

AGREEMENT  
between  
THE NEWARK PUBLIC SCHOOLS  
and  
THE NEWARK TEACHERS UNION  
LOCAL 481  
A.F.T./AFL-CIO



TEACHER - CLERK  
July 1, 1997 - June 30, 2000





AGREEMENT  
between  
THE NEWARK PUBLIC SCHOOLS  
and  
THE NEWARK TEACHERS UNION  
LOCAL 481  
A.F.T./AFL-CIO



TEACHER - CLERK  
July 1, 1997 - June 30, 2000





NEWARK TEACHERS UNION  
OFFICERS AND EXECUTIVE BOARD

1997 - 2000

PRESIDENT

Joseph Del Grosso

SECRETARY-TREASURER

Christine "Roz" Samuels

OFFICERS

John M. Abeigon  
Norma Alvarado  
Wayne S. Ashby  
Carolyn Douelger  
Diane Capers  
Janet M. Cole  
Michele Corbo  
Diane W. Crosby  
John Cunha  
Richard D'Angelo  
Dominick DeNardo  
Johnny Escobar  
Sharif Farrakhan  
Sherry Gaines  
Mitchel Gerry

Henry Goodfriend  
Thomas Lawton  
Thomasina Lemon  
Deidre Littles  
Gennaro Minichino  
Charles C. Motley  
Alfredo Nieto  
Lynn Padwee  
Robert L. Palumbo  
Americo J. Pezza  
James Raine  
Gary Scala  
Anthony Thornhill  
Christine Veliz  
Bettie J. Williams

NEWARK TEACHERS UNION  
NEGOTIATING TEAM

Joseph Del Grosso, President

Christine "Roz" Samuels, Secretary-Treasurer

Pietro M. Petino, Exec. Director/Chief Negotiator

Patricia F. Burroughs, Assist. Executive Director

Camelia Savignon, Staff Attorney

John M. Abeigon, Officer

Michele Corbo, Officer

Dominick DeNardo, Officer

Richard L. D'Angelo, Officer

Sharif Farrakhan, Officer

Charles C. Motley, Officer

Christine Veliz, Officer

Joseph Fonseca, Technology Resources



STATE OPERATED SCHOOL DISTRICT  
City of Newark

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

School District Negotiating Team

Raymond A. Cassetta, Chief Negotiator

Randall N. Kanter, Assistant Superintendent -  
Human Resources Dept.

Anzella Nelms, Assistant Superintendent - SLT I

Margaret Adeyemo, Labor Relations Specialist /  
Sr. Personnel Technician

QUICK REFERENCE GUIDE

1. ABSENTEEISM AND TARDINESS....31
2. CALENDAR....24
3. CLASS ASSIGNMENTS....34
4. EMPLOYEE ASSISTANCE PROGRAM....110
5. FACULTY MEETINGS....50
6. GRIEVANCES....5
7. NECESSARY DUTIES....44
8. OPEN HOUSE....37
9. PAY DATES....104
10. SICK/PERSONAL DAYS BUY BACK/DONOR DAYS....69
11. TEACHER PERFORMANCE....46
12. TEACHER SALARY GUIDE....86
13. TEACHER SCHEDULES AND SCHOOL DAY....26
14. TERMINAL LEAVE....66

---

ADDITIONAL QUICK REFERENCES



## TABLE OF CONTENTS

**Special Note:** At the time of printing the negotiability of the items herein designated with an asterisk was being determined by the Public Employment Relations Commission.

Mediator's Recommendations....1

Declaration of Intent....1

Agreement....1

Editing Note....2

### Article I Recognition of NTU as Bargaining Agent....3

Section 1 Categories of NTU Members....3

Section 2 Definition of Employee....4

Section 3 Equal Representation by NTU....4

### Article II Non-Discrimination Policy....4

Section 1 Non-Discrimination Policy Statement....4

Section 2 Employee Application Process....4

### Article III Grievances....5

#### Section 1 Definitions....5

A Definition of Grievance....5

B Definition of Employee....5

C NTU Right to Initiate, Process & Appeal Grievances....5

#### Section 2 Grievance Procedures....6

A NTU Representation....6

B Timelines & Guidelines for Meetings/Hearings....6

Step 1 Informal Conference....6

Step 2 Principal....7

Step 3 State District Superintendent....7

Step 4 Arbitration....8

A Request for Binding Arbitration....8

B Arbitration Award....8

1 Binding and Enforceable....8

2 Selection of Arbitrator....8



C Arbitrator's Panel Power....9	
D Arbitrator's Limits....9	
E Fees and Expenses for Arbitrator ....10	
<b>Section 3 General Provisions....10</b>	
A Notification Timelines....11	
B Persons Eligible to Participate....12	
C Grievances Arising from Central Office Administrators....12	
D NTU Arbitration Choices....12	
E Reprisals Against Participants Not Allowed....12	
F Mutually Agreed Time Limits....12	
G Year End Grievances....13	
H Grievances/Personnel Files, Promotions/Job Placements....13	
I Grievance Forms....13	

#### **Article IV NTU Rights....13**

<b>Section 1 Leave of Absence for Union Service....13</b>	
<b>Section 2 Contract Negotiations on School Time....14</b>	
<b>Section 3 NTU Bulletin Boards....15</b>	
<b>Section 4 NTU Meetings....15</b>	
A Rep-Staff Meetings....15	
B General Membership Meetings....16	
<b>Section 5 Meetings with Principals....16</b>	
A Building Rep Meetings with Principals....16	
B Building Rep Meeting Guidelines....16	
C Individual School Policies....17	
<b>Section 6 Availability of NPS Public Records....17</b>	
<b>Section 7 Distribution of NTU Literature in Schools....17</b>	
<b>Section 8 District-Union Meetings....17</b>	
<b>Section 9 School Visits by NTU Officials/Representatives....18</b>	
A NTU Member Conferences....18	
B Classroom Visit by Union Officials....18	
C Notice to Building Rep. of Central Office Admin. Visits....19	
D Arrest of NTU Member on School Property....19	
<b>Section 10 NTU Representation at Board Meetings....19</b>	
<b>Section 11 Leave of Absence to Attend Union Conventions....20</b>	
A AFT, NJ AFL-CIO & NJSFT Conventions....20	
B Legislative & Government Bodies....20	
C Number of Days Available....20	
D Limitation on Representatives....21	

<b>Section 12 Dues Deduction....21</b>	
<b>Section 13 Agency Assessment....21</b>	
<b>Section 14 Super Seniority....21</b>	
<b>Section 15 Use of School Phone for NTU Business....22</b>	
<b>Section 16 Reasonable Notice for School Closing....22</b>	

#### **Article V General Conditions of Employment....22**

<b>Section 1 Fair Employment Practice....22</b>	
A Tenure Employment Practice....22	
B Non-Tenured Suspension, Discharge or Separation....22*	
C Non-Tenured Notification Date....23	
<b>Section 2 School Calendar....23</b>	
A Inservice Days....23	
B Work Year....23	
C Orientation Day....24	
D New Teacher Orientation....24	
E School Calendar....24-25	
<b>Section 3 Teacher Schedules and the School Day....26</b>	
A NTU Building Representative....26	
B Elementary Schools....26	
1 Sign-In Time....26	
2 End of Day....26	
3 Regular Day Schedule for Elementary Schools....27	
4 Special Circumstances....27	
5 Reg. Day Schedule for Teachers of Part-Time Classes....27	
6 Prep. Periods for Elem. School Employees....28	
C Special Schools and Special Classes....28	
1 Hours of Service for Special Schools or Classes....28	
2 Preparation Periods In Special Schools....29	
3 Teachers Who Volunteer to Work Beyond the Work Day....29	
D Secondary Schools....29	
1 Sign-In Time....29	
2 Regular Day Schedule....29	
3 Special Adjustments to Schedules....30	
E Per-Diem Substitute Daily Schedule....31	
F Absenteeism and Tardiness....31	
1 Reporting & Failure to Report an Absence....31	
2 Late Arrival to School....32	
3 Absence Before and After a Holiday....32	



