	46
Section 2	Terminal Leave.....	46
A	Application Deadline December 1.....	46
B	Application to TPAF.....	46
C	Accumulated Sick Leave.....	46
D	2% Bargaining Unit Eligible.....	47
E	Sick Days Deducted.....	47
F	April 1 Notification Deadline.....	47
Section 3	Sick and Personal Leaves.....	47
A	Number of Days.....	47
B	Additional Sick Days.....	47
C	Unused Sick Days.....	47
D	Exhausted Sick Days.....	47
E	Personal Days.....	47
F	Sexual Equality of Leave Privileges.....	48
H	Prorated Sick Days.....	48
I	Conversion of Sick and Personal Days.....	48
	A First 50 Days.....	48
	B 51 to 100.....	48
	C Exceeding 100.....	48
J	Sick Day Program.....	49
Section 4	Maternity Leave.....	49
A	Length.....	49
B	Return to Service.....	49
C	Extended Maternity Leave.....	49
D	Seniority and Salary.....	49
E	Seniority Rights.....	49
Section 5	Military Leave.....	49
A	Inducted Teachers.....	49
B	Civilian Work.....	50
C	Salary Schedule Placement.....	50
D	Reinstatement and Seniority.....	50
Section 6	Existing Leave Policy.....	50
A	Death - Immediate Family.....	50
B	Funeral - Near Relative.....	50

Section 7	Maintenance of Rights and Benefits.....	50
A	Benefits on Leave.....	50
B	Return from Leave.....	50
Section 8	Reserve Duty.....	51
Article XI	M.E.S. [More Effective Schools].....	51
Article XII	Teacher-Clerks.....	51
A	Return to Classroom.....	51
B	Education Courses at District Expense.....	52
Article XIII	Supplemental Fringe Benefits.....	52
A	Maintenance of Benefits.....	52
B	Review of Benefits Provider.....	52
Article XIV	Long Term Substitutes.....	53
A	Permanent Appointment.....	53
B	Sick and Personal Days.....	54
C	Salary Guide [No Salary Guide Included].....	54
D	National Teacher's Examination Course.....	54
E	Per Diem Substitute Teacher Schedule.....	55
Article XV	Extra Curricular Activities and Supplemental Compensation.....	55
A	General Provisions.....	55
1	Eligibility.....	55
2	Selection.....	55
3	In-Service Credit.....	55
4	Minimum Teachers Assigned to Recreation Centers.....	55
5	Sexual Equality of Coaches Pay.....	55
B	Clubs and Activities.....	55
1	Applications.....	55
2	Eligibility.....	56
3	Principal Appointment.....	56
4	Reason for Non-Selection.....	56

	5	Appointment Protection.....	56
	6	Preference for Position.....	56
	7	Rotation of Appointees.....	56
C		Extra Curricular Compensation.....	57
Article XVI		Specialists.....	59
A		Investigate Improved Effectiveness.....	59
B		Study Working Conditions.....	59
C		Implementation.....	59
Article XVII		Teacher Salary.....	59
Section 1		Teacher Salary Schedule.....	60
A		Schedule for B.A. Level.....	60
B		Schedule for M.A. Level.....	61
C		Schedule for Ph.D. Level.....	62
D		Longevity.....	62
E		Prior Credit.....	62
F		Prior Credit Special Needs Areas.....	63
G		Equivalency Credits.....	64
Section 2		Psychologists, Social Workers and L.D.T.C.s Salary Schedule.....	65
Section 3		Consulting Psychiatrist, Physical Therapist Assistant and Pianist Salary Schedule.....	66
Section 4		Special Investigators.....	67
A		Schedule for B.A. Level.....	67
B		Schedule for M.A. Level.....	67
C		Schedule for Ph.D. Level.....	68
Section 5		Court Representatives.....	69
A		Schedule for B.A. Level.....	69
B		Schedule for M.A. Level.....	69
C		Schedule for Ph.D. Level.....	70
Section 6		Project Coordinator.....	71
A		Schedule for B.A. Level.....	71
B		Schedule for M.A. Level.....	71
C		Schedule for Ph.D. Level.....	72
Section 7		Coordinator.....	73
A		Schedule for B.A. Level.....	73
B		Schedule for M.A. Level.....	73
C		Schedule for Ph.D. Level.....	74

Section 8A		Newark Evening School Textbook Clerk.....	74
Section 8B		Newark Evening School Asst. Textbook Clerk.....	74
Section 9		Correcting Payroll Errors.....	74
Section 10		Wrong Step.....	75
Section 11		Time Reports.....	75
Section 12		Paydays.....	76
A		10 or 12 Month Option.....	76
B		Pay Day Schedule	76
C		Pay Dates.....	76
Section 13		Mailed Checks.....	77
Section 14		Evening School Schedule and Qualification.....	77
Section 15		Expenses.....	77
Section 16		Guidance Counselors.....	77
Section 17		Recreation Directors.....	78
Section 18		Payroll Site for Itinerants.....	78
Section 19		Memorandum of Understanding 7/28/78 for L.D.T.Cs.....	78
Section 20		Memorandum of Understanding 6/23/78 for Court Representatives.....	78
Section 21		Transportation Reimbursement.....	78
Section 22		Coordinator Stipend.....	79
Section 23		Grant Programs.....	80
Section 24		Salary Hold Back.....	80
Article XVIII		Student Health and Welfare.....	80
Section 1		Sickle Cell Anemia and Lead Poisoning	80
Section 2		Venereal Disease.....	81
Section 3		Sight and Hearing Testing.....	81
Article XIX		Employee Assistance Program.....	81
Article XX		Quality Control Committee.....	82
Article XXI		School in Housing.....	82
Article XXII		Federal Supplemental Funding.....	82

Article XXIII	Curriculum Revisions.....	83
Article XXIV	Matters Not Covered.....	84
Section 1	Superseded Policy, Rule or Regulation.....	84
Section 2	No Changes: Wages, Hours, Conditions.....	84
Section 3	New Contract Negotiations.....	85
Article XXV	New Job Titles or Categories.....	85
A	30 Days Advance Notice to Union.....	85
B	Union Jurisdiction.....	85
C	Negotiations Over Working Conditions.....	85
D	Failure to Agree on Title/Category.....	85
Article XXVI	Peer Coaches and/or Mentor Teachers.....	86
Article XXVII	AIDS Policy.....	86
Article XXVIII	Labor Studies.....	86
Article XXIX	Oversight Committee.....	86
Article XXX	Availability of Contract.....	87
Article XXXI	No Strike.....	87
Section 1	No Strike or Concerted Effort.....	87
Section 2	No Lockouts.....	87
Article XXXII	Conformity to Law and Savings.....	87
Article XXXIII	Agency Shop.....	87
Article XXXIV	Accountability Study.....	88
Article XXXV	Duration.....	89

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

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

DECLARATION OF INTENT

The Board of Education 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 1994 by and between THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX (hereinafter referred to as the "BOARD" and THE NEWARK TEACHERS UNION LOCAL 481, AMERICAN FEDERATION of TEACHERS, AFL-CIO, (hereinafter referred to as the "Union").

The expired agreement, dated July 1, 1994 through June 30, 1997, shall be renewed for a period of three (3) years effective July 1, 1994.

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

EDITING NOTE: The Board of Education of Newark in the County of Essex became a state operated school district [hereinafter referred to as the "Newark Public Schools"] as of July 12, 1995. References to "the Board" or "Board of Education" have been changed as necessary.

ARTICLE I - RECOGNITION

SECTION 1. The Newark Public Schools hereby recognizes the Union as the exclusive collective negotiations representatives pursuant to Chapter 303 of the Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, for the purpose of 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; teachers, long-term substitute teachers, itinerant teachers, homebound teachers, recreation teachers, speech teachers, speech therapists, remedial reading teachers, provisional teachers, librarians, drop out counselors, guidance counselors, regular teachers teaching four nights per week in Newark Evening High School, and coordinators having permanent status as teachers, helping teachers, learning disability teacher consultants, social workers, psychologists, attendance counselors, court representatives, special investigators, psychiatrists, occupational therapist, physical therapist, program assistant, research assistant, Victoria specialist, audiologist, pianist, substance abuse coordinators, teacher clerks, clerk stenographer (school), physical therapist assistant, text book clerk and assistant text book clerk in the Newark Evening High School, but excluding department chairpersons, acting department chairpersons, head guidance counselors, teachers to assist the principal, vice principals, principals, acting vice principals, acting principals, directors, assistant executive superintendents, executive superintendents, laboratory assistants, nurses, 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, teacher and school aides, and all permanent, acting, temporary or provisional supervisory employees.

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

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

ARTICLE II - NON-DISCRIMINATION CLAUSE

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

SECTION 2. The 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.

ARTICLE III - GRIEVANCE PROCEDURE

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

SECTION 1. DEFINITION

A. A grievance is a complaint by an employee that (1) she/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.

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

C. The Union shall have the right to initiate and process grievances which may be initiated and processed by an aggrieved

employee under the 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. PROCEDURES

A. 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 she/he may not be represented by any employee organizations 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. Times for meeting or 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.

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.

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, if the employee so desires, submit it in writing within five (5) school days after the end of the said five (5) day period 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 of the act or circumstance given rise to the grievance.

ance. 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 she/he shall give his/her decision in writing with his/her reasons therefore to the employee, the Union, and the State District Superintendent within five (5) school days after the written grievance has been submitted to him/her by the employee.

Step 3.