4 Exceptions....32

5 More than 15% of Employees Report Sick at a School....32\*

G Signing-In Time Book....33\*

#### **Section 4 Certification, Class Assignments and Open House....33**

A Certification....33

1 Assignment in Area of State/Newark Certification....33\*

2 Assignment of Special Education Students....33\*

3 One Day Training Workshop sponsored by NTU & NPS....34

B Class Assignments....34

1 Number of Subjects & Prep Periods Required....34

2 Room Assignments....35

3 Notice of Teacher Schedule Prior to End of Year....35

4 Excused from Specific Duties....35

5 Consecutive Assignments Limited to Three....35

6 Teaching Class Assignments....36

a) Secondary/Jr. High Teaching Classes Per Day....36

b) Class Coverage Compensation....36

7 Hiring & Assigning Pool Substitutes....36

8 Posting of Schedules....36

9 Preparation Periods Defined....37

C Open House: Evening School Mtgs & Training Workshop....37

#### **Section 5 Class Size....37\***

A Kindergarten....37\*

B Elementary Classes....38\*

C Junior High Classes....38\*

D Senior High Classes....38\*

E Special Education Classes....38\*

F Activity Classes....38\*

G Non-English Classes....38\*

H Physical Education Classes....39\*

I Departmentalized Organization....39\*

J Exceptions....39\*

1 Lack of Available Space....39

2 Part Time Schedule....39

3 Experimental Instruction....39

4 Team Teaching....40

5 Added Students....40

6 Unavailability of Teachers....40

K Relief for Exceeded Limits....40\*

L Relief Effort Possible....40\*

M Summer School Class Size....40\*

#### **Section 6 Seniority....41**

A Defined....41

B Standards for Determining Seniority....41

C Length of Service....41

#### **Section 7 Assignment and Transfer....42**

A Voluntary Transfer from School to School....42

1 June 1<sup>st</sup> Vacancies Listed....42

2 Applications for Transfer....42

3 Selection for Transfer....42\*

4 Reason for Not Transferring....43

B Reassignments within a School....43

1 Notification to Principal....43

2 Principal's Criteria....43\*

C Involuntary Transfers from School to School....43

1 Prohibited....43\*

2 Written Reason....43

#### **Section 8 Necessary Duties....44**

A Elementary/Middle School Teachers....44

1 Meeting Students....44

2 Volunteering....44

a) During Cafeteria/Playground Duty....44

b) Posting Notice and Assignments....44

B Secondary School Teachers....44

1 Monitoring During Classes....44

2 Cafeteria Duty....45

C Per Diem Substitutes and Three Hour Aides....45

D Voluntary Activities....45

E Service Periods....45

F Expenditures, Volunteer, Aides Positions Maintained....45

G Duty Free Lunch Period....46

#### **Section 9 Teacher Performance Evaluation and Personnel Files....46**

A Signed Notice of Evaluation....46

B Evaluation....46

C Monitoring or Recording Prohibited....46

D Opportunity to Read....47

E Copy of Evaluation to Teacher....47



F Right to Inspect File....	47
G Confidential Files....	47
H Revision of Forms....	47
I Unsatisfactory Ratings....	48
<b>Section 10 Letters of Recommendation....</b>	<b>48*</b>
<b>Section 11 Teacher Facilities....</b>	<b>48</b>
A Classroom Storage Space....	48
B Teacher Workroom....	48
C Faculty Lounge With Telephone....	48
D Teacher Restroom....	49
E Communications System....	49
F Security Guard....	49
G Excluding Intruders From School Grounds....	49
H Unfit Classroom Conditions....	49
I Child Study Team Facilities....	50
<b>Section 12 Faculty Meetings....</b>	<b>50</b>
<b>Section 13 Pupil Grades....</b>	<b>51</b>
<b>Section 14 Teacher's Grade Book....</b>	<b>51</b>
A Keeping of Grades....	51*
B Availability of Grades....	51*
C Written Comments by Administrator....	51
<b>Section 15 Administrative Summons....</b>	<b>51</b>
<b>Section 16 Class Interruptions....</b>	<b>52</b>
<b>Section 17 Solicitation of Funds....</b>	<b>52</b>
<b>Section 18 Supplies and Instructional Materials....</b>	<b>52</b>
A Texts and Materials....	52
B Discretionary Fund....	52
C Psychologists and Social Workers Supplies....	53*
D Learning Disabilities Teacher Consultants Materials....	53*
<b>Section 19 Professional Improvement Fund....</b>	<b>53</b>
<b>Section 20 Verification of Employment....</b>	<b>53</b>
<b>Section 21 Placement in Positions....</b>	<b>53</b>
 <b>Article VI Teacher Protection....</b>	 <b>54</b>
<b>Section 1 Negligence....</b>	<b>54</b>
A Cost of Defense....	54
B Reporting of Personal or Property Damage....	54
<b>Section 2 Assault and Personal Injury....</b>	<b>55</b>

<b>Section 3 Compensation....</b>	<b>55</b>
A Salary and Sick Day Protection....	55
B Award Restriction....	55
 <b>Article VII Summer School and Summer Recreation Programs....</b>	 <b>56</b>
A Qualifications....	56
B Posting....	56*
C Selection....	56
D Summer Pay Rates....	57
E Grieve Non-Appointment....	57*
 <b>Article VIII School Clerks....</b>	 <b>58</b>
<b>Section 1 Salary....</b>	<b>58</b>
A School Clerks (10 Months)....	58-59
B School Clerks (12 Months)....	60-61
C Organization Day....	61
<b>Section 2 Sick and Personal Days....</b>	<b>61</b>
<b>Section 3 Job Description....</b>	<b>62</b>
A New Jersey Dept. of Personnel....	62
B No Dictation....	62
C School Clerk Position....	62
<b>Section 4 Overtime....</b>	<b>62</b>
<b>Section 5 Work Day....</b>	<b>62</b>
A Definition....	62
B Noncompulsory Overtime....	63
C Work Break....	63
D Monitor or Supervise Students....	63
<b>Section 6 Longevity....</b>	<b>63</b>
<b>Section 7 Time Reports....</b>	<b>63</b>
A Special Telephone Connection....	63
B Per-Diem Sub Time Reports....	64
<b>Section 8 Career Ladder Program....</b>	<b>64</b>
 <b>Article IX Cultural Pluralism....</b>	 <b>64</b>
A Commemorative Dates....	64
B Bilingual and Multilingual Teachers....	64



**Article X Leaves....65**

**Section 1 Sabbatical Leaves....65**

- A Full Year Sabbatical....65
- B Service Requirement....65
- C Eligibility Timelines....65
- D Salary....65
- E Percent Eligible....65

**Section 2 Terminal Leave....66**

- A Application Deadline....66
- B Application to TPAF....66
- C Accumulated Sick Leave....66
- D 2% Bargaining Unit Eligible....67
- E Sick Days Deducted....67
- F April 1<sup>st</sup> Notification Deadline....67
- G Effective July 1, 1999 - Guidelines....67
- H Effective July 1, 1999 - 90 Days Notice....68

**Section 3 Sick and Personal Leaves....68**

- A Number of Days....68
- B Additional Sick Days....68
- C Unused Sick Days....68
- D Exhausted Sick Days....68
- E Personal Days....69
- F Sexual Equality of Leave Privileges....69
- G Picking Up Pay Checks....69
- H Prorated Sick Days....69
- I Conversion of Sick & Personal Days - Effective July 1, 1985....69
- J Conversion of Sick Days....70
  - 1 First 50 Days....70
  - 2 51 - 100 Days....70
  - 3 Over 100 Days....70
- K Conversion of Sick Days - Effective March 1, 2000....71
  - 1 First 90 Days....71
  - 2 91 - 150 Days....71
  - 3 151 - 250 Days....71
  - 4 Over 250 Days....71
  - 5 Requirement....71
- L Sick Day Program....72\*

**Section 4 Maternity Leave....72**

- A Length....72
- B Return to Service....72
- C Extended Maternity Leave....72
- D Seniority and Salary....73
- E Seniority Rights....73

**Section 5 Military Leave....73**

- A Inducted Teachers....73
- B Eligibility....73
- C Salary Schedule Placement....73
- D Reinstatement and Seniority....74

**Section 6 Existing Leave Policy....74**

- A Death - Immediate Family or Household....74
- B Court Subpoena....74
- C Quarantine....74
- D Excused Attendance at Conference....74
- E Marriage....74

**Section 7 Maintenance of Rights and Benefits....75**

- A Benefits on Leave....75
- B Return from Leave....75

**Section 8 Reserve Duty....75**

**Article XI M.E.S. (More Effective Schools)....75\***

**Article XII Promotions - Notice of Vacancies....76**

- A Promotional Positions....76
  - 1 Listed Position....76
  - 2 Notice of Vacancy....77
  - 3 Time of Posting....77
  - 4 Right to Apply....77

**Article XIII Supplemental Fringe Benefits....77**

- A Maintenance of Benefits....77
- B Review of Benefits Provider....78

**Article XIV Long Term Substitutes....79**

**Section 1 Permanent Appointment....79**

- A Long-Term Substitutes Hired Before February 1, 1971....79
  - 1 Regular Fully Certified....80
  - 2 Long-Term Substitute State Certified....80
- B Sick and Personal Days....80



**Article XV Extra-Curricular Activities & Supplementary Compensation....81**

**A General Provisions....81**

- 1 Eligibility....81
- 2 Selection....81
- 3 In-Service Credit....81
- 4 Minimum Teachers Assigned to Recreation Centers....81
- 5 Sexual Equality of Coaches Pay....81
- 6 Priority Consideration....82

**B Clubs and Activities....82**

- 1 Applications....82
- 2 Eligibility....82
- 3 Principal Appointment....82
- 4 Reason for Non-Selection....82
- 5 Appointment Protection....83
- 6 Preference for Position....83
- 7 Rotation of Appointees....83

**C Extra-Curricular Compensation....84-85**

**Article XVI Teacher Salary....86**

**Section 1 Teacher Salary Schedule....86**

- A Schedule for BA Level....86
- B Schedule for MA Level....87
- C Schedule for Ph.D. Level....88
- D Longevity....88
- E Prior Credit....89
- F Prior Credit Special Needs Areas....89
- G Equivalency Credits....90

**Section 2 Psych., Social Workers & L.D.T.C.s Salary Schedule....91**

**Section 3 Psychiatrist, Phys. Therapist Asst. & Pianist Salary Sch....92**

**Section 4 Court Representatives....93**

- A Schedule for BA Level....93
- B Schedule for MA Level....94
- C Schedule for Ph.D. Level....95

**Section 5 Project Coordinator....96**

- A Schedule for BA Level....96
- B Schedule for MA Level....97
- C Schedule for Ph.D. Level....98

**Section 6 Coordinator....99**

- A Schedule for BA Level....99

- B Schedule for MA Level....100

- C Schedule for Ph.D. Level....101

**Section 7 Newark Evening School Textbook Clerk/Asst. Clerk....102**

**Section 8 Correcting Payroll Errors....102**

**Section 9 Wrong Step....102**

**Section 10 Time Reports....103**

**Section 11 Paydays....103**

- A 10 or 12 Months Option....103

- B Pay Day Schedule ....104

- C Pay Dates....104

**Section 12 Mailed Checks....105**

**Section 13 Evening School Schedule and Qualification....105\***

**Section 14 Expenses....105**

**Section 15 Guidance Counselors....106**

**Section 16 Recreation Directors....106**

**Section 17 Payroll Site for Itinerants....106**

**Section 18 Transportation Reimbursement....106**

- A Child Study Team Reimbursement....106

- B Traveling to More Than One Site....107

- C Departure Point....107

- D Public Transportation or IRS Mileage Allowance....107

- E Monthly Vouchers Due Monthly....107

- F Reimbursement within 30 Working Days....107

**Section 19 Coordinator Stipend....107**

**Section 20 Grant Programs....108**

**Section 21 Salary Hold Back....109**

**Article XVII Student Health and Welfare....109**

**Section 1 Sickle Cell Anemia and Lead Poisoning ....109**

**Section 2 Venereal Disease....109**

**Section 3 Sight and Hearing Testing....110**

**Article XVIII Employee Assistance Program....110**

**Article XIX Quality Control Committee....111**

**Article XX Federal Supplemental Funding....112**



Article XXI Curriculum Revisions.....	112-114
Article XXII Matters Not Covered.....	114
Section 1 Superseded Policy, Rule or Regulation.....	114
Section 2 No Changes: Wages, Hours, Conditions.....	114
Section 3 New Contract Negotiations.....	114
Article XXIII New Job Titles or Categories.....	115
A 30 Days Advance Notice to Union.....	115
B Union Jurisdiction.....	115
C Negotiations Over Working Conditions.....	115
D Failure to Agree on Title/Category.....	115
Article XXIV Peer Coaches and/or Mentor Teachers.....	116
Section 1 Educational Research and Development.....	116
Section 2 Teacher Assistance Programs (TAP).....	116
Section 3 Mentor Program.....	116
Section 4 In-Service Courses (NTE).....	117
Article XXV AIDS Policy.....	117
Article XXVI Labor Studies.....	117
Article XXVII Oversight Committee.....	118
Article XXVIII Availability of Contract.....	118
Article XXIX No Strike.....	118
Section 1 No Strike or Concerted Effort.....	118
Section 2 No Lockouts.....	118
Article XXX Conformity to Law and Savings.....	119
Article XXXI Agency Shop.....	119
Article XXXII Duration.....	119

## **MEDIATOR'S RECOMMENDATIONS**

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<sup>th</sup> or 18<sup>th</sup>, 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<sup>th</sup>, 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 Newark Public Schools and the Union declare their intent to cooperate in their common aims to achieve educational excellence in the Newark School System, and in the achievement of that objective recognize the fundamental necessities of the children and the legitimate expectations of the community.

## **AGREEMENT**

This agreement is made and entered into effective as of the 1<sup>st</sup> day of July 1997 by and between the STATE OPERATED SCHOOL DISTRICT OF NEWARK IN THE COUNTY OF ESSEX (hereinafter referred to as the "NEWARK PUBLIC SCHOOLS" and the NEWARK TEACHERS UNION, LOCAL 481, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, (hereinafter referred to as the "Union").

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



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 District and the Union.

#### **EDITING NOTE**

At the time of printing the negotiability of the items herein designated with an asterisk was being determined by the Public Employment Relations Commission.

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

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

The Newark Public Schools hereby recognizes the Union as the exclusive collective negotiations representatives pursuant to 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, itinerant teachers, homebound teachers, recreation teachers, speech therapists, remedial reading teachers, staff developers, 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, resource teachers, learning disability teacher consultants, social workers, psychologists, attendance counselors, court representatives, special investigators, psychiatrists, occupational therapist, physical therapist, program assistant, research assistant, audiologist, pianist, substance abuse coordinators, 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 superintendents, superintendents, laboratory assistants, nurses, maintenance workers, cafeteria workers, security guards, per diem substitutes with thirty ( 30 ) days non-consecutive service in the same position who are not Newark Public Schools appointed, teacher and school aides, and all permanent, acting, temporary or provisional supervisory employees.



## **SECTION 2 DEFINITION OF EMPLOYEE**

The term "employee" as hereinafter used means a person employed by the Newark Public Schools in any positions listed as being represented by the Union in Section 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 EQUAL REPRESENTATION BY NTU**

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

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

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

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

### **SECTION 2 EMPLOYEE APPLICATION PROCESS**

The Newark Public Schools agrees that employment application forms and oral interview procedures shall contain no reference to the applicant's membership in any employee organization.

## **ARTICLE III - GRIEVANCES**

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

### **SECTION 1 DEFINITION OF GRIEVANCE**

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

A grievance is a complaint by an employee that ( 1 ) he/she 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. DEFINITION OF EMPLOYEE**

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

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

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



## **SECTION 2 GRIEVANCE PROCEDURES**

### **A. NTU REPRESENTATION**

In the presenting and processing of grievances, the employee may be represented, at their own expense, by a person of his/her own choosing, except that he/she 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. TIMELINES AND GUIDELINES FOR MEETINGS AND HEARINGS**

The time for a meeting or a hearing at all steps other than step 1, within the prescribed time limit, shall be fixed by mutual agreement. In all cases (subject to the provisions of Step 1 below) a representative of the Union shall have the right to be present and to present the Union's view at each step of the grievance procedure. Any notice to be given by an employee under the provisions of Section 2 of this Article may be given for them with their consent by the Union.

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

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

#### **Step 2 PRINCIPAL**

If the grievance is not satisfactorily adjusted within five ( 5 ) school days after the last discussion, the employee may, with the assistance of a Union representative, 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. 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 he/she 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 STATE DISTRICT SUPERINTENDENT**

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 ARBITRATION**

### **A. REQUEST FOR BINDING ARBITRATION**

In the event a grievance shall not have been settled under the above procedure the employee may have the grievance submitted to binding arbitration by giving, within ten ( 10 ) school days after the decision of the 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. ARBITRATION AWARD**

#### **1. BINDING AND ENFORCEABLE**

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. SELECTION OF ARBITRATOR**

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 he/she 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. ARBITRATOR'S PANEL POWER**

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

### **D. ARBITRATOR'S LIMITS**

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

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



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

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

### **SECTION 3 GENERAL PROVISIONS**

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 he/she 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 he/she fails to give, within the prescribed time the written notices of appeal respectively mentioned under "Step 3" above, or if he/she fails to give within the prescribed time written notice of the request for arbitration mentioned under "Step 4" above, the grievance shall be deemed to have been waived.

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

### **A. NOTIFICATION OF TIMELINES**

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



## **B. PERSONS ELIGIBLE TO PARTICIPATE**

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

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

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

## **D. NTU ARBITRATION CHOICES**

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

## **E. REPRISALS AGAINST PARTICIPANTS**

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

## **F. MUTUALLY AGREED TIME LIMITS**

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

## **G. YEAR END GRIEVANCES**

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

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

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

## **I. GRIEVANCE FORMS**

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

# **ARTICLE IV - NTU RIGHTS**

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

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



When any individual granted such leave of absence returns to regular employment with the Newark Public Schools he/she shall be placed on the step of the salary schedule that he/she would have attained had he/she been continuously employed during such absence. There shall be no loss of seniority or any other right available to him/her under the law or the terms of this agreement because of such leave of absence. The period of the leave shall not be included in computing length of service for the time required to attain tenure.

Any employee granted such leave of absence shall have the right to have maintained on the same basis of all employees in any employee health plan available to Newark Public Schools employees for hospital costs, medical-surgical benefits, major medical insurance, and any other such benefits upon regular payment on his/her behalf 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 CONTRACT 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 NTU BULLETIN BOARDS**

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

## **SECTION 4 NTU MEETINGS**

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

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. GENERAL MEMBERSHIP MEETINGS**

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. BUILDING REP MEETINGS WITH PRINCIPAL**

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

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

If any such meeting is held during school hours, representatives of the Union shall be released from active duty for a period of not more than one class period to attend said meeting, the representatives to be determined on the following basis: in addition to the school building representative, one additional representative shall be released for each 25 faculty members. The

total number released, including the building representative, shall not exceed 5, nor shall this number be less than 2. There shall be no such limitation of numbers for meetings held at any time after school hours, or at any time when school is not in session.

## **C. INDIVIDUAL SCHOOL POLICIES**

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

## **SECTION 6 AVAILABILITY OF NPS PUBLIC RECORDS & DATA**

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

## **SECTION 7 DISTRIBUTION OF NTU LITERATURE IN SCHOOLS**

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

## **SECTION 8 DISTRICT - NTU MEETINGS**

Meetings shall be scheduled between the Newark Public Schools and the Union to discuss matters of mutual concern in terms of educational policy, the implementation of this Agreement, and any other topics consistent with the objective stated 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 VISITS BY NTU OFFICIALS**

### **A. NTU MEMBER CONFERENCES**

The Newark Public Schools shall permit the President of the Union or one of the Union liaison officers to visit the schools. The union representative should make known 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. CLASSROOM VISIT BY UNION OFFICIALS**

Union officials shall be permitted to visit in the classroom of any teacher who so requests. Union officials, not employed by the Newark Public Schools, shall be permitted to visit classroom teachers who shall request such visitations, providing that

the visiting official informs the building principal of the intent to visit prior to entering the classroom, and providing that no Newark Public Schools observation shall be conducted at the same time.

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

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

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

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

## **SECTION 10 NTU REPRESENTATION AT BOARD MEETINGS**

The Newark Public Schools shall furnish to the Union three ( 3 ) copies of the agenda of each Board meeting twenty-four ( 24 ) hours prior to each Advisory Board meeting or at the same time when such copies of the agenda are made available to the Board members, whichever is sooner. The Union shall be allowed a period of ten ( 10 ) minutes to present at the conference meeting its views. Additionally, the Union may be heard as to any items affecting school welfare during that period of the Board's public meeting devoted to the presentation of statements by individuals

and organizations. The NTU President, or designee, shall be listed within the first ten ( 10 ) inclusive speakers on that portion of the Newark Public Schools action meeting devoted to discussion on general topics. This provision shall remain in effect during the life of this Agreement.



## **SECTION 11 LEAVE OF ABSENCE FOR UNION CONVENTIONS**

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

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

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

Administrative leaves of absence without loss of pay to attend meetings of the Newark Municipal, Essex County, New Jersey State or Federal Legislative bodies may be granted to duly qualified representatives of the Newark Teachers Union upon written request by the Union to the 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. NUMBER OF DAYS AVAILABLE**

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

## **D. LIMITATIONS ON REPRESENTATIVES**

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

## **SECTION 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 fourteen ( 14 ) days of the pay day.

## **SECTION 13 AGENCY ASSESSMENT**

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 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<sup>st</sup> of each year.



## **SECTION 15 USE OF SCHOOL PHONE FOR NTU BUSINESS**

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 16 REASONABLE NOTICE FOR SCHOOL CLOSING**

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

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

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

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

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

#### **\*B. NON-TENURE SUSPENSION, DISCHARGE OR SEPARATION**

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. NON-TENURED NOTIFICATION DATE**

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

### **SECTION 2 SCHOOL CALENDAR**

#### **A. INSERVICE DAYS**

The scheduling of in-service days shall be limited to the months of September, October, January and March. In-service days will not be scheduled on the day immediately preceding or following holiday or recess. In-service days will not be scheduled during a multi-day student recess or Saturday. The in-service days will be listed in the school calendar. Attendance on in-service days is mandatory.

#### **B. WORK YEAR**

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 employees covered by this Agreement, except as noted in Section V.2B and C.

1 Organization Day

182 Student Days

4 In-service Days



### C. ORIENTATION DAY

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

### D. NEW TEACHER ORIENTATION

All new teachers new to the Newark School System shall be required to attend, without additional compensation, a full day orientation session.

The orientation session will be held on either the Tuesday, Wednesday or Thursday immediately preceding Labor Day each year. The purpose of the orientation day shall be to inform new teachers of system wide policies, practices, and procedures related to their jobs and/or employment.

### E. SCHOOL CALENDAR

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<sup>st</sup>, for the ensuing contract year.