The employee may appeal to the State 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 State District Superintendent and to the employee's immediate superior, written notice of such appeal setting forth specifically the basis of the grievance. The State 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.

Step 4.

A. 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 State District Superintendent has been given to the employee and the Union pursuant to the above provisions under the caption "Step 3", to the State 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.
1. The arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey.
 2. The arbitrator shall be selected by mutual agreement of the Newark Public Schools and the Union except that any

individual so selected shall be a bona fide resident of New Jersey and a member of the National Academy of Arbitrators with a minimum of five years experience as an arbitrator. 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 American Arbitration Association to name the arbitrator. Any individual so selected shall be required to be a bona fide resident of New Jersey.

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 she/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.

C. 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, 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.

D. 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.

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

SECTION 3. GENERAL PROVISIONS

A. If the decision to be given by any employee's immediate administrative superior, or the State 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 she/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 she/he fails to give, within the prescribed time the written notices of appeal respectively mentioned under "Step 3" above, or if she/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.

Any written notice to be given under Section 2 by the employee to her/his superior or to the State District Superintendent may given by hand, or by leaving it with a person in charge of the office of such superior or of the State District Superintendent, or by mailing it by certified mail, return receipt, requested, addressed to such superior or to the State 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 at 2 Cedar Street, Newark, New Jersey, or by leaving it with a person in charge at the Office of Newark Public Schools Affairs at the same address. Any notice of decisions to be given to the employee may be

to the Assistant State District Superintendent, Office of Newark Public Schools Affairs 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. NEGOTIATIONS ON SCHOOL TIME

Time for negotiations will be as mutually agreed upon by the Union and the Newark Public Schools. 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. 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, in violative of law.

SECTION 4. UNION MEETINGS

A. The Union shall have the right to have meetings of the employees of any school prior to the beginning of the school day, during the employee's lunch period, and after the closing of school upon timely notification to the school principal. Principals shall be required to cooperate with the Union to facilitate the holding of such meeting 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 State District Superintendent and the Union.

B. The State 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 5. MEETING WITH PRINCIPALS

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

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

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

SECTION 6. AVAILABILITY OF INFORMATION

The 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, work product, or dissemination of which is prohibited by law.

SECTION 7. DISTRIBUTION OF LITERATURE

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

SECTION 8. NEWARK PUBLIC SCHOOLS - UNION CONFERENCES

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 that 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 meet with the State District Superintendent 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 State District Superintendent, the State 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 9. SCHOOL VISITATION

A. 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 her/his presence to the appropriate authority in the school. Conferences with teachers, should they become necessary, shall be scheduled so as not to interfere with or disrupt normal school functions.

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

SECTION 10. UNION 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 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 11. LEAVE FOR UNION CONVENTIONS AND SESSIONS OF LEGISLATIVE BODIES

A. 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 any one year (per individual), nor ten (10) individuals per convention shall be granted to duly qualified representatives of the Union.

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

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

SECTION 12. DUES DEDUCTION

The 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 twenty (20) days after the end of the month.

SECTION 13.

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

SECTION 14. EXAMINATIONS - PSYCHOLOGIST AND SOCIAL WORKERS

A. Any suggestions submitted in writing by the Union to revise present or future written or oral examination required by the Newark Public Schools as a prerequisite of employment for psychologists and social workers will be forwarded by the Newark Public Schools to the appropriate agencies selected by the Newark Public Schools to prepare such examinations for considerations.

B. All suggestions to revise the psychologists and social workers examinations shall be submitted in writing by the Union to the Newark Public Schools on or before June 15 or on or before December 1. The Newark Public Schools shall have 15 days from the above date to forward these revisions to the appropriate agencies.

SECTION 15. SUPER SENIORITY

Super seniority shall be defined as being placed at the head of all applicable seniority lists, where not inconsistent with Title 18A and the laws of the State of New Jersey. Such status shall apply during the term of any officer, executive board member, and no more than one (1) building representative at each school location designated by the NTU President. Such designees shall be accorded super seniority for the period of time they serve the Union, and their names shall be forwarded to the State District Superintendent by November 1, of each year.

SECTION 16. USE OF SCHOOL PHONE

All NTU Building Representatives and Officers may use the school phone at appropriate times, for local calls only in order to conduct Union and/or Newark Public Schools business.

SECTION 17. REASONABLE NOTICE

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

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

C. 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. CALENDAR

A. The work year for all employees covered by this agreement shall commence on the Tuesday after Labor Day each year. There shall be scheduled no more than 182 pupil days and 187 work days for bargaining unit members each school year.

The first four days of the school year shall be utilized for in-service workshops and classroom preparation. Attendance for in-service workshops is mandatory for all bargaining unit members.

B. 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 organization day for orientation.

C. New Teacher Orientation

All new teachers and all teachers new to the Newark School System shall have a full day orientation session conducted by the Newark Teachers Union and the Newark Public Schools.

Said orientation session will be held prior to organization day in September of each school year. Said orientation day shall occur no earlier than the Tuesday after Labor Day. The purpose of this orientation shall be to inform new teachers of system wide policies, procedures and practices related to their job. All costs for this orientation session shall be borne by the Newark Public Schools.

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

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 1, for the ensuing contract year.

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

SCHOOL CALENDAR

1996-1997

		No. of Days		
		Students	Teachers	
<u>1996</u>				
Sept.	2	Labor Day Holiday	16	20
	3	Orientation - All Ten		
		Month Employees Report (Tuesday)		
	4 - 6	School Organization/Training		
	9	School Opens for Students		
<u>SCHOOL CLOSING DATES</u>				
Oct.	14	Columbus Day Observance	22	22
Nov.	5	Election Day	13	13
	11	Veterans Day		
	12	Puerto Rico Recognition Day Observance		
	14 & 15	Teacher Convention		
	28	Thanksgiving Holiday		
	29	Administrative Day		
Dec.	23 - 31	Winter Recess	15	15
<u>1997</u>				
Jan.	1	New Year's Day	21	21
	20	Dr. Martin Luther King, Jr.'s Birthday Observance		
Feb.	12	Lincoln's Birthday Observance	18	18
	19	President's Day		
March	28	Good Friday	19	19
	31	Spring Recess Begins		
April	1 - 4	Spring Recess	18	18
May	26	Memorial Day Observance	21	21
June	26	Students Dismissed 1:00 p.m. (Mon.)	19	20
	27	Teachers Dismissed 1:00 p.m. (Tues.)	182	187

SECTION 3. TEACHER SCHEDULES AND THE SCHOOL DAY

A. BUILDING REPRESENTATIVES

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

B. ELEMENTARY SCHOOLS

1. In all elementary schools teachers and other instructional employees should sign in at the office of the school no later than four (4) minutes prior to the time they are scheduled to be at their assigned stations at the beginning of the school day. They shall be expected to report to their assigned stations as provided below in sub-section 3.

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

3. The regular schedule of elementary school shall be as indicated below;*

Teachers Sign In

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

*It is recognized that special circumstances in particular schools may require variations from the schedule. 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 teachers school day shall be consecutive in all cases.

4. In the case of teachers of Part-time classes, the hours of service for those on a morning or afternoon session shall be the same as that specified in Caption "I" of this Section. Instructional time for part-time classes shall be four (4) hours. Teachers shall be entitled to a duty-free lunch period which shall be fifty (50) minutes in duration. In addition to the four (4) hours of instruction rendered to the part-time classes, teachers shall report for teaching or appropriate professional service for one and one half (1 1/2) hours in the morning or afternoon, fifty (50) minutes and which shall be considered preparation time. The additional service of one and one half (1 1/2) hours shall be scheduled by the principal in accordance with the specific situations which obtain in each school when such classes are scheduled.

5. Employees shall have those periods during which specialists cover their classes set aside for preparation. All elementary school employees shall have at least two (2) fifty (50) minute preparation periods each week. Effective July 1, 1989, all elementary school employees shall have at least three (3) fifty (50) minute preparation periods each week.

C. SPECIAL SCHOOLS AND SPECIAL CLASSES

1. In special schools or special classes, the hours of service of teachers shall be the same as that specified in caption B-1 of this Article and Section, except that in any cases where the lunch period is part of the instructional program of the specific class taught by the teacher, and 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 2:15 p.m. Said teacher may sign out at their discre-

tion after their students have been dismissed from the building. Adjustments for special schedules and the hours of service of teachers of part-time classes in special schools or special classes shall be set up on the same basis as that in caption B-1 of this Article and Section.

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

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

D. SECONDARY SCHOOLS

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

2. As a general guide, junior and senior high schools will begin at 8:30 a.m. for pupils and end at 2:30 p.m. Therefore, a regular schedule for teachers will be:

Teacher sign in

8:20 a.m.

8:30 a.m.

2:30 p.m.

Teachers report to assigned stations

Homeroom or Period 1 begins

Lunch period equal to that of students

Classes end

Teachers sign out at their discretion after the end of their last assigned period.

3. Because of special adjustments necessary in the schedule planning of specific junior and senior high schools, variations in the schedule stated under caption D-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. Prior thereto, the principal of the specific school and the Union represen-

tative for that school shall meet and prepare a schedule to submit to the Union and the State District Superintendent or his/her designee. If after five (5) school days following the delivery of said schedule, neither the Union nor the State 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, further negotiations shall be conducted by the Union and the State District Superintendent.

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 teachers school day shall be consecutive in all cases.

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

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

E. ABSENTEEISM AND TARDINESS

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

2. 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. 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. (EXCEPTION): Personal day and extended sick leave.