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

### SCHOOL CALENDAR

1998 -1999

#### 1998

		<u>Number of Days</u>	
		Students	Teachers
September	7	Labor Day Holiday	
	8	Orientation - All 10 month employees report Tuesday	
	9	Staff Development Day	
	10	School opens for students (Thursday)	
		15	17

#### SCHOOL CLOSING DATES

October	12	Columbus Day Observance	20	21
	21	Staff Development Day		
November	2	Puerto Rico Recognition Day	14	14
	3	Election Day		
	11	Veterans' Day		
	12 & 13	Teachers' Convention		
	26 & 27	Thanksgiving Holiday		
December	24-31	Winter Recess	17	17

#### 1999

January	1	New Year's Day	18	19
	18	MLKing Jr.'s Birthday		
	27	Staff Development Day		
February	12-15	Presidents' Weekend	18	18
March	22	Staff Development Day	19	20
	29-31	Spring Recess		
April	1	Spring Recess	20	20
	2	Good Friday		
May	31	Memorial Day	20	20
June	29	Last day for students	21	21
		Last day for teachers		

---

TOTAL DAYS	182	187
------------	-----	-----

---



## **SECTION 3 TEACHER SCHEDULES AND THE SCHOOL DAY**

### **A. NTU 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. SIGN-IN TIME**

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

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

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

### **3. REGULAR DAY SCHEDULE FOR ELEMENTARY SCHOOLS**

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

#### **ELEMENTARY DAY**

Teachers arrive	8:20
Teachers report to assigned stations	8:25
Pupils arrive	8:25
Formal instruction begins	8:35
Lunch period equal to that of students	
Classes end	2:50
Teachers depart (Students dismissed)	2:55

Teachers sign out as indicated in B2 above.

### **4. SPECIAL CIRCUMSTANCES**

It is recognized that special circumstances in particular schools may require variations from the schedule. 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.

### **5. REGULAR DAY SCHEDULE FOR TEACHERS OF PART-TIME CLASSES**

In the case of teachers of part-time classes, the hours of service for those on a morning or afternoon session shall be four ( 4 ) hours of instruction. 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 ( 1½ ) hours in the morning or afternoon, fifty ( 50 ) minutes and which shall be considered preparation time. The additional service of one and one half ( 1½ ) hours shall be scheduled by the principal in accordance with the specific situations which obtain in each school when such classes are scheduled.

## **6. PREPARATION PERIODS FOR ELEMENTARY SCHOOLS**

Employees shall have those periods during which specialists cover their classes set aside for preparation. All elementary school employees shall have at least three ( 3 ) fifty ( 50 ) minute preparation periods each week.

## **C. SPECIAL SCHOOLS AND SPECIAL CLASSES**

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

In special schools or special classes, the hours of service of teachers shall be the same as that specified in caption B-3 of this Article and Section, 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 2:25 p.m. Said teacher may sign out at their discretion after their stu-

dents have been dismissed from the building. Adjustments for special schedules and the hours of service of teachers of part-time classes in special schools or special classes shall be set up on the same basis as that in caption B-5 of this Article and Section.

## **2. PREPARATION PERIODS IN SPECIAL SCHOOLS**

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

## **3. TEACHERS WHO VOLUNTEER TO WORK BEYOND THE WORK DAY**

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

## **D. SECONDARY SCHOOLS**

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

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

### **2. REGULAR DAY SCHEDULE**

The in-school work day for teachers in the junior and senior high schools shall be six ( 6 ) hours and thirty ( 30 ) minutes. The work day shall include the equivalent of five ( 5 ) teaching periods, one ( 1 ) service period, one ( 1 ) preparation period, one ( 1 ) lunch period and one ( 1 ) homeroom.



## SECONDARY DAY

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

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

### 3. SPECIAL ADJUSTMENTS TO SCHEDULES

Because of special adjustments necessary in the schedule planning of specific junior and senior high schools, variations in the schedule stated under caption D-2 of this Article and Section shall be permissible. In such cases, as early prior to the close of school, but no later than June 1, such variations in schedule shall be negotiated between the Newark Public Schools and the Union. Prior thereto, the principal of the specific school and the Union representative for that school shall meet and prepare a schedule to submit to the Union and the 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. PER-DIEM SUBSTITUTE DAILY SCHEDULE

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

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

### F. ABSENTEEISM AND TARDINESS

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

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. LATE ARRIVAL TO SCHOOL**

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

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

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

**EXCEPTION:** Personal day, extended sick leave, and short term sick leave. In the case of short term sick leave the employee must submit medical certification from a licensed physician or hospital, including a diagnosis, verifying that he/she was either physically unable to perform his/her duties or that he/she was carrying a contagious disease on the day(s) of absence. The medical certificate must be submitted to the Department of Health Services within 3 working days of the date the employee returns to work.

## **\*4. GREATER THAN 15% OF EMPLOYEES REPORT SICK AT A SCHOOL**

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.

## **\*G. SIGNING IN TIME BOOK**

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 CERTIFICATION, CLASS ASSIGNMENTS AND OPEN HOUSE**

### **A. CERTIFICATION**

#### **\*1. ASSIGNMENT IN AREA OF STATE / NEWARK CERTIFICATION**

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 her/his 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. ASSIGNMENT OF CHILDREN UNDER NJ ADMINISTRATIVE CODE**

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.



### **3. ONE DAY TRAINING WORKSHOP SPONSORED BY NPS AND NTU**

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

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

## **B. CLASS ASSIGNMENTS**

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

No teacher, in a school with departmental organization or a secondary school, shall generally be required to teach more than two 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.

### **2. ROOM ASSIGNMENTS**

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

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

Prior to the close of school in June, 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.

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

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

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

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



## **6. TEACHING CLASS ASSIGNMENTS**

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

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

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

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

## **7. HIRING AND ASSIGNING POOL SUBSTITUTES**

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.

## **8. POSTING OF SCHEDULES**

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.

## **9. PREPARATION PERIODS DEFINED**

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

### **C. OPEN HOUSE: EVENING SCHOOL MEETINGS AND TRAINING WORKSHOP**

As part of their professional services all teachers shall be expected to attend three ( 3 ) evening meetings and shall be required to attend one ( 1 ) evening meeting per school year. The four ( 4 ) evening meeting dates will be scheduled at the beginning of each school year and the required evening meeting will be designated.

### **\*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. KINDERGARTEN**

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. ELEMENTARY CLASSES**

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. JUNIOR HIGH CLASSES**

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

#### **\*D. SENIOR HIGH CLASSES**

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

#### **\*E. SPECIAL EDUCATION CLASSES**

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. ACTIVITY CLASSES**

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. NON-ENGLISH SPEAKING STUDENTS**

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. PHYSICAL EDUCATION CLASSES**

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

#### **\*I. DEPARTMENTALIZED ORGANIZATION**

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. LACK OF AVAILABLE SPACE**

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. PART-TIME SCHEDULE**

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. EXPERIMENTAL INSTRUCTION**

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**

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. ADDED STUDENTS**

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

#### **6. UNAVAILABILITY OF TEACHERS**

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

#### **\*K. RELIEF FOR EXCEEDED LIMITS**

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. RELIEF EFFORT POSSIBLE**

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

#### **\*M. SUMMER SCHOOL CLASS SIZE**

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. DEFINITION**

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

#### **B. STANDARDS FOR DETERMINING SENIORITY**

Standards for determining seniority NJAC 6:3-5.1

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

#### **C. LENGTH OF SERVICE**

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

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 ASSIGNMENT AND TRANSFER**

### **A. VOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL**

#### **1. JUNE 1<sup>ST</sup> VACANCIES LISTED**

On or about June 1<sup>st</sup> of every year and at such other times as are practical the Human Resources Department 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. APPLICATIONS FOR TRANSFER**

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 FOR TRANSFER**

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. REASON FOR NOT TRANSFERRING**

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

### **B. REASSIGNMENTS WITHIN A SCHOOL**

#### **1. NOTIFICATION TO PRINCIPAL**

Prior to May 1<sup>st</sup> 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. PRINCIPAL'S CRITERIA**

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. PROHIBITED**

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

#### **2. WRITTEN REASON**

Upon request, the Human Resources Department shall furnish the employee who has been transferred an explanation, in writing, for said transfer.



## **SECTION 8 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/MIDDLE SCHOOL TEACHERS**

#### **1. MEETING STUDENTS**

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

#### **2 VOLUNTEERING**

##### **A. FOR CAFETERIA / PLAYGROUND DUTY**

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

##### **B. POSTING NOTICES AND ASSIGNMENTS**

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

### **B. SECONDARY SCHOOL TEACHERS**

#### **1. TEACHERS MONITORING DURING CLASSES**

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

#### **2. CAFETERIA DUTY**

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

##### **C. PER-DIEM SUBSTITUTES & THREE HOUR AIDES**

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

##### **D. VOLUNTARY ACTIVITIES**

Teachers may voluntarily perform such activities described in C above.

##### **E. SERVICE PERIODS**

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

##### **F. EXPENDITURES, VOLUNTEER PARENT HELP AND AIDES POSITIONS MAINTAINED**

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.



### **G. DUTY FREE LUNCH PERIOD**

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

## **SECTION 9 TEACHER PERFORMANCE EVALUATION AND PERSONNEL FILES**

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

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. EVALUATION**

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. MONITORING OR RECORDING PROHIBITED**

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. OPPORTUNITY TO READ**

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

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

Teachers shall be given a carbon copy of each evaluation.

### **F. RIGHT TO INSPECT FILE**

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

### **G. CONFIDENTIAL FILES**

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

### **H. REVISION OF FORMS**

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 10 LETTERS OF RECOMMENDATION**

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 11 TEACHER FACILITIES**

Each school shall have the following facilities:

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

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

### **B. TEACHER WORKROOM**

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

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

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

### **D. TEACHER RESTROOM**

Well lighted and clean teacher rest rooms.

### **E. COMMUNICATION SYSTEM**

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

### **F. SECURITY GUARD**

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

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

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

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

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

The principal shall evaluate the nature of the situation forthwith. She/he shall determine whether said conditions are, in fact, tolerable or intolerable.

If the situation can be corrected by staff under the principal's immediate supervision, he/she 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. CHILD STUDY TEAM FACILITIES**

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

### **SECTION 12 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 13 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 14 TEACHER'S GRADE BOOK**

#### **\*A. KEEPING OF GRADES**

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. AVAILABILITY OF GRADES**

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.

### **C. WRITTEN COMMENTS BY ADMINISTRATOR**

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

### **SECTION 15 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 16 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 17 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 18 SUPPLIES AND INSTRUCTIONAL MATERIALS**

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

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

### **B. DISCRETIONARY FUND**

The Newark Public Schools and the Union agree to continue the teacher's discretionary fund. An amount of \$40.00 per teacher shall be made available by the school district in each school year. If as of April 1<sup>st</sup> 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. PSYCHOLOGIST & SOCIAL WORKER SUPPLIES**

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. LDTC MATERIALS**

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 19 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 20 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 21 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 - TEACHER PROTECTION**

### **SECTION 1 NEGLIGENCE**

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

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. REPORTING OF PERSONAL OR PROPERTY DAMAGE**

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

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

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. SALARY AND SICK DAY PROTECTION**

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

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

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



## ARTICLE VII - SUMMER SCHOOL AND SUMMER RECREATION PROGRAMS

### A. QUALIFICATIONS

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

### \*B. POSTING

Before such positions are filled, vacancies shall be posted by April 1<sup>st</sup> in the schools and applicants shall apply prior to May 1<sup>st</sup>.

Successful applicants shall be notified by June 1<sup>st</sup>. Such applicants as have not yet been accepted as of June 1<sup>st</sup> 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 3rd.

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<sup>st</sup>, shall be filled by qualified applicants on the special job waiting list.

### C. SELECTION

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

## D. SUMMER PAY RATES

### SUMMER RATES

Effective July 1, in each appropriate year.

#### TEACHERS

1997-98	1998-99	1999-2000
\$24.00	\$25.00	\$26.00

#### SCHOOL CLERKS

1997-98	1998-99	1999-2000
\$15.30	\$16.30	\$17.30

#### COORDINATORS

1997-98	1998-99	1999-2000
\$26.00	\$27.00	\$28.00

#### PSYCHOLOGISTS, SOCIAL WORKERS, L.D.T.C.s

1997-98	1998-99	1999-2000
\$26.00	\$27.00	\$28.00

#### AIDES

1997-98	1998-99	1999-2000
\$14.20	\$15.20	\$16.20

### \*E. GRIEVE NON-APPOINTMENT

Unsuccessful applicants who wish to grieve must do so prior to June 15<sup>th</sup> 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<sup>st</sup> in each appropriate year

**A. TEN MONTHS (10) SCHOOL CLERKS**

**TEN MONTHS (10) SALARY GUIDE**

**CHAPTER I CLERK TYPIST**  
**SCHOOL CLERK**

**CHAPTER I CLERK STENOGRAPHER**  
**SCHOOL CLERK STENOGRAPHER**

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 23,662	\$ 24,162	\$ 24,812	\$ 25,462
2	24,261	24,761	25,411	26,061
3	25,438	25,938	26,588	27,238
4	26,047	26,547	27,197	27,847
5	27,058	27,558	28,208	28,858
6	28,281	28,781	29,431	30,081
1st Long	1,525	1,625	1,725	1,825
Long 20	29,806	30,406	31,156	31,906
2nd Long	1,525	1,625	1,725	1,825
Long 25	31,331	32,031	32,881	33,731

**SENIOR SCHOOL CLERK TYPIST**  
**SENIOR SCHOOL CLERK STENOGRAPHER**

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 23,849	\$ 24,349	\$ 24,999	\$ 25,649
2	24,448	24,948	25,598	26,248
3	25,626	26,126	26,776	27,426
4	26,234	26,734	27,384	28,034
5	27,247	27,747	28,397	29,047
6	28,469	28,969	29,619	30,269
1st Long	1,525	1,625	1,725	1,825
Long 20	29,994	30,594	31,344	32,094

2nd Long	1,525	1,625	1,725	1,825
Long 25	31,519	32,219	33,069	33,919

**SUPERVISING SCHOOL CLERK TYPIST**  
**SUPERVISING SCHOOL CLERK STENOGRAPHER**

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 26,259	\$ 26,859	\$ 27,609	\$ 28,359
2	27,068	27,668	28,418	29,168
3	28,592	29,192	29,942	30,692
4	29,434	30,034	30,784	31,534
5	30,659	31,259	32,009	32,759
6	31,603	32,203	32,953	33,703
1st Long	1,525	1,625	1,725	1,825
Long 20	33,128	33,828	34,678	35,528

2nd Long	1,525	1,625	1,725	1,825
Long 25	34,653	35,453	36,403	37,353



## B. TWELVE MONTHS (12) SCHOOL CLERKS

### CHAPTER I CLERK TYPIST

#### SCHOOL CLERK

### CHAPTER I CLERK STENOGRAPHER

#### SCHOOL CLERK STENOGRAPHER

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 25,884	\$ 26,484	\$ 27,234	\$ 27,984
2	26,693	27,293	28,043	28,793
3	28,217	28,817	29,567	30,317
4	29,058	29,658	30,408	31,158
5	30,284	30,884	31,634	32,384
6	31,260	31,860	32,610	33,360
1st Long	1,525	1,625	1,725	1,825
Long 25	32,785	33,485	34,335	35,185
2nd Long	1,525	1,625	1,725	1,825
Long 25	34,310	35,110	36,060	37,010

### SENIOR SCHOOL CLERK TYPIST

#### SENIOR SCHOOL CLERK STENOGRAPHER

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 26,071	\$ 26,671	\$ 27,421	\$ 28,171
2	26,881	27,481	28,231	28,981
3	28,404	29,004	29,754	30,504
4	29,246	29,846	30,596	31,346
5	30,471	31,071	31,821	32,571
6	31,448	32,048	32,798	33,548
1st Long	1,525	1,625	1,725	1,825
Long 20	32,973	33,673	34,523	35,373
2nd Long	1,525	1,625	1,725	1,825
Long 25	34,498	35,298	36,248	37,198

### SUPERVISING SCHOOL CLERK TYPIST

#### SUPERVISING SCHOOL CLERK STENOGRAPHER

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 26,259	\$ 26,859	\$ 27,609	\$ 28,359
2	27,068	27,668	28,418	29,168
3	28,592	29,192	29,942	30,692
4	29,434	30,034	30,784	31,534
5	30,659	31,259	32,009	32,759
6	31,603	32,203	32,953	33,703
1st Long	1,525	1,625	1,725	1,825
Long 20	33,128	33,828	34,678	35,528
2nd Long	1,525	1,625	1,725	1,825
Long 25	34,653	35,453	36,403	37,353

## C. ORGANIZATION DAY

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<sup>th</sup> 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. NJ DEPT. OF PERSONNEL**

The job description for School Clerks shall be the New Jersey Department of Personnel (NJDP) 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. NO DICTATION**

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

#### **C. SCHOOL CLERK**

The Newark Public Schools agrees to eliminate the designation of stenographer from the 10 and 12 months 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 (  $1\frac{1}{2}$  ) times the hourly rate or one and one-half (  $1\frac{1}{2}$  ) times the time worked.

### **SECTION 5 WORK DAY**

#### **A. DEFINITION**

The workday for School Clerks is herewith defined as seven ( 7 ) hours to commence one-half (  $1/2$  ) hours prior to the time pupils begin their official school day and terminate after com-

pletion of seven ( 7 ) hours of work, not to include the lunch period of the clerk, which shall be no less than the lunch period of pupils in the school.

#### **B. NON-COMPULSORY OVERTIME**

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

#### **C. WORK BREAK**

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

#### **D. MONITOR OR SUPERVISE STUDENTS**

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

### **SECTION 6 - LONGEVITY**

Commencing with the twentieth ( 20<sup>th</sup> ) and twenty-fifth ( 25<sup>th</sup> ) year of employment, School Clerks shall receive a longevity increase. The longevity amounts are shown on each salary guide.

### **SECTION 7 TIME REPORTS**

#### **A. SPECIAL TELEPHONE CONNECTIONS**

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. PER-DIEM SUBSTITUTE TIME REPORTS**

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. COMMERATIVE DATES**

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. BILINGUAL AND MULTI-LINGUAL TEACHERS**

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

## **ARTICLE X - LEAVES**

### **SECTION 1 SABBATICAL LEAVES**

#### **A. ELIGIBILITY FOR FULL YEAR SABBATICAL**

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 YEARS OF PERMANENT SUBSTITUTION SERVICE**

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

#### **C. ELIGIBILITY TIMELINES**

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

#### **D. SALARY FOR SABBATICAL LEAVE**

Sabbatical leave shall be at half-pay.

#### **E. MINIMUM OF 1% NTU MEMBERS ELIGIBLE**

A minimum of one percent ( 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. APPLICATION DEADLINE FOR TERMINAL LEAVE**

Employees must apply by December 1<sup>st</sup>, for terminal leave of absence to become effective the following September 1<sup>st</sup> or February 1<sup>st</sup>, for 10 months employees, and July 1<sup>st</sup> or January 1<sup>st</sup> for 12 months employees.

### **B. APPLICATION SUBMITTED TO TPAF**

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<sup>st</sup>.

### **C. REQUIREMENT FOR ACCUMULATED SICK LEAVE**

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 2% NTU MEMBERS ELIGIBLE**

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. (The percentage contained herein are modified in subsection G below.)

### **E. SICK DAYS DEDUCTED**

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 APPROVAL BY APRIL 1<sup>ST</sup>**

Notification of Newark Public Schools approval will be received by each applicant no later than April 1<sup>st</sup> of each respective year.

### **G. EFFECTIVE JULY 1, 1999: GUIDELINES**

Effective July 1, 1999, terminal leave shall be deleted from the Agreement. All terminal leaves that are approved prior to this date shall conclude on or before January 31, 2000. The application time limit for taking terminal leaves that begin on September 1, 1998, shall be extended to May 1, 1998. The limit on the number of terminal leaves for the 1998-99 school year shall be increased to three percent ( 3% ). There shall be no limit on the number of terminal leaves granted for the period beginning September 1, 1999. Application for terminal leaves that begin on September 1, 1999 shall be submitted by October 1, 1998.



#### **H. EFFECTIVE JULY 1, 1999: 90 DAYS NOTICE**

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

### **SECTION 3 SICK AND PERSONAL LEAVES**

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

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. ADDITIONAL SICK DAYS FOR TEACHERS WITH 25 YEARS EXPERIENCE**

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 DAYS**

Unused sick leave shall be accumulated without limit.

#### **D. EXHAUSTED SICK DAYS**

In the event that a teacher's accumulated sick leave has been exhausted and the teacher certifies to the Newark Public Schools that he/she 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. NUMBER OF PERSONAL DAYS GRANTED**

Teachers will be granted three ( 3 ) days leave annually for personal reasons without explanation. Additional personal leave days may be granted by the State District Superintendent at his/her discretion if the reason warrants it. Unused personal days granted in accordance with this section will be accumulated as sick leave days.