4. If more than fifteen per cent (15%) of the employees at any school (during an "unusual circumstance") report sick, the final determination for the use of a sick day shall be made by the appropriate Assistant State District Superintendent.

F. SIGN-IN

Employees shall have the right to sign the time book when arriving and departing. If for any reason the book is not available, the Newark Public Schools agrees not to penalize the employee.

SECTION 4 - CLASS ASSIGNMENTS

A. CERTIFICATION

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

2. A regular classroom teacher shall not be required to teach a student with a condition that has been diagnosed and classified as requiring a special certified teacher under the provisions of statutes N.J.S.A. 18A:46-1 et seq.

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

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

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

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

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

G. 1. In high schools and junior high schools, no teacher shall be assigned to more than five (5) teaching classes per day unless there is an equal reduction of teaching classes on other days. The preparation period of secondary school teachers shall not be considered a free period. If the need arises, the employee may leave the building with the permission of the principal or appropriate authority.

2. In 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 (1/5) of the per diem substitute rate.

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

I. All teachers shall be expected, as part of their professional services, to attend four (4) evening meetings per school year to be conducted in each school.

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

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

SECTION 5 - CLASS SIZE

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

A. The number of pupils in kindergarten classes shall be limited to twenty five (25) as prescribed by law and the regulations or recommendations of the New Jersey State Board of Education.

B. The number of pupils in classes in elementary schools, whether self-contained or on any system of departmental instruction, shall be limited to thirty (30) pupils.

C. The number of pupils in basic subject classes in Junior High Schools shall be limited to thirty (30).

D. The number of pupils in basic subject classes in Senior High Schools shall be limited to thirty (30).

E. The number of pupils in special education classes shall be limited to sizes prescribed by law and the regulations or recommendations of the New Jersey State Board of Education.

F. The number of pupils in classes of industrial arts, home economics, technical and vocational education, science laboratory, typewriting or subjects requiring special facilities shall not exceed the number of available work stations or where it applies the number prescribed by law and the regulations or recommendations of the New Jersey State Board of Education.

G. Classes conducted exclusively for the instruction of non-English speaking students, whether bilingual or multi-lingual, shall be limited to twenty-five (25) pupils.

H. Classes in physical education shall be limited to fifty (50) pupils.

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

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

1. There is no further classroom space available in the building which will permit scheduling any additional classes in order to reduce class size, and other school facilities which meet approved standards and are not unreasonably inconvenient are not available.

2. In order to achieve the prescribed class size it would be necessary to schedule one or more part-time classes in either elementary or special schools.

3. The Union and administration agree that a class larger than the prescribed maximum is desirable for purposes of experiment with large-group instruction. (The conditions of employment in such cases shall be negotiated.)

4. Team-teaching arrangements are in the use which operate under a teacher with the assistance of either additional teachers, teacher-intern, teacher aides or any combination of them.

5. Additional students are added to the school enrollment after March 1.

6. Unavailability of qualified teachers for additional classes in the categories listed from "A" to "I" above.

K. In cases where exceptions force enrollment exceeding the listed class size limitations in the departmentalized schools, teachers shall be given relief from such classes by releasing affected teachers from administrative service assignment.

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

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

SECTION 6 - SENIORITY

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

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

SECTION 7 - PROMOTIONS

A. PROMOTIONAL POSITIONS

1. Promotional positions are defined as follows: positions which pay a special salary differential, which involves in part or in full the performance of supervisory or administrative duties and which include the positions of State District Superintendent, Assistant State District Superintendent (Deputy), Assistant State 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. The notice of any vacancy shall clearly state all qualifications, requirements, duties and any other pertinent information respecting the vacancy. It shall also include the salary to be paid in such a position. Each such notice shall be posted on the bulletin board set aside for the use of the Union.

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

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

B. The Newark Public Schools and the Union agree to the promotional procedures set forth below:

1. Candidates shall submit a formal application.

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

C. In the cases of the positions of Assistant State District Superintendent (Deputy), Assistant State District Superintendent, and Associate to the Assistant State District Superintendent, the general policies contained in Part A of this Section and Article shall apply.

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

SECTION 8 - ASSIGNMENT AND TRANSFER

A. VOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL

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

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

3. Selection shall be made on consideration of qualifications, seniority, personal preference of the applicant, integration of staff and the welfare of children and the community. The determinations of the State District Superintendent and the Newark Public Schools on applications for transfer or assignment shall be made for good cause and shall in no case be based on any personal bias or vindictiveness against the applicant.

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

B. REASSIGNMENTS WITHIN A SCHOOL

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

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

C. INVOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL

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

2. Upon request, the Department of Personnel 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 employee, other than professional work, shall be limited to the following.

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

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

C. Per diem substitutes and three-hour aides shall supervise and engage in the duties and activities related to cafeteria, halls, playgrounds, sidewalks and buses.

D. Teachers may voluntarily perform such activities described in C above.

E. Any expenditures for non-instructional duties other than those listed above shall be made only if the Newark Public Schools deem 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.

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

SECTION 10 -TEACHER PERFORMANCE EVALUATION AND PERSONNEL FILES

A. Teachers performance shall be regularly evaluated by members of the supervisory and administrative staff, authorized and competent to make such evaluations. When such evaluations involve visitation, it shall be done openly and with the knowledge of the employee being observed. Every written evaluation of the performance of any employee shall be signed by the individual who makes the evaluation.

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

C. The Newark Public Schools will continue its practice and policy not to use any type of mechanical or electronic device for the purpose of monitoring or recording the performance of any employee.

D. 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 filed. Such signature shall

merely signify that she/he has read the material and is not to be construed that she/he necessarily agrees with its contents. If the teacher refuses to sign, that fact shall be noted, dated and witnessed.

E. Teachers shall be given a carbon copy of each evaluation.

F. Any employee represented by the Union shall have the right to inspect all items in their personnel file. They shall also have the right to include in their file any information or material which she/he considers germane.

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

H. The Newark Public Schools and the Union agree to set up a committee to include administrators and supervisors appointed the State District Superintendent and teachers appointed by the Union to review and make recommendations for the revision of all currently used employee evaluation procedures.

I. Unsatisfactory Ratings

A teacher who receives an unsatisfactory 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.

SECTION 11

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

SECTION 12 - TEACHER FACILITIES

Each school shall have the following facilities:

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

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

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

D. Well lighted and clean teacher rest rooms.

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

G. 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. 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, she/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 State District Superintendent and the office of the Assistant State District Superintendent in charge of Physical Facilities shall be notified immediately.

I. 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 and social workers shall be enabled to do their work in that building in an atmosphere of privacy, functional facilities, and space for secure maintenance of confidential records.

SECTION 13. FACULTY MEETINGS

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

Such meetings shall be scheduled for such lengths of time as are suitable for dealing with the problems under 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 14. 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 15. TEACHER'S GRADE BOOK

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

B. The teacher will make available her/his Grade Book to discuss a specific pupil's grades by prior appointment, with a student, parent, or guardian of that student, or the appropriate school administrator. The Grade Book shall be the property of the Newark Public Schools and may be retained as part of the permanent records of the school.

SECTION 16. ADMINISTRATIVE SUMMONS

An employee requested to meet with the State 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 17. 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 18. 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 19. SUPPLIES AND INSTRUCTIONAL MATERIALS

A. For purposes of adequate instruction, there shall be made available for use of the students and teachers such texts and materials as are in keeping with the curriculum guides of the 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. The Newark Public Schools and the Union agree to continue the teacher's discretionary fund. An amount of \$40.00 [1994-1997] per teacher shall be made available by the school district in each school year. If as of April 1 of each school year there shall remain any unexpended amount in this discretionary fund, the unexpended amounts shall be redistributed according to the guidelines developed by the Office of the State District Superintendent and then be implemented in each school by the Principal in cooperation with the Union building committee.

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

D. The Newark Public Schools agrees that the materials necessary for diagnostic work by Learning Disabilities Teacher Consultants shall be budgeted for and made available by the Department of Special services upon approval by the appropriate Assistant State District Superintendent.

SECTION 20. PROFESSIONAL IMPROVEMENT FUND

The amount each school year set aside by the Newark Public Schools for the Professional Improvement Fund shall be \$60,000.00 for the duration of this agreement. All monies not utilized each year shall be cumulative in the fund.

SECTION 21. VERIFICATION OF EMPLOYMENT

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

SECTION 22 - 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 State District Superintendent, the above procedures may be waived and the State District Superintendent may appoint an individual in an acting capacity.

ARTICLE VI - TEACHERS PROTECTION

SECTION 1 - NEGLIGENCE

A. Whenever any civil action has been or shall be brought against a teacher for any act or omission arising out of and in the course of the performance of the duties of such teacher, the Newark Public Schools 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 persons from any financial loss resulting therefrom: and the Newark Public Schools may arrange for and maintain appropriate insurance to cover all such damages, losses, or expenses.

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

SECTION 2 - ASSAULT AND PERSONAL INJURY

In the event any criminal action is instituted against a teacher for any act or omission and should such proceedings be dismissed or resulting in a final disposition in favor of such teacher, the Newark Public Schools shall reimburse the teacher for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

SECTION 3 - COMPENSATION

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

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

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

ARTICLE VII - SUMMER SCHOOL AND SUMMER RECREATION PROGRAMS

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

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

Successful applicants shall be notified by June 1. Such applicants as have not yet been accepted as of June 1 for summer employment, shall be placed on a special job waiting list and so notified. The job waiting list shall be made available to the Union by June 3.