#### **F. SEXUAL EQUALITY OF LEAVE PRIVILEGES**

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

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

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

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

Employees hired or returning from leaves of absences on or after (October 15) shall receive sick leave on a pro-rated monthly basis predicated upon fifteen 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. CONVERSION OF SICK AND PERSONAL DAYS NOT EXCEEDING 6 DAYS - EFFECTIVE JULY 1, 1985**

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 1/200<sup>th</sup> of an employee's salary for that year. A separate check shall be issued for said compensation.

#### **J. CONVERSION OF SICK AND PERSONAL DAYS**

Unit members who retire shall be able to convert accumulated sick leave on a basis as follows:

##### **1. FIRST 50 DAYS**

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

##### **2. 51 - 100 DAYS**

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;

##### **3. OVER 100 DAYS**

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.

#### **K. EFFECTIVE MARCH 1, 2000 - CONVERSION OF SICK DAYS**

Employees who retire on or after March 1, 2000, shall be paid the following amount for each accumulated sick leave day:

##### **1. FIRST 90 DAYS**

Teachers - one hundred and ten dollars ( \$110 )

Secretaries - sixty-five dollars ( \$65 )

Aides - fifty dollars ( \$50 )

##### **2. 91 - 150 DAYS**

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

##### **3. 151 - 250 DAYS**

For a total number of sick days between one hundred fifty-one ( 151 ) to two hundred fifty ( 250 ) days, one day's pay for each five accumulated days said days compensable at the rate of one hundred dollars ( \$100 ) each;

##### **4. OVER 250 DAYS**

For all accumulated sick days in excess of two hundred fifty days, one days pay for each five accumulated days, said days pay to be compensable at the rate of seventy-five ( \$75 ) per day.

##### **5. REQUIREMENT**

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.



## **L. 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. LENGTH OF MATERNITY LEAVE**

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. RETURN TO SERVICE**

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

### **C. EXTENDED MATERNITY LEAVE**

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. SENIORITY AND SALARY**

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

## **E. SENIORITY RIGHTS DURING MATERNITY LEAVE**

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

## **SECTION 5 MILITARY LEAVE**

### **A. INDUCTED TEACHER**

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. ELIGIBILITY FOR MILITARY LEAVE**

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. SALARY SCHEDULE PLACEMENT**

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. REINSTATEMENT AND SENIORITY**

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/HOUSEHOLD**

Death in the immediate family or household - up to five ( 5 ) consecutive working days immediately following the death. The immediate family and household are defined as follows; spouse, child, parent (including parent-in-law and step parent), sibling, grandparent, grandchild.

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

Absence on account of court subpoena

##### **C. QUARANTINE**

Quarantine

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

Attendance at conferences when excused by the State District Superintendent.

##### **E. MARRIAGE**

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. FULL BENEFITS DURING LEAVE**

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

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

Any teacher returning to full-time employment in the Newark Public Schools upon termination of any leave shall be returned to his/her area of certification 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 - PROMOTIONS - NOTICE OF VACANCIES**

### **A. PROMOTIONAL POSITIONS**

#### **1. LISTED PROMOTIONAL POSITIONS**

Promotional positions are defined as follows: positions which pay a special salary differential, which involves in part or in full the performance of supervisory or administrative duties and which include the positions of 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. NOTICE OF VACANCY**

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 sent directly to each school's Building Rep and posted on the bulletin board set aside for the use of the Union.

#### **3. TIME OF POSTING FOR VACANCIES**

All notices of vacancies shall be posted and otherwise publicized no less than twenty ( 20 ) calendar days prior to the time at which the receiving of applications for said vacancies is closed.

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

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

## **ARTICLE XIII - SUPPLEMENTAL FRINGE BENEFITS**

### **SECTION A MAINTENANCE OF BENEFITS**

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 establish-



ing 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 compliment 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 REVIEW OF BENEFITS PROVIDER**

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**

### **SECTION 1 PERMANENT APPOINTMENT**

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.

#### **A. LONG-TERM SUBSTITUTES HIRED BEFORE FEBRUARY 1, 1971**

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.



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.

#### **1. REGULAR, FULLY CERTIFIED TEACHER**

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.

#### **2. LONG-TERM SUBSTITUTE STATE CERTIFIED**

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. SICK AND PERSONAL DAYS GRANTED LONG-TERM SUBSTITUTES**

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.

### **ARTICLE XV - EXTRA CURRICULAR ACTIVITIES & SUPPLEMENTARY COMPENSATION**

#### **A. GENERAL PROVISIONS**

##### **1. ELIGIBILITY**

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

##### **2. SELECTION**

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

##### **3. IN-SERVICE CREDIT**

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

##### **4. MINIMUM TEACHERS ASSIGNED TO RECREATION CENTERS**

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

##### **5. SEXUAL EQUALITY OF COACHES PAY**

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



## **6. PRIORITY CONSIDERATION**

All full-time, certified employees who apply for coaching & extracurricular positions will be considered for the position prior to giving consideration to part-time certified employees or persons from outside the NPS. Employees from the building where the vacancy exists will be given consideration prior to considering the applications of employees from other buildings or from outside the NPS. All full-time unit employees who apply shall be given first preference for all coaching & extracurricular positions.

## **B. CLUBS AND ACTIVITIES SELECTION**

### **1. APPLICATIONS**

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

### **2. ELIGIBILITY**

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

### **3. PRINCIPAL APPOINTMENTS**

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

### **4. REASON FOR NON-SELECTION**

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

## **5. APPOINTMENT PROTECTION**

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

## **6. PREFERENCE FOR POSITION**

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

## **7. ROTATION OF APPOINTMENTS**

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



## C. EXTRA-CURRICULAR COMPENSATION

Effective July 1<sup>st</sup> in each appropriate year

### 1. EXTRA-CURRICULAR COMPENSATION SALARY GUIDE

#### EXTRA-CURRICULAR COMPENSATION SALARY GUIDE

Effective July 1, in each appropriate year:

POSITION	1996-97	1997-98	1998-99	1999-2000
Head Football Coach	\$ 4,644	\$ 5,044	\$ 5,444	\$ 5,844
Asst. Football Coach	2,870	3,220	3,570	3,920
Head Basketball Coach	4,141	4,541	4,941	5,341
Asst. Basketball Coach	2,870	3,220	3,570	3,920
Head Baseball Coach	4,141	4,541	4,941	5,341
Asst. Baseball Coach	2,870	3,220	3,570	3,920
Outdoor Track Coach	4,141	4,541	4,941	5,341
Indoor Track Coach	2,744	3,094	3,444	3,794
Swimming Coach	2,870	3,220	3,570	3,920
Wrestling Coach	2,870	3,220	3,570	3,920
Fencing Coach	2,870	3,220	3,570	3,920
Soccer Coach	2,870	3,220	3,570	3,920
Tennis Coach	2,362	2,712	3,062	3,412
Golf Coach	2,362	2,712	3,062	3,412
Cross Country Coach	2,744	3,094	3,444	3,794
Girls Interscholastic Sports	2,744	3,094	3,444	3,794
Girls Intramural Activities	1,860	2,110	2,360	2,610
Faculty Managers	3,485	3,835	4,185	4,535
Faculty Managers, Arts High	2,470	2,820	3,170	3,520
Band Leader	1,819	2,219	2,619	3,019
Cheerleader	1,056	1,306	1,556	1,806
Junior Class Advisor	631	731	831	931
Senior Class Advisor	1,819	2,219	2,619	3,019
Club Sponsors	417	447	477	507
Concerts	269	299	329	359
Drama	1,964	2,214	2,464	2,714
Drama, Middle School	926	1,026	1,126	1,226
Honor Society	502	602	702	802
Senior High Yearbook	2,424	2,824	3,224	3,624
Senior High Newspaper	2,424	2,774	3,124	3,474

### EXTRA-CURRICULAR COMPENSATION SALARY GUIDE CONTINUED

Mid/Elem. Sch. Yrbk/Nwspr Adv.	772	872	972	1,072
Student Council Advisor	1,439	1,689	1,939	2,189
Literary Magazine Advisor	1,296	1,546	1,796	2,046
Chaperones	139	139	139	139
Treasurer (High Schools)				
* Enrollment Over 1000	2,685	3,085	3,485	3,885
* Enrollment Under 1000	2,274	2,624	2,974	3,324
Debate Coach	4,644	5,044	5,444	5,844
Intermediate Coach	2,870	3,220	3,570	3,920
Field Hockey Coach	2,870	3,220	3,570	3,920
Lacrosse Coach	2,870	3,220	3,570	3,920
Skiing Coach	2,870	3,220	3,570	3,920
Gymnastics Coach	4,141	4,541	4,941	5,341
Elem. Baseball Coach	1,860	2,110	2,360	2,610
Asst. Volleyball Coach	2,362	2,712	3,062	3,412
Asst. Cross Country Coach	2,362	2,712	3,062	3,412
Bowling Coach	2,870	3,220	3,570	3,920
Ice Hockey Coach	2,870	3,220	3,570	3,920
Volleyball Coach	2,870	3,220	3,570	3,920
Asst. Indoor Track Coach	2,362	2,712	3,062	3,412
Asst. Wrestling Coach	2,362	2,712	3,062	3,412
Asst. Outdoor Track Coach	2,870	3,220	3,570	3,920
Asst. Softball Coach	2,870	3,220	3,570	3,920
Elementary Track Coach	1,860	2,110	2,360	2,610
Elementary Softball Coach	1,860	2,110	2,360	2,610
Elem. Basketball Coach	1,860	2,110	2,360	2,610
Twirler Advisor (Fall)	1,860	2,110	2,360	2,610
Twirler Advisor (Winter)	1,860	2,110	2,360	2,610
Coord. Dist. Wide Spec. Olympics	1,964	2,214	2,464	2,714
Coord. Secondary Debate Prgm.	1,439	1,689	1,939	2,189
Coord. Sec. Stud. Ldrship. Grp.	1,439	1,689	1,939	2,189
Coord. Sec. Close Up Prgm.	1,439	1,689	1,939	2,189
Future Teacher Mentor	1,439	1,689	1,939	2,189
Coord. Future Teacher	1,439	1,689	1,939	2,189
Head Softball Coach	4,141	4,541	4,941	5,341
Asst. Soccer Coach	2,362	2,712	3,062	3,412
Cheerleader Advisor (Elem)	631	731	831	931
Twirler Advisor (Elem)	502	602	702	802
Winter Guard (Drill Team)	2,424	2,774	3,124	3,474



## ARTICLE XVI TEACHER SALARY

### SECTION 1 TEACHER SALARY GUIDE

Effective July 1<sup>st</sup>, in each appropriate year:

#### A. SCHEDULE FOR BA LEVEL

##### TEACHER SALARY GUIDE

Effective July 1, in each appropriate year:

##### Bachelor Degree Level

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 31,493	\$ 32,500	\$ 34,500	\$ 36,500
2	32,545	33,145	35,000	37,000
3	34,155	34,755	35,555	37,500
4	35,952	36,552	37,352	38,102
5	38,707	39,407	40,307	41,157
6	39,593	40,293	41,193	42,043
7	40,504	41,204	42,104	42,954
8	41,392	42,092	42,992	43,842
9	43,924	44,724	45,724	46,674
10	44,809	45,609	46,609	47,559
11	46,095	46,895	47,895	48,845
12	48,114	48,914	49,914	50,864
13	56,860	58,360	60,160	61,910
1st Long	1,425	1,525	1,625	1,825
Long 20	58,285	59,885	61,785	63,735
2nd Long	1,425	1,525	1,625	1,825
Long 25	59,710	61,410	63,410	65,560

#### B. SCHEDULE FOR MA LEVEL

##### Master's Degree Equivalent Level

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 32,788	\$ 34,000	\$ 35,900	\$ 38,000
2	33,839	34,439	36,400	38,500
3	35,511	36,111	36,911	39,000
4	37,287	37,887	38,687	39,437
5	40,058	40,758	41,658	42,508
6	40,949	41,649	42,549	43,399
7	41,854	42,554	43,454	44,304
8	42,742	43,442	44,342	45,192
9	45,274	46,074	47,074	48,024
10	46,162	46,962	47,962	48,912
11	47,444	48,244	49,244	50,194
12	49,465	50,265	51,265	52,215
13	59,577	61,077	62,877	64,677
1st Long	1,425	1,525	1,625	1,825
Long 20	61,002	62,602	64,502	66,502
2nd Long	1,425	1,525	1,625	1,825
Long 25	62,427	64,127	66,127	68,327



## C. SCHEDULE FOR PHD LEVEL

### Ph.D. Equivalent Level

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 34,079	\$ 35,500	\$ 37,000	\$ 39,500
2	35,131	35,731	37,500	40,000
3	36,861	37,461	38,261	40,500
4	38,659	39,259	40,059	40,809
5	41,392	42,092	42,992	43,842
6	42,301	43,001	43,901	44,751
7	43,186	43,886	44,786	45,636
8	44,094	44,794	45,694	46,544
9	46,606	47,406	48,406	49,356
10	47,514	48,314	49,314	50,264
11	48,776	49,576	50,576	51,526
12	50,818	51,618	52,618	53,568
13	62,308	63,808	65,608	67,458
1st Long	1,425	1,525	1,625	1,825
Long 20	63,733	65,333	67,233	69,283
2nd Long	1,425	1,525	1,625	1,925
Long 25	65,158	66,858	68,858	71,208

## D. LONGEVITY

Longevity increments shall be maintained in the 20<sup>th</sup> and 25<sup>th</sup> 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. The longevity amounts are shown on each salary guide.

## 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

Effective July 1<sup>st</sup> in each appropriate year

### PSYCH., SOC. WORKERS & LDTCs SALARY GUIDE

Effective July 1, in each appropriate year.

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 40,040	\$ 40,740	\$ 41,640	\$ 42,490
2	41,160	41,860	42,760	43,610
3	42,702	43,402	44,302	45,152
4	43,931	44,631	45,531	46,381
5	46,816	47,616	48,616	49,566
6	48,049	48,849	49,849	50,799
7	49,307	50,107	51,107	52,057
8	50,546	51,346	52,346	53,296
9	55,029	55,929	57,029	58,079
10	56,285	57,185	58,285	59,335
11	64,219	65,819	67,719	69,619
1st Long	1,525	1,625	1,725	1,925
Long 20	65,744	67,444	69,444	71,544
2nd Long	1,525	1,625	1,725	2,025
Long 25	67,269	69,069	71,169	73,569

#### Effective July 1, 1998:

All child study team members who have not previously been paid in accordance with this section shall be paid on the teachers salary guide.



### SECTION 3 - CONSULTING PSYCHIATRIST, PHYSICAL THERAPIST ASSISTANT AND PIANIST

Effective July 1<sup>st</sup> in each appropriate year

#### CONSULTING PSYCHIATRIST

Days Per

Week	1996-97	1997-98	1998-99	1999-2000
One (1)	\$22,803	\$23,123	\$23,503	\$23,883
Two (2)	45,606	46,246	47,006	47,766
Three (3)	68,409	69,369	70,509	71,649
Four (4)	91,212	92,492	94,012	95,532
Five (5)	114,015	115,615	117,515	119,415

#### PHYSICAL THERAPIST ASSISTANT SALARY GUIDE

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 28,421	\$ 29,021	\$ 29,821	\$ 30,571
2	29,527	30,127	30,927	31,677
3	30,633	31,233	32,033	32,783
4	32,550	33,150	33,950	34,700
5	34,467	35,067	35,867	36,617
6	35,573	36,173	36,973	37,723

#### PIANIST SALARY GUIDE

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 28,100	\$ 28,700	\$ 29,500	\$ 30,250
2	28,537	29,137	29,937	30,687
3	28,977	29,577	30,377	31,127
4	29,740	30,340	31,140	31,890
5	30,174	30,774	31,574	32,324
6	30,618	31,218	32,018	32,768

### SECTION 4 COURT REPRESENTATIVES

Effective July 1<sup>st</sup> each appropriate year

#### A. SCHEDULE FOR BA LEVEL

##### COURT REPRESENTATIVES SALARY GUIDE

Effective July 1, in each appropriate year.

##### Bachelor Degree Level

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 39,221	\$ 39,921	\$ 40,821	\$ 41,671
2	41,160	41,860	42,760	43,610
3	42,963	43,663	44,563	45,413
4	43,937	44,637	45,537	46,387
5	46,559	47,359	48,359	49,309
6	47,536	48,336	49,336	50,286
7	48,537	49,337	50,337	51,287
8	49,426	50,226	51,226	52,176
9	53,753	54,653	55,753	56,803
10	54,734	55,634	56,734	57,784
11	63,820	65,420	67,320	69,220
1st Long	1,425	1,625	1,725	1,925
Long 20	65,245	67,045	69,045	71,145
2nd Long	1,425	1,625	1,725	2,025
Long 25	66,670	68,670	70,770	73,170



## B. SCHEDULE FOR MA LEVEL

### Master's Degree Equivalent Level

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 40,683	\$ 41,383	\$ 42,283	\$ 43,133
2	42,600	43,300	44,200	45,050
3	44,448	45,148	46,048	46,898
4	45,426	46,126	47,026	47,876
5	47,342	48,142	49,142	50,092
6	48,045	48,845	49,845	50,795
7	50,022	50,822	51,822	52,772
8	51,000	51,800	52,800	53,750
9	55,242	56,142	57,242	58,292
10	56,219	57,119	58,219	59,269
11	65,322	66,922	68,822	70,722
1st Long	1,425	1,625	1,725	1,925
Long 20	66,747	68,547	70,547	72,647
2nd Long	1,425	1,625	1,725	2,025
Long 25	68,172	70,172	72,272	74,672

## C. SCHEDULE FOR PHD LEVEL

### Ph.D. Equivalent Level

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 42,143	\$ 42,843	\$ 43,743	\$ 44,593
2	44,082	44,782	45,682	46,532
3	45,914	46,614	47,514	48,364
4	46,914	47,614	48,514	49,364
5	49,426	50,226	51,226	52,176
6	50,509	51,309	52,309	53,259
7	51,490	52,290	53,290	54,240
8	52,463	53,263	54,263	55,213
9	56,707	57,607	58,707	59,757
10	57,707	58,607	59,707	60,757
11	67,030	68,630	70,530	72,430
1st Long	1,425	1,625	1,725	1,925
Long 20	68,455	70,255	72,255	74,355
2nd Long	1,425	1,625	1,725	2,025
Long 25	69,880	71,880	73,980	76,380



## SECTION 5 PROJECT COORDINATOR

Effective July 1<sup>st</sup> each appropriate year

### A. SCHEDULE FOR BA LEVEL

#### PROJECT COORDINATOR SALARY GUIDE

Effective July 1, in each appropriate year:

##### Bachelor Degree Level

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 33,743	\$ 34,750	\$ 36,750	\$ 38,750
2	34,796	35,396	37,250	39,250
3	36,405	37,005	37,805	39,750
4	38,203	38,803	39,603	40,353
5	40,957	41,657	42,557	43,407
6	41,843	42,543	43,443	44,293
7	42,755	43,455	44,355	45,205
8	43,642	44,342	45,242	46,092
9	46,173	46,973	47,973	48,923
10	47,058	47,858	48,858	49,808
11	48,345	49,145	50,145	51,095
12	50,364	51,164	52,164	53,114
13	59,110	60,610	62,410	64,160
1st Long	1,425	1,525	1,625	1,825
Long 20	60,535	62,135	64,035	65,985
2nd Long	1,425	1,525	1,625	1,825
Long 25	61,960	63,660	65,660	67,810

### B. SCHEDULE FOR MA LEVEL

##### Master's Degree Equivalent Level

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 35,038	\$ 36,250	\$ 38,150	\$ 40,250
2	36,088	36,688	38,650	40,750
3	37,761	38,361	39,161	41,250
4	39,537	40,137	40,937	41,687
5	42,308	43,008	43,908	44,758
6	43,199	43,899	44,799	45,649
7	44,104	44,804	45,704	46,554
8	44,992	45,692	46,592	47,442
9	47,523	48,323	49,323	50,273
10	48,411	49,211	50,211	51,161
11	49,695	50,495	51,495	52,445
12	51,714	52,514	53,514	54,464
13	61,826	63,326	65,126	66,926
1st Long	1,425	1,525	1,625	1,825
Long 20	63,251	64,851	66,751	68,751
2nd Long	1,425	1,525	1,625	1,825
Long 25	64,676	66,376	68,376	70,576