When any summer programs are expanded or new programs are initiated after the above dates, notice of such vacancies shall be posted within one week of the Newark Public Schools' decision. Any new job opening for summer work made available after June 1, shall be filled by qualified applicants on the special job waiting list.

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

D. SUMMER RATES EFFECTIVE JULY 1, IN EACH APPROPRIATE YEAR

TEACHERS

1993-94	1994-95	1995-96	1996-97
\$23.00 hr.	\$23.00 hr.	\$23.00 hr.	\$24.00 hr.

SCHOOL CLERKS

1993-94	1994-95	1995-96	1996-97
\$15.30 hr.	\$15.30 hr.	\$15.30 hr.	\$15.30 hr.

COORDINATORS

1993-94	1994-95	1995-96	1996-97
\$25.00 hr.	\$25.00 hr.	\$25.00 hr.	\$26.00 hr.

PSYCHOLOGISTS, SOCIAL WORKERS, L.D.T.CS

1993-94	1994-95	1995-96	1996-97
\$25.00 hr.	\$25.00 hr.	\$25.00 hr.	\$26.00 hr.

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

ARTICLE VIII - SCHOOL CLERKS

SECTION 1 - SALARY

Effective July 1 in each appropriate year

A. TEN (10) MONTHS

Chapter 1 Clerk typist
School Clerk
Chapter 1 Clerk Stenographer
School Clerk Stenographer

Step	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	\$21,877	\$21,877	\$22,752	\$23,662
2	22,431	22,431	23,328	24,261
3	23,519	23,519	24,460	25,438
4	24,082	24,082	25,045	26,047
5	25,017	25,017	26,017	27,058
6	26,147	26,147	27,192	28,281
1st longevity (20th year)	1,525	27,672	28,718	29,806
2nd longevity (25th year)	1,525	29,197	30,243	31,331

Senior School Clerk Typist
Senior School Clerk Stenographer

Step	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	\$22,050	\$22,050	\$22,932	\$23,849
2	22,604	22,604	23,508	24,448
3	23,693	23,693	24,641	25,626
4	24,255	24,255	25,225	26,234
5	25,191	25,191	26,199	27,247
6	26,321	26,321	27,374	28,469

1st longevity (20th year)	1,525	27,846	28,899	29,994
2nd longevity (25th year)	1,525	29,371	30,424	31,519

Supervising School Clerk Typist
Supervising School Clerk Stenographer

Step	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	\$22,224	\$22,224	\$23,112	\$24,037
2	22,778	22,778	23,689	24,637
3	23,866	23,866	24,820	25,813
4	24,429	24,429	25,406	26,422
5	25,364	25,364	26,378	27,433
6	26,494	26,494	27,553	28,655
1st longevity (20th year)	1,525	28,019	29,079	30,181
2nd longevity (25th year)	1,525	29,544	30,604	31,706

B. (12 Month) Effective July 1 in each appropriate year

Chapter 1 Clerk Typist
School Clerk Typist
Chapter 1 Clerk Stenographer
School Clerk Stenographer

Step	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	\$23,931	\$23,931	\$24,888	\$25,883
2	24,679	24,679	25,666	26,692
3	26,088	26,088	27,131	28,216
4	26,866	26,866	27,940	29,058
5	27,999	27,999	29,118	30,283
6	28,902	28,902	30,058	31,260
1st longevity (20th year)	1,525	30,427	31,583	32,785
2nd longevity (25th year)	1,525	31,952	33,108	34,310

Senior School Clerk Typist
Senior School Clerk Stenographer

Step	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	\$24,105	\$24,105	\$25,069	\$26,071
2	24,853	24,853	25,847	26,881
3	26,262	26,262	27,312	28,404
4	27,040	27,040	28,121	29,246
5	28,173	28,173	29,299	30,471
6	29,076	29,076	30,239	31,448
1st longevity (20th year)	1,525	30,601	31,764	32,974
2nd longevity (25th year)	1,525	32,126	33,289	34,499

Supervising School Clerk Typist
Supervising School Clerk Stenographer

Step	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	\$24,278	\$24,278	\$25,249	\$26,259
2	25,026	25,026	26,027	27,068
3	26,485	26,485	27,544	28,646
4	27,215	27,215	28,301	29,433
5	28,346	28,346	29,479	30,658
6	29,219	29,219	30,387	31,602
1st longevity (20th year)	1,525	30,744	31,913	33,129
2nd longevity (25th year)	1,525	32,269	33,438	34,654

C. School Clerks may be required to report to their respective schools two workdays in advance of the date teachers report for Organization Day. School Clerks shall be compensated for these days on the basis of 1/200 of their annual salary for each day worked, which payments shall be included in the first regular pay check in September.

SECTION 2 - SICK AND PERSONAL DAYS

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

SECTION 3 - JOB DESCRIPTION

A. The job description for School Clerks shall be the New Jersey Department of Personnel (NJDOP) 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 Department of Personnel for absent teachers.

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

C. The Newark Public Schools agrees to eliminate the designation of stenographer from the 10 and 12 month School Clerk positions.

SECTION 4 - OVERTIME

School Clerks working overtime shall, at the discretion of the State District Superintendent, be remunerated at a rate of one and one-half (1 ½) times the hourly rate or one and one-half (1 ½) times the time worked.

SECTION 5 - WORK DAY

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

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

SECTION 6 - LONGEVITY

Commencing with the twentieth (20th) and twenty-fifth (25th) year of employment, School Clerks shall receive a longevity increase. For purposes of calculating such longevity increases for all School Clerks, 10 and 12 months, that increase shall be at rate of \$1,425 for each longevity payment for the years 1991-92, \$1,475 for 1992-93 and \$1,525 for 1993-97.

SECTION 7 - TIME REPORTS

A. The Newark Public Schools agrees that the office of the Secretary, through the Payroll Department, shall have available a special telephone connection open every business day during the regular school hours for purposes of supplying authoritative information to School Clerks regarding preparation of time reports.

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

SECTION 8 - CAREER LADDER PROGRAM

The Newark Public Schools and the Union agree to pursue discussion to establish a career ladder program for six hour aides, three hour aides, and clerks leading to a teaching degree.

ARTICLE IX - CULTURAL PLURALISM

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

B. The 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

SECTION 1 - SABBATICAL LEAVES

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

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

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

D. Sabbatical leave shall be at half pay.

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

SECTION 2 - TERMINAL LEAVES

Bargaining unit employees shall be eligible to apply for terminal leaves of absence. Terminal leaves of absence shall be defined as leaves of absence immediately prior to retirement. Terminal leaves of absence shall be available at full pay for one-half ($\frac{1}{2}$) of the employee's normal work year.

Terminal leaves of absence shall be granted under the following conditions.

A. Employees must apply by December 1, for terminal leave of absence to become effective the following September 1 or February 1, for 10 month employees, and July 1 or January 1, for 12 month employees.

B. The employee must submit a formal application for retirement simultaneously with the leave application, under the appropriate public employment retirement system. Said application for retirement will NOT be processed if the terminal leave is not granted. Said application will be processed if the terminal leave is granted, on April 1.

C. At the time of application, the employee must have at least enough accumulated sick leave to cover all of the working days during the terminal leave period. If, on the employee's last working day, the employee has less sick leave than the period covered by the

terminal leave, the duration of the terminal leave shall be decreased to equal their accumulated sick leave days.

D. No more than two percent (2%) of all bargaining unit members will be granted terminal leave per year. The total unit two percent (2%) shall be comprised of no more than two percent (2%) of the Aides, no more than two percent of clerks, and no more (2%) of the teachers. In the event of a greater number of applicants per category, employees with the greatest number of consecutive years of service shall be granted first consideration.

E. Sick leave days equal to the length of the terminal leave shall be deducted from the total number of accumulated sick days.

F. Notification of Newark Public Schools approval will be received by each applicant no later than April 1 of each respective year.

SECTION 3 - SICK AND PERSONAL LEAVES

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

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

C. Unused sick leave shall be accumulated without limit.

D. In the event that a teacher's accumulated sick leave has been exhausted and the teacher certifies to the Newark Public Schools that she/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.

E. Teachers will be granted (3) days leave annually for personal reasons without explanation. Additional personal leave days may be granted by the State District Superintendent at his discretion if the reason warrants it.

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

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

H. 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 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 days per year.

I. Effective July 1, 1985; unit members, whose total number of sick and or personal days absent does not exceed six (6) days, shall be able to convert the remaining accumulated sick and or personal days, at the end of each school year on the basis of a conversion equaling one day's pay for each five (5) days accumulated, and such converted days shall be payable (compensable) at the end of the school year. The basis for converted days shall be 1/200th of an employee's salary for that year. A separate check shall be issued for said compensation.

Effective July 1, 1987, unit members who retire shall be able to convert accumulated sick leave on a basis as follows:

A. For the first fifty (50) days accumulated, one day's pay for each five days accumulated, said days pay compensable at the 1/200 daily rate of pay for said employees, then existing;

B. For a total number of sick days between fifty-one to one hundred (51-100) days, one day's pay for each five accumulated days said days compensable at the rate of seventy-five dollars (\$75.00) each effective July 1, 1991;

C. For all accumulated sick days in excess of one hundred days, one days pay for each five accumulated days, said days pay to be compensable at the rate of fifty-five (\$55.00) per day, effective July 1, 1991. All converted sick leave shall be deducted from the total number subject to be converted at (a) the end of the school year, or (b) upon retirement.

J. SICK DAY PROGRAM

The Newark Public Schools and Union agree to establish a sick day program whereby unit employees will be able to donate sick days to other unit employees in cases of serious illness. Specific guidelines will be developed for implementation in 1991-1992 year.

The Newark Teachers' Union and the Newark Public Schools agree that all provisions of the sick day program shall be excluded from the contractual grievance procedure up to and including binding arbitration.

SECTION 4 - MATERNITY LEAVE

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

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

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

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

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

SECTION 5 - MILITARY LEAVE

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

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

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

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

SECTION 6 - EXISTING LEAVE POLICY

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

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

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

C. Absence on account of court subpoena

D. Quarantine

E. Attendance at conferences when excused by the State District Superintendent.

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

SECTION 7 - MAINTENANCE OF RIGHTS AND BENEFITS

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

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

SECTION 8 - RESERVE DUTY

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

ARTICLE XI - M.E. S. (MORE EFFECTIVE SCHOOLS)

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

The establishment of this More Effective School shall begin immediately on the signing of the contract between the Union and the Newark Public Schools following procedures outlined on page 6 of the above named document with the following exemption:

Par. A-1-b, fourth line - changed to; (beginning with "The State District Superintendent... and continuing to the end of Par. A-1-b, line 7 ending with the word "community" shall be: "A screening Advisory Committee composed of professional staff and members of the community and the Union shall be selected. The Superintendent shall select three professional elementary education staff; the Union shall select three teachers; and the Newark Public Schools and the Union jointly shall select two persons from the More Effective School Community." It shall be the function of the Screening Committee, in addition to the duties outlined, to select an existing school facility which shall house the More Effective School. The More Effective School must be a functioning reality, complete with students and staff, as of the beginning of the school year 1971-1972.

ARTICLE XII - TEACHER-CLERKS

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

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

ARTICLE XIII - SUPPLEMENTAL FRINGE BENEFITS

Section A.

Benefits under this article shall be made available for all employees in the bargaining unit and to 3 hour and 6 hour aides in their bargaining unit continuously throughout the duration of this agreement. The level of such benefits shall be established by the Trustees of the Supplemental Fringe Benefits Fund in accordance with Agreement and Declaration of Trust establishing that Fund including all amendments to that Trust Agreement. The Newark Public Schools agrees to budget and appropriate funds sufficient to cover the actual cost of benefits only, such benefits to be provided for Fund beneficiaries. The cost of benefits to be paid shall only include unit members identified as Newark Public Schools employees in Branch 1 of the Fund's schedule of payments, which schedule was in place as of August 14, 1984. The Newark Public Schools and Union agree that each shall appoint and maintain a full complement of trustees during the life of this agreement and in the event that a trustee vacancy shall occur, the appointing party shall fill said vacancy within forty-five (45) days of the date when the vacancy shall first occur.

Section B

The Newark Public Schools and the Union jointly acknowledge that the cost of benefits has increased drastically over the last several years. The Newark Public Schools and the Union agree that the containment of cost is the responsibility of the parties. To this end, the Newark Public Schools and the union agree that their Trustee representatives to the Supplemental Fringe Benefits Fund must exercise extreme prudent efforts to both contain cost and provide the best possible benefits to the affected employees.

The Newark Public Schools and the Union shall recommend to the Supplemental Fringe Benefits Fund:

1. That the SFBF shall solicit open market competitive quotes on the entire supplemental employee benefit package bargaining unit members.
2. That the SFBF shall, after review of all quotes, review and select a benefit provider.
3. That the SFBF shall inform the Newark Public Schools and the Union of the name of the selected benefit provider, the premium cost and the level of benefits.

The SFBF shall review on an annual basis the performance of the benefit provider, to determine whether the provider should be retained. The performance review shall take place not later than ninety (90) days prior to the expiration of the provider agreement. The SFBF shall provide a written report to the Newark Public Schools and the Union. This report shall outline the conclusions of the performance review.

ARTICLE XIV - LONG TERM SUBSTITUTES

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

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

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

a. Regularly appointed fully certified teacher who has a record of satisfactory service in the Newark School system in the area of certification for which the vacancy exists on the basis of consideration of qualification, seniority, integration of staff, and the welfare of children and the community.

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

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

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

C. SALARY GUIDE: No salary guide is included

D. 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 15 candidates are in attendance.

E. In assigning the per-diem substitute to his/her days schedule that substitute shall replace in full the service of the regular teacher for whom she/he is substituting. If the schedule of the regular teacher requires less teaching time than is regularly assigned to the teachers under the agreement, she/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.

ARTICLE XV - EXTRA CURRICULAR ACTIVITIES AND SUPPLEMENTARY COMPENSATION

A. GENERAL PROVISIONS

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

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

3. The Newark Public Schools shall continue to grant in-service credit for participation in all current and future unpaid activities under this section.

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

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

B. CLUBS AND ACTIVITIES SELECTION

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

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

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

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

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

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

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

C. EXTRA-CURRICULAR COMPENSATION
EFFECTIVE JULY 1 IN EACH APPROPRIATE YEAR

POSITION	93-94	94-95	95-96	96-97
Head Football Coach	\$4,644	\$4,644	\$4,644	\$4,644
Asst. Football Coach	2,870	2,870	2,870	2,870
Head Basketball Coach	4,141	4,141	4,141	4,141
Asst. Basketball Coach	2,870	2,870	2,870	2,870
Head Baseball Coach	4,141	4,141	4,141	4,141
Asst. Baseball Coach	2,870	2,870	2,870	2,870
Outdoor Track Coach	4,141	4,141	4,141	4,141
Indoor Track Coach	2,744	2,744	2,744	2,744
Swimming Coach	2,870	2,870	2,870	2,870
Wrestling Coach	2,870	2,870	2,870	2,870
Fencing Coach	2,870	2,870	2,870	2,870
Soccer Coach	2,870	2,870	2,870	2,870
Tennis Coach	2,362	2,362	2,362	2,362
Golf Coach	2,362	2,362	2,362	2,362
Cross Country Coach	2,744	2,744	2,744	2,744
Girls Interscholastic Sports	2,744	2,744	2,744	2,744
Girls Intramural Activities	1,860	1,860	1,860	1,860
Faculty Managers	3,485	3,485	3,485	3,485
Faculty Managers, Arts High	2,470	2,470	2,470	2,470
Band Leader	1,819	1,819	1,819	1,819
Cheerleader	1,056	1,056	1,056	1,056
Junior Class Advisor	631	631	631	631
Senior Class Advisor	1,819	1,819	1,819	1,819
Club Sponsors	417	417	417	417
Concerts	269	269	269	269
Drama	1,964	1,964	1,964	1,964
Drama, Middle School	926	926	926	926
Honor Society	502	502	502	502
Senior High Yearbook	2,424	2,424	2,424	2,424
Senior High Newspaper	2,424	2,424	2,424	2,424
Mid/Elem.Sch.Yrbk./NwpaperAdv.	772	772	772	772
Student Council Advisor	1,439	1,439	1,439	1,439
Literary Magazine Advisor	1,296	1,296	1,296	1,296
Chaperones	139	139	139	139

<u>POSITION</u>	<u>93-94</u>	<u>94-95</u>	<u>95-96</u>	<u>96-97</u>
Treasurer (High Schools)				
Enrollment Over 1000	2,685	2,685	2,685	2,685
Enrollment Under 1000	2,274	2,274	2,274	2,274
Debate Coach	4,644	4,644	4,644	4,644
Intermediate Coach	2,870	2,870	2,870	2,870
Field Hockey Coach	2,870	2,870	2,870	2,870
Lacrosse Coach	2,870	2,870	2,870	2,870
Skiing Coach	2,870	2,870	2,870	2,870
Gymnastics Coach	4,141	4,141	4,141	4,141
Elem. Baseball Coach	1,860	1,860	1,860	1,860
Asst. Volleyball Coach	2,362	2,362	2,362	2,362
Asst. Cross Country Coach	2,362	2,362	2,362	2,362
Bowling Coach	2,870	2,870	2,870	2,870
Ice Hockey Coach	2,870	2,870	2,870	2,870
Volleyball Coach	2,870	2,870	2,870	2,870
Asst. Indoor Track Coach	2,362	2,362	2,362	2,362
Asst. Wrestling Coach	2,362	2,362	2,362	2,362
Asst. Outdoor Track Coach	2,870	2,870	2,870	2,870
Asst. Softball Coach	2,870	2,870	2,870	2,870
Elementary Track Coach	1,860	1,860	1,860	1,860
Elementary Softball Coach	1,860	1,860	1,860	1,860
Elem. Basketball Coach	1,860	1,860	1,860	1,860
Twirler Advisor (Fall)	1,860	1,860	1,860	1,860
Twirler Advisor (Winter)	1,860	1,860	1,860	1,860
Coord. Dist. Wide Spec. Olympics	1,964	1,964	1,964	1,964
Coord. Secondary Debate Prgm.	1,439	1,439	1,439	1,439
Coord. Sec. Stud. Ldrship. Grp.	1,439	1,439	1,439	1,439
Coord. Sec. Close Up Prgm.	1,439	1,439	1,439	1,439
Future Teacher Mentor	1,439	1,439	1,439	1,439
Coord. Future Teacher	1,439	1,439	1,439	1,439
Head Softball Coach	4,141	4,141	4,141	4,141
Asst. Soccer Coach	2,362	2,362	2,362	2,362
Cheerleader Advisor (Elem.)	631	631	631	631
Twirler Advisor (Elem.)	502	502	502	502
Winter Guard (Drill Team)	2,424	2,424	2,424	2,424

ARTICLE XVI - SPECIALISTS

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

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

The Committee on Specialists shall consist of ten (10) members, five (5) to be appointed by the State District Superintendent and five (5) to be appointed by the Union. The Committee shall choose its own chairperson. The findings and the recommendations of said Committee shall be used as a basis of future negotiations between the Newark Public Schools and the Union. The Committee members shall be appointed by April 1, 1979. The report of findings shall be published by November 1, 1979. The Chairperson of said Committee shall make interim reports to the State District Superintendent of Schools and the Union.