## C. SCHEDULE FOR PHD LEVEL

### Ph.D. Equivalent Level

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 36,329	\$ 37,750	\$ 39,250	\$ 41,750
2	37,381	37,981	39,750	42,250
3	39,111	39,711	40,511	42,750
4	40,909	41,509	42,309	43,059
5	43,642	44,342	45,242	46,092
6	44,551	45,251	46,151	47,001
7	45,436	46,136	47,036	47,886
8	46,344	47,044	47,944	48,794
9	48,857	49,657	50,657	51,607
10	49,763	50,563	51,563	52,513
11	51,026	51,826	52,826	53,776
12	53,068	53,868	54,868	55,818
13	64,557	66,057	67,857	69,707
1st Long	1,425	1,525	1,625	1,825
Long 20	65,982	67,582	69,482	71,532
2nd Long	1,425	1,525	1,625	1,925
Long 25	67,407	69,107	71,107	73,457

## SECTION 6 COORDINATOR

Effective July 1<sup>st</sup> each appropriate year

### A. SCHEDULE FOR BA LEVEL

#### COORDINATOR SALARY GUIDE

Effective July 1, in each appropriate year:

#### Bachelor Degree Level

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 33,243	\$ 34,250	\$ 36,250	\$ 38,250
2	34,296	34,896	36,750	38,750
3	35,905	36,505	37,305	39,250
4	37,703	38,303	39,103	39,853
5	40,457	41,157	42,057	42,907
6	41,343	42,043	42,943	43,793
7	42,255	42,955	43,855	44,705
8	43,142	43,842	44,742	45,592
9	45,673	46,473	47,473	48,423
10	46,558	47,358	48,358	49,308
11	47,845	48,645	49,645	50,595
12	49,864	50,664	51,664	52,614
13	58,610	60,110	61,910	63,660
1st Long	1,425	1,525	1,625	1,825
Long 20	60,035	61,635	63,535	65,485
2nd Long	1,425	1,525	1,625	1,825
Long 25	61,460	63,160	65,160	67,310



## B. SCHEDULE FOR MA LEVEL

### Master's Degree Equivalent Level

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 34,538	\$ 35,750	\$ 37,650	\$ 39,750
2	36,588	37,188	39,150	41,250
3	37,261	37,861	39,661	40,750
4	39,037	39,637	40,437	41,187
5	41,808	42,508	43,408	44,258
6	42,698	43,398	44,299	45,149
7	43,604	44,304	45,204	46,054
8	44,492	45,192	46,092	46,942
9	47,023	47,823	48,823	49,773
10	47,911	48,711	49,711	50,661
11	48,186	49,986	50,986	51,945
12	51,214	52,014	53,014	53,964
13	61,326	62,826	64,626	66,426
1st Long	1,425	1,525	1,625	1,825
Long 20	62,751	64,351	66,251	68,251
2nd Long	1,425	1,525	1,625	1,825
Long 25	64,176	65,876	67,876	70,076

## C. SCHEDULE FOR PHD LEVEL

### Ph.D Equivalent Level

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 35,829	\$ 37,250	\$ 38,750	\$ 41,250
2	36,881	37,481	39,250	41,750
3	38,611	39,211	40,011	42,250
4	40,409	41,009	41,809	42,559
5	43,142	43,842	44,742	45,592
6	44,051	44,751	45,651	46,501
7	44,936	45,636	46,536	47,386
8	45,844	46,544	47,444	48,294
9	48,357	49,157	50,157	51,107
10	49,263	50,063	51,063	52,013
11	50,526	51,326	52,326	53,276
12	52,568	53,368	54,368	55,318
13	64,057	65,557	67,357	69,207
1st Long	1,425	1,525	1,625	1,825
Long 20	65,482	67,082	68,982	71,032
2nd Long	1,425	1,525	1,625	1,925
Long 25	66,907	68,607	70,607	72,957



## SECTION 7 NEWARK EVENING SCHOOL TEXTBOOK CLERK

### NEWARK EVENING SCHOOL TEXTBOOK CLERK

1997-98	1998-99	1999-2000
\$17,292.00	\$17,984.00	\$18,703.00

## NEWARK EVENING SCHOOL ASSISTANT TEXTBOOK CLERK

### NEWARK EVENING SCHOOL ASSISTANT TEXTBOOK CLERK

1997-98	1998-99	1999-2000
\$11,683.00	\$12,150.00	\$12,636.00

## SECTION 8 CORRECTING PAYROLL ERRORS

Payroll errors will be corrected by the next payroll.

## SECTION 9 WRONG STEP

If an employee claims that he/she 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 10 TIME REPORTS

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 11 PAYDAYS

### A. 10 OR 12 MONTH OPTION

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

Those employees who select a twelve ( 12 ) month schedule have two ( 2 ) pay options. **Option 1:** One ( 1 ) check at the end of the school year. **Option 2:** Four ( 4 ) checks paid throughout the summer. An escrow deduction, regardless of option selected, shall be at a rate of 10% of your bi-weekly gross.



**B.** Both ten ( 10 ) and twelve ( 12 ) month employees covered under this agreement shall be paid on a bi-weekly basis- every other Friday.

### C. PAY DATES FOR 1998 - 1999 SCHOOL YEAR

PAYDATES	NO. OF DAYS
September 18, 1998	7 days
October 2, 1998	7 days
October 16, 1998	10 days
October 30, 1998	10 days
November 13, 1998	10 days
November 25, 1998	10 days
December 11, 1998	10 days
December 23, 1998	10 days
January 8, 1999	10 days
January 22, 1999	10 days
February 5, 1999	10 days

PAYDATES	NO. OF DAYS
February 19, 1999	10 days
March 5, 1999	10 days
March 19, 1999	10 days
March 26, 1999	10 days
April 16, 1999	10 days
April 30, 1999	10 days
May 14, 1999	10 days
May 28, 1999	10 days
June 11, 1999	10 days
June 25, 1999	10 days
June 29, 1999	7 days
(Last day of school)	

### PAY DATES FOR 1999 - 2000 SCHOOL YEAR

- Finalized pay dates for the 1999-2000 school year were not available at the time of contract printing

- When available, the pay dates for the 1999-2000 school year may be affixed here

### SECTION 12 MAILED CHECKS

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 13 EVENING SCHOOL SCHEDULE AND QUALIFICATIONS

The Accredited Evening High School employees shall be paid at the rate of 3/4<sup>th</sup> 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 14 EXPENSES FOR ATTENDANCE COUNSELORS, SPECIAL INVESTIGATORS, COURT REPRESENTATIVES AND HOME INSTRUCTORS

#### EXPENSES EFFECTIVE

Effective July 1<sup>st</sup> of each appropriate year

1997-98	1998-99	1999-2000
\$45.00	\$45.00	\$45.00
Per month	Per month	Per month



## **SECTION 15 COMPENSATION FOR GUIDANCE COUNSELORS**

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

## **SECTION 16 RECREATION DIRECTORS**

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 17 PAYROLL CHECK PICKUP FOR ITINERANTS**

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

## **SECTION 18 TRANSPORTATION REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILES AND PUBLIC TRANSPORTATION IN THE PERFORMANCE OF OFFICIAL WORK**

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

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

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

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

### **C. DEPARTURE POINT**

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

### **D. PUBLIC TRANSPORTATION OR IRS MILEAGE ALLOWANCE**

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

### **E. MONTHLY VOUCHERS**

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

### **F. REIMBURSEMENT WITHIN 30 WORKING DAYS**

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

## **SECTION 19 - COORDINATOR STIPEND**

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 20 GRANT PROGRAMS**

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 \$35.00 for 1998-99 with a cap of \$1,050 and \$37.00 for 1999-2000 with a cap of \$1,110 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 21 SALARY HOLD BACK**

The Newark Public Schools and the Union agree to a one week hold back of pay.

## **ARTICLE XVII - 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 SIGHT AND HEARING TESTING**

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 XVIII - 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 XIX - 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 XX - 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 XXI - 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<sup>rd</sup> 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 XXII - MATTERS NOT COVERED**

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

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

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

The 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 without prior negotiations with the Union.

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

Negotiations on a new contract shall commence no sooner than October 1, 1999 upon the receipt from the Union of a written request for same. Negotiations for a new contract are subject to NJSA 34:13A-1 et seq.

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

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

When a new job title or new category of employees whose activities are substantially similar to those of three ( 3 ) hour aides, six ( 6 ) hour aides, school clerks and non-administrative instructional personnel are established by the Newark Public Schools, the Newark Public Schools shall provide the Union with notice thereof, thirty ( 30 ) days in advance of it's establishment.

### **B. UNION JURISDICTION**

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

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

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

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

In the event the parties fail to agree on the working conditions of such title or category, the Newark Public Schools may fill the position on the thirty-first ( 31<sup>st</sup> ) 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 XXIV - PEER COACHES AND/OR MENTOR TEACHERS**

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

During the 1998-99 school year the NPS shall provide coverage for twenty ( 20 ) teachers to participate in the five ( 5 ) day Educational Research and Development Program (ER&D). The NPS also provide substitute coverage for the two ER&D trainers. The trainers will be selected by NTU.

The days on which the training will occur will be mutually agreeable. The ER&D Program may be extended to subsequent school years.

### **SECTION 2 TEACHER ASSISTANCE PROGRAM (TAP)**

A teacher assistance program shall be conducted each year. The Program is designed to give tenured teachers who have received an annual rating of unsatisfactory an opportunity to strengthen their pedagogical and content knowledge.

Throughout a period of one year, Teacher Assistance Program Teachers will work with tenured teachers who have received an unsatisfactory annual rating to improve their instructional skills, content knowledge, management skills and professional attitudes. Throughout the length of the program, teachers will be encouraged to be self-evaluative, reflective and corrective. This intensive program is an attempt to bring the marginal teacher to a satisfactory level of performance.

### **SECTION 3 MENTOR PROGRAM**

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

## **SECTION 4 IN-SERVICE COURSES: (NTE) NATIONAL TEACHERS EXAMINATION**

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

## **ARTICLE XXV - 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 XXVI - 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 XXVII - 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 XXVIII - 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 XXIX - NO STRIKE**

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

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

##### **SECTION 2 NO LOCKOUTS**

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

#### **ARTICLE XXX - 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 XXXI - 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 XXXII - DURATION**

This agreement and each of its provisions shall be binding and effective as of the 1st day of July 1997 and shall continue in full force and effect until and through the 30<sup>th</sup> day of June 2000.

In Witness Whereof, the Union and the Newark Public Schools ratified this document as of March 2, 1998.