ARTICLE XVII TEACHER SALARY

All active bargaining unit members employed on or before October 15, 1994 and whose employment is still active on the distribution date, shall receive a differential adjustment payment as defined below:

	<u>1994-95</u>
AIDES 3 HRS.	\$300.00
AIDES 6 HRS. PHYSICAL THERAPIST ASSIST. CLERKS/PIANIST	\$600.00

TEACHING STAFF	Steps 1 - 12	\$1,000.00
	Step 13	\$1,200.00

All bargaining unit members active for only part of the time from September 1, 1994 up to the distribution date shall receive the pro rated portion of the differential adjustment payment. All active bargaining unit members on terminal leave during the 1994-95 school year shall receive the differential adjustment on the distribution date.

All payments shall be made within one (1) month of formal ratification by the Newark Public Schools. The subject differential adjustment shall not be added to the bargaining unit members' base salary.

Effective July 1, 1995, all bargaining unit members shall receive a 4% salary increase on base pay only. Effective July 1, 1996, all bargaining unit members shall receive a 4% salary increase on base pay only. Effective July 1, 1996, the summer school rate for teaching staff members shall be increased by one dollar (\$1.00) per hour.

Section 1. TEACHER SALARY GUIDE

Effective July 1, in each appropriate year:

A. Bachelor Degree Level

Step	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	\$29,117	\$29,117	\$30,281	\$31,492
2	30,090	30,090	31,293	32,544
3	31,578	31,578	32,841	34,154
4	33,240	33,240	34,569	35,951
5	35,787	35,787	37,218	38,707
6	36,606	36,606	38,070	39,592
7	37,448	37,448	38,945	40,503
8	38,269	38,269	39,799	41,390
9	40,610	40,610	42,234	43,923
10	41,428	41,428	43,085	44,808
11	42,617	42,617	44,321	46,093
12	44,484	44,484	46,263	48,113
13	52,570	52,570	54,672	56,858
1st longevity (20th year)	1,425	53,995	56,098	58,285
2nd longevity (25th year)	1,425	55,420	57,523	59,710

B. Master's Degree Equivalent Level (Bachelor Degree plus 30 Graduate credits)

Step	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	\$30,314	\$30,314	\$31,526	\$32,787
2	31,286	31,286	32,537	33,838
3	32,832	32,832	34,145	35,510
4	34,474	34,474	35,852	37,286
5	37,036	37,036	38,517	40,057
6	37,860	37,860	39,374	40,948
7	38,696	38,696	40,243	41,852
8	39,517	39,517	41,097	42,740
9	41,858	41,858	43,532	45,273
10	42,679	42,679	44,386	46,161
11	43,865	43,865	45,619	47,443
12	45,733	45,733	47,562	49,464
13	55,082	55,082	57,285	59,576
1st longevity (20th year)	1,425	56,507	58,710	61,001
2nd longevity (25th year)	1,425	57,932	60,135	62,426

C. Ph.D. Equivalent Level
(Masters' Degree plus 30 graduate credits or Bachelor's Degree plus 60 graduate credits)

Step	1993-94	1994-95	1995-96	1996-97
1	\$31,508	\$31,508	\$32,768	\$34,078
2	32,481	32,481	33,780	35,131
3	34,080	34,080	35,443	36,860
4	35,742	35,742	37,171	38,657
5	38,269	38,269	39,799	41,390
6	39,110	39,110	40,674	42,300
7	39,928	39,928	41,525	43,186
8	40,767	40,767	42,397	44,092
9	43,090	43,090	44,813	46,605
10	43,929	43,929	45,686	47,513
11	45,096	45,096	46,899	48,774
12	46,984	46,984	48,863	50,818
13	57,607	57,607	59,911	62,307
1st longevity (20th year)	1,425	59,032	61,336	63,732
2nd longevity (25th year)	1,425	60,457	62,761	65,157

D. LONGEVITY

Longevity increments shall be maintained in the 20th and 25th year of permanent employment which shall be active but does not have to be continuous; employment in other school districts or school systems is not to be counted for purposes of longevity. As of the school year beginning July 1, 1994, the amount paid for each longevity increment shall be \$1,425 for 1994-95, \$1,425 for 1995-96 & \$1,425 for 1996-97.

E. PRIOR CREDIT

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

Full credit on a year for year basis for up to ten (10) years of prior service;

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.

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

Up to four years credit on the salary guide will be granted for military service.

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

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

F. PRIOR CREDIT - SPECIAL NEEDS AREAS

Credit on the salary schedule will be given to all teachers for related work experience according to the following formula:

Full credit on a year for year basis up to ten (10) years of prior work experience.

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

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

Credit pursuant to this agreement shall become effective July 1, 1990.

G. EQUIVALENCY CREDITS

The Newark Public Schools and the Union agree to provide a means whereby appropriate bargaining unit members shall attain advancement on a 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 certificated by the Union, will serve as a supplement to or a substitute for college or university undergraduate or graduate credits, not to exceed 12 units on the salary schedules. The costs of the courses shall be borne by the Union and shall be reasonably comparable in quality and kind to those courses offered by the Newark Public Schools for in-service teaching.

SECTION 2 - PSYCHOLOGISTS, SOCIAL WORKERS AND LEARNING DISABILITY TEACHER CONSULTANTS

Salary Schedule: Effective July 1 in each appropriate year

<u>Step</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	\$37,019	\$37,019	\$38,499	\$40,039
2	38,055	38,055	39,577	41,160
3	39,480	39,480	41,059	42,701
4	40,617	40,617	42,241	43,931
5	43,284	43,284	45,015	46,815
6	44,424	44,424	46,200	48,048
7	46,674	46,674	48,541	50,483
8	46,733	46,733	48,602	50,546
9	50,877	50,877	52,912	55,028
10	52,039	52,039	54,120	56,284
11	59,374	59,374	61,748	64,217
1st longevity (20th year)	1,525	60,899	63,273	65,744
2nd longevity (25th year)	1,525	62,424	64,798	67,269

SECTION 3 - CONSULTING PSYCHIATRIST, PHYSICAL THERAPIST, PIANIST

Salary Schedule: Effective July 1 in each appropriate year

CONSULTING PSYCHIATRIST

<u>Day Per Week</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
One (1)	\$21,083	\$21,083	\$21,926	\$22,803
Two (2)	52,166	52,166	54,252	56,422
Three (3)	63,245	63,245	65,774	68,405
Four (4)	84,327	84,327	87,700	91,208
Five (5)	105,410	105,410	109,626	114,011

PHYSICAL THERAPIST ASSISTANT

Step	1993-94	1994-95	1995-96	1996-97
1	\$26,277	\$26,277	\$27,328	\$28,421
2	27,299	27,299	28,390	29,526
3	28,322	28,322	29,454	30,633
4	30,094	30,094	31,297	32,549
5	31,867	31,867	33,141	34,467
6	32,889	32,889	34,204	35,572

PIANIST

Step	1993-94	1994-95	1995-96	1996-97
1	\$25,980	\$25,980	\$27,019	\$28,100
2	26,384	26,384	27,439	28,537
3	26,790	26,790	27,862	28,976
4	27,495	27,495	28,595	29,739
5	27,897	27,897	29,013	30,174
6	28,308	28,308	29,440	30,618

SECTION 4 - SPECIAL INVESTIGATORS

Salary Schedule:

Effective July 1 each appropriate year

Bachelor's Degree Level

Step	1993-94	1994-95	1995-96	1996-97
1	\$31,376	\$31,376	\$32,631	\$33,936
2	32,348	32,348	33,641	34,987
3	33,852	33,852	35,206	36,614
4	35,515	35,515	36,935	38,413
5	38,062	38,062	39,584	41,167
6	38,880	38,880	40,435	42,052
7	39,720	39,720	41,309	42,961
8	40,542	40,542	42,163	43,850
9	44,383	44,383	46,158	48,004
10	45,205	45,205	47,013	48,893
11	48,789	48,789	50,740	52,770
12	50,660	50,660	52,686	54,793
13	55,794	55,794	58,025	60,346
1st longevity (20th year)	1,425	57,219	59,450	61,771
2nd longevity (25th year)	1,425	58,644	60,875	63,196

B. Masters Degree Level

Step	1993-94	1994-95	1995-96	1996-97
1	\$31,376	\$31,376	\$32,631	\$33,936
2	32,348	32,348	33,641	34,987
3	33,852	33,852	35,206	36,614
4	35,515	35,515	36,935	38,413
5	38,062	38,062	39,584	41,167
6	38,880	38,880	40,435	42,052
7	39,720	39,720	41,309	42,961
8	40,542	40,542	42,163	43,850
9	44,383	44,383	46,158	48,004
10	45,205	45,205	47,013	48,893
11	48,789	48,789	50,740	52,770
12	50,660	50,660	52,686	54,793
13	55,794	55,794	58,025	60,346
1st longevity (20th year)	1,425	57,219	59,450	61,771
2nd longevity (25th year)	1,425	52,644	60,875	63,196

C. Ph.D. Level

Step	1993-94	1994-95	1995-96	1996-97
1	\$33,770	\$33,770	\$35,120	\$36,525
2	34,742	34,742	36,131	37,576
3	36,356	36,356	37,810	39,322
4	38,356	38,356	39,890	41,486
5	40,542	40,542	42,163	43,849
6	41,396	41,396	43,051	44,773
7	42,204	42,204	43,892	45,647
8	42,915	42,915	44,631	46,416
9	46,912	46,912	48,788	50,740
10	48,072	48,072	49,994	51,994
11	53,158	53,158	55,284	57,495
12	58,431	58,431	60,768	63,198
13	59,731	59,731	62,120	64,605

1st longevity (20th year) 1,425 61,156 63,545 66,030

2nd longevity (25th year) 1,425 62,581 64,970 67,455

SECTION 5 - COURT REPRESENTATIVES

Salary Schedule:

Effective July 1 each appropriate year

A. Bachelor Degree Level

Step	1993-94	1994-95	1995-96	1996-97
1	\$36,262	\$36,262	\$37,712	\$39,220
2	38,055	38,055	39,577	41,160
3	39,722	39,722	41,310	42,963
4	40,622	40,622	42,246	43,936
5	43,046	43,046	44,767	46,558
6	43,950	43,950	45,708	47,536
7	44,875	44,875	46,670	48,536
8	45,697	45,697	47,524	49,425
9	49,698	49,698	51,685	53,753
10	50,605	50,605	52,629	54,734
11	59,005	59,005	61,365	63,819

1st longevity (20th year) 1,425 60,430 62,790 64,855

2nd longevity (25th year) 1,425 61,855 64,215 66,280

B. Masters Degree Level

Step	1993-94	1994-95	1995-96	1996-97
1	\$37,614	\$37,614	\$39,118	\$40,683
2	39,386	39,386	40,961	42,599
3	41,095	41,095	42,738	44,448
4	41,999	41,999	43,678	45,425
5	43,770	43,770	45,520	47,341
6	44,420	44,420	46,196	48,044
7	46,248	46,248	48,097	50,021
8	47,152	47,152	49,038	50,999
9	51,074	51,074	53,116	55,241
10	51,978	51,978	54,057	56,219
11	60,394	60,394	62,809	65,322

1st longevity (20th year) 1,425 61,819 64,234 66,747

2nd longevity (25th year) 1,425 63,244 65,659 68,172

C. Ph.D. Level

Step	1993-94	1994-95	1995-96	1996-97
1	\$38,964	\$38,964	\$40,522	\$42,143
2	40,756	40,756	42,386	44,081
3	42,450	42,450	44,148	45,913
4	43,375	43,375	45,913	47,750
5	45,697	45,697	47,524	49,425
6	46,698	46,698	48,565	50,508
7	47,605	47,605	49,509	51,489
8	48,505	48,505	50,445	52,463
9	52,429	52,429	54,526	56,707
10	53,353	53,353	55,487	57,706
11	61,973	61,973	64,451	67,030
1st longevity (20th year)	1,425	63,398	65,876	68,455
2nd longevity (25th year)	1,425	64,823	67,301	69,880

SECTION 6 - PROJECT COORDINATOR

Salary Schedule:

Effective July 1 each appropriate year

A. Bachelor Level

Step	1993-94	1994-95	1995-96	1996-97
1	\$31,367	\$31,367	\$32,531	\$33,743
2	32,340	32,340	33,543	34,795
3	33,828	33,828	35,091	36,405
4	35,490	35,490	36,820	38,202
5	38,037	38,037	39,468	40,957
6	38,856	38,856	40,320	41,843
7	39,698	39,698	41,197	42,755
8	40,519	40,519	42,050	43,642
9	42,860	42,860	44,484	46,174
10	43,678	43,678	45,335	47,059
11	44,867	44,867	46,572	48,345
12	46,734	46,734	48,513	50,364
13	54,820	54,820	56,923	59,110
1st longevity (20th year)	1,425	58,245	58,348	60,535
2nd longevity (25th year)	1,425	57,670	59,773	61,960

B. Masters Degree Level

Step	1993-94	1994-95	1995-96	1996-97
1	\$32,564	\$32,564	\$33,777	\$35,128
2	33,536	33,536	34,787	36,178
3	35,528	35,528	36,395	37,850
4	36,724	36,724	38,103	39,627
5	39,286	39,286	40,767	42,397
6	40,110	40,110	41,624	43,288
7	40,946	40,946	42,494	44,193
8	41,767	41,767	43,348	45,081
9	44,108	44,108	45,782	47,613
10	44,929	44,929	46,636	48,501
11	46,115	46,115	47,870	49,784
12	47,983	47,983	49,812	51,804
13	57,332	57,332	59,535	61,916
1st longevity (20th year)	1,425	58,757	60,960	63,342
2nd longevity (25th year)	1,425	60,182	62,385	64,676

C. Ph.D. Level

Step	1993-94	1994-95	1995-96	1996-97
1	\$33,758	\$33,758	\$35,018	\$36,418
2	34,731	34,731	36,030	37,471
3	36,330	36,330	37,693	39,200
4	37,992	37,992	39,422	40,998
5	40,519	40,519	42,050	43,732
6	41,360	41,360	42,924	44,640
7	42,178	42,178	43,775	45,526
8	43,017	43,017	44,648	46,433
9	45,340	45,340	47,064	48,946
10	46,179	46,179	47,936	49,853
11	47,346	47,346	49,150	51,116
12	49,234	49,234	51,113	53,157
13	59,857	59,857	62,161	64,647
1st longevity (20th year)	1,425	61,282	63,586	66,072
2nd longevity (25th year)	1,425	62,707	65,011	67,497

SECTION 7 - COORDINATOR

Salary Schedule:

Effective July 1 each appropriate year

A. Bachelor's Degree Level

Step	1993-94	1994-95	1995-96	1996-97
1	\$30,867	\$30,867	\$32,032	\$33,243
2	31,840	31,840	33,044	34,295
3	33,328	33,328	34,591	35,905
4	34,990	34,990	36,320	37,702
5	37,537	37,537	38,968	40,457
6	38,356	38,356	39,820	41,343
7	39,198	39,198	40,697	42,255
8	40,019	40,019	41,550	43,142
9	42,360	42,360	43,984	45,674
10	43,178	43,178	44,835	46,559
11	44,367	44,367	46,072	47,845
12	46,234	46,234	48,013	49,864
13	54,320	54,320	56,423	58,610
1st longevity (20th year)	1,425	55,745	57,848	60,035
2nd longevity (25th year)	1,425	57,170	59,273	61,460

B. Masters Degree Level

Step	1993-94	1994-95	1995-96	1996-97
1	\$32,064	\$32,064	\$33,277	\$34,538
2	33,036	33,036	34,287	35,589
3	34,582	34,582	35,895	37,261
4	36,224	36,224	37,603	39,037
5	38,786	38,786	40,267	41,808
6	39,610	39,610	41,124	42,699
7	40,446	40,446	41,994	43,604
8	41,267	41,267	42,848	44,492
9	43,608	43,608	45,282	47,024
10	44,429	44,429	46,136	47,912
11	45,615	45,615	47,370	49,194
12	47,483	48,483	49,312	51,215
13	56,832	56,832	59,035	61,327
1st longevity (20th year)	1,425	58,257	60,460	62,751
2nd longevity (25th year)	1,425	59,682	61,885	64,176

C. Ph.D. Level

<u>Step</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	\$33,258	\$33,258	\$34,518	\$35,829
2	34,231	34,231	33,530	36,881
3	35,830	35,830	37,193	38,611
4	37,492	37,492	38,922	40,409
5	40,019	40,019	41,550	43,142
6	40,860	40,860	42,424	44,051
7	41,678	41,678	43,275	44,936
8	42,517	42,517	44,148	45,844
9	44,840	44,840	46,564	48,356
10	45,679	45,679	47,436	49,264
11	46,846	46,846	48,650	50,526
12	48,734	48,734	50,613	52,568
13	59,357	59,357	61,661	64,058
1st longevity (20th year)	1,425	60,782	63,086	65,482
2nd longevity (25th year)	1,425	62,207	64,511	66,907

SECTION 8A - NEWARK EVENING SCHOOL TEXTBOOK CLERK

<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
\$17,292	\$17,292	\$17,984	\$18,703

SECTION 8B - NEWARK EVENING SCHOOL ASSISTANT TEXTBOOK CLERK

<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
\$11,683	\$11,683	\$12,150	\$12,636

SECTION 9 - CORRECTING PAYROLL ERRORS
Payroll errors will be corrected by the next payroll.

SECTION 10

If an employee claims that she/he has been placed on the wrong step of the salary schedule applicable to her and presents satisfactory evidence to Human Resource 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 11

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 pay day 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.

SECTION 12 - PAYDAYS FOR INSTRUCTIONAL PERSONNEL,
AIDES AND CLERKS SHALL BE AS FOLLOWS:

- A. Employees shall have the option of receiving their salary on a ten (10) or twelve (12) month basis, provided thirty (30%) percent on the employees cover under this agreement make a written request for the twelve (12) month option no later than March 1, 1976, for the school year, commencing September 1, 1976.
- B. Employees covered under this agreement shall be paid on the second (2nd) and fourth (4th) Fridays of the month on a ten (10) or twelve (12) month basis.

C. Pay Dates 1996-97

September 20, 1996	(9 days)
October 4, 1996	(10 days)
October 18, 1996	(10 days)
November 1, 1996	(10 days)
November 15, 1996 *	(10 days)
November 29, 1996 *	(10 days)
December 13, 1996	(10 days)
December 27, 1996 *	(10 days)
January 10, 1997	(10 days)
January 24, 1997	(10 days)
February 7, 1997	(10 days)
February 21, 1997	(10 days)
March 7, 1997	(10 days)
March 21, 1997	(10 days)
April 4, 1997 *	(10 days)
April 18, 1997	(10 days)
May 2, 1997	(10 days)
May 16, 1997	(10 days)
May 30, 1997	(10 days)
June 13, 1997	(10 days)
June 27, 1997	(15 days)

* School is not in session. Payroll is usually distributed last working day prior to holiday.

Escrow checks for 12 months option will also be distributed on the last day. The escrow checks will be printed, dated, and given to the individual on the last day of school.

SECTION 13

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

SECTION 14

The Accredited Evening High School employees shall be paid at the rate of 3/4 of the present schedule.

No teacher from outside the Newark school system shall be hired for Newark Evening High School unless insufficient applications are received from regularly employed Newark teachers certified to fill the available openings.

SECTION 15 - ATTENDANCE COUNSELORS,
SPECIAL INVESTIGATORS AND
COURT REPRESENTATIVES

EXPENSES EFFECTIVE

July 1 of Each Appropriate Year

<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
\$45.00	\$45.00	\$45.00	\$45.00
per month	per month	per month	per month

SECTION 16

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 17

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

SECTION 18

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

SECTION 19

Refer to subsequent memorandum of understanding dated July 28, 1978 a copy of which is found in the file of each LDTC employed as of June 30, 1978.

SECTION 20

Refer to subsequent memorandum of understanding dated June 23, 1978 a copy of which is found in the file of each court Representative.

SECTION 21 - REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILES AND PUBLIC TRANSPORTATION IN THE PERFORMANCE OF OFFICIAL WORK

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

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

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

D. Reimbursement shall be either the cost of public transportation if used, or the IRS mileage allowance if a private automobile is used.

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

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

SECTION 22

Each coordinator shall receive an additional monthly stipend of \$25.00, which additional stipend shall be additional to the stipend currently received by each coordinator.

Coordinators who shall be affected by this stipend are:

- Coordinator/Counselor YEPT
- Project Coordinator SOS
- Project Coordinator
- Coordinator Special Education Placement
- Coordinator Aerospace
- Coordinator Computer Education Technology
- Coordinator Chapter I Program
- Coordinator Social Worker
- Coordinator Adult Learning Center

SECTION 23

The Newark Public Schools and the Newark Teachers Union hereby agree to the following payments to participate in Grant Program projects:

1. All payments to employees will be made through the Payroll system and will be issued by separate check.
2. The hourly rate for participation and/or service will be \$26.00 for 1991-92, \$27.00 for 1992-93 and \$28.00 for 1993-94, with a cap of \$780 for 1991-92, \$810 for 1992-93 and \$840 for 1993-94, per grant program. This shall apply to grants of \$15,000 or less.
3. The cap may be waived by mutual agreement of the of the parties.
4. The grant programs subject to the language set forth include but are not limited to:
 - A. School Based Management
 - B. Partners in Learning
 - C. City Schools of Excellence
 - D. Kids in Business

SECTION 24 - SALARY HOLD BACK

The Newark Public Schools and the Union agree to a one week hold back of pay for all current and new employees by 1992-93.

ARTICLE XVIII - STUDENT HEALTH AND WELFARE

SECTION 1 - SICKLE CELL ANEMIA AND LEAD POISONING

The Newark Public Schools recognizes the need for early detection of cases of sickle cell anemia and lead poisoning in school children and will implement a program or programs in order to ensure early detection for children from Kindergarten through grade 2; and any other children under its aegis in pre-school programs. The cost of implementation shall not be restricted to the use of district funds but rather the school district may seek funding assistance from any available source.

SECTION 2 - VENEREAL DISEASE

Should any student recognize or suspect that he or she may be suffering from venereal disease, that student may present the situation to the nurse at the school health office. The nurse shall assist student in seeking diagnosis and treatment from either a private or public medical facility. Any such request by a student shall remain confidential.

SECTION 3

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

ARTICLE XIX - 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 XX - QUALITY CONTROL COMMITTEE

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

ARTICLE XXI - SCHOOL IN HOUSING

The Newark Public Schools agrees that it will attempt to include facilities in apartment houses funded in whole or in part by public funding agencies pursuant to recent enabling legislation.

ARTICLE XXII - 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 XXIII - CURRICULUM REVISIONS

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

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

Substitute coverage, where required, shall be provided for each Curriculum committee member who is released from regular duty. Curriculum committee members shall not suffer any loss of salary, sick or personal days while participating on the various curriculum committee.

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

1. Name and title of Committee.
2. Specific objective of the Committee.
3. Total number of people on the Committee.
4. Number of people to be appointed from nominee's of the Union.

Time and place of the first meeting of the committee within two weeks after receipt of such notification, the Union shall submit to the Assistant State District Superintendent in charge of Curriculum Services the names of its nominee for the committee as provided above. Within two weeks after receipt of the list of Union nominees, the Assistant State District Superintendent in charge of the Curriculum Services shall notify the union of the names of the appointees selected from the nominees.

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

ARTICLE XXIV - MATTERS NOT COVERED

SECTION 1

Any previously adopted policy, rule or regulation of the 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

The school district agrees that it will make no change in existing policy or practice related to employee wages, hours and conditions of employment and not specifically covered by this Agreement with- out prior negotiations with the Union.

SECTION 3

Negotiations on a new contract shall commence no sooner than October 1, 1996 upon the receipt from the Union of a written request for same. Negotiations for a new contract are subject to Chapter 303 of the Laws of the State of New Jersey of 1968 and Fair Labor Practices.

ARTICLE XXV - NEW JOB TITLES OR CATEGORIES

- A. When a new job title or new category of employees whose activities are substantially similar to those of three (3) hour aides, six (6) hour aides, school clerks and nonadministrative 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. 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. In the event the parties agree that the title or category is within the Union's bargaining unit, negotiations concerning the working conditions for the title or category shall commence forthwith.
- D. In the event the parties fail to agree on the working conditions of such title or category, the 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 XXVI - PEER COACHES AND/OR MENTOR TEACHERS

The Newark Public Schools and the Newark Teachers Union shall appoint representative to meet during the 1988-89 school year to establish a program of Peer coaches and/or Mentor Teachers. The program shall be implemented in the 1989-90 school year.

ARTICLE XXVII - AIDS POLICY

The Newark Public Schools agrees to establish a policy based on the "TEN PRINCIPLES FOR THE WORKPLACE: RESPONDING TO AIDS." The Newark Teachers Union shall be invited to participate in the development of this policy. The policy will be adopted no later than January 1988.

ARTICLE XXVIII - LABOR STUDIES

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

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

ARTICLE XXIX - OVERSIGHT COMMITTEE

The Newark Public Schools and the Union agree to formulate guidelines and establish and oversight committee for the implementation and monitoring of School Based Management sites and the Staff Development School.

ARTICLE XXX - AVAILABILITY OF CONTRACT

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

ARTICLE XXXI - NO STRIKE

SECTION 1 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 The Newark Public Schools agrees that during the period of this Agreement, there shall be no lock-outs of the employees covered by this Agreement or instigation thereof.

ARTICLE XXXII - 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 XXXIII - AGENCY SHOP

The Newark Public Schools and the Newark Teachers Union, Local 481, A.F.T./AFL-CIO agree that effective July 1, 1980 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 XXXIV - ACCOUNTABILITY STUDY

The Newark Public Schools and Union agree to set up a Committee on accountability to consist of the following:

- A. Five individuals appointed by the NTU;
- B. Five individuals appointed by the Newark Public Schools;
- C. Five individuals representing;
 - 1. Parents (one to be selected by the PTA's and Chapter I Advisory Groups);
 - 2. Students (one to be selected by the Newark High School Student Leadership Group;
 - 3. Organized labor (one to be selected by the AFL-CIO of Essex County);
 - 4. Business (one to be selected by Chamber of Commerce);
 - 5. Municipal Council (one member selected by Newark Municipal Council).

Each group named above shall be invited to submit a name for inclusion on the committee which shall be acceptable both to the Union and the Newark Public Schools representatives on the Committee on Accountability.

The Newark Public Schools and the Union representatives on the Committee shall be named and shall meet immediately upon the ratification of Agreement. They shall set up their own organization and procedure for inviting the groups named in Section C to submit the names of their representatives.

The full committee shall begin to operate as rapidly as feasible and shall present a first report of its finding and recommendations during the month of July, 1986 to the Newark Public Schools and the Union.

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

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

ARTICLE XXXV - DURATION

This agreement and each of its provisions shall be binding and effective as of the 1st day of July 1994 and shall continue in full force and effect until and through the 30th day of June 1997.

In Witness Whereof, the Union and the Board of Education ratified this document as of February 1995.

NOTES

NOTES

NOTES