

Newark Teachers Union / Newark Board of Education Tentative Contract Settlement

Updated: August 8, 2019

Important things to remember

- This settlement only addresses things that were changed in the new agreement. Any provision not listed stays the same as in the old agreement.
- Percentage increases refers to the total amount of money added to total annual amount budgeted for salaries by NBOE, not raises for individuals.

Summary

- Five Year Contract
 - SY2019-2020 - 2.910%
 - SY2020-2021 - 2.938%
 - SY2021-2022 - 3.128%
 - SY2022-2023 - 3.254%
 - SY2023-2024 - 3.332%

Total increase: 15.561%

Average increase: 3.112%

State Average is 3.04%

Highlights – Part 1 of 2

- All employees advance toward the maximum step each year in real dollar and percent terms.
- Teachers already at the maximum step receive an average increase of \$1,215 per year.
- Longevity amounts are increased for the first time since 2008-09.
- Salary guide compression on BA/MA/PhD guide to allow for faster progression of steps
- The Universal salary guide is eliminated and true Masters and PhD guides are added.

Highlights – Part 2 of 2

- Elementary teachers will be guaranteed five preparation periods per week. Tighter language about how preps can be used (TEACHER-DRIVEN PREPS)
- A committee is formed to review, revise, monitor and implement the Evaluation (new or otherwise)
- Increases to per diem rates, after school rates, and co-curricular rates (formerly known as EXTRA-curricular)
- The tuition reimbursement pool is increased and individual teachers can receive more dollars per credit.

Remove Reform

- Article V: General Conditions of Employment, Remove Section 2 A, B, C, D
- What does this mean?
 - All remains of the state takeover including Site Based Decision Making, Turnaround and Renew Schools, Election to Work have been removed from the contract.

School Calendar

- Article V: Section 3: General Conditions of Employment, Modify B
 - There shall be scheduled no more than 182 pupil days and 188 work days for employees covered by this agreement, ~~except as noted in Article V Section 2, C and D.~~ The 2020-2021 school year calendar shall not require teachers to report prior to September 1.
- What does this mean?
 - Removed reform language allowing Turnaround schools to come in early.
 - In 2020-2021, we will be ten month employees again

New Teachers

- Article V, Section 3.D – Language modified to read:
 - Teachers in their first year of teaching **with the District** may be required to attend one (1) meeting per month, up to two hours in length for the purposes set forth herein **without additional compensation.**
- What does this mean?
 - This was already in the contract, language was tightened and clarified to reflect the intention of the contract provision.

Prep Periods for Elementary School Employees

- **Article V, Section 4.B.5: Modified as follows:**
 - **Teachers shall have those periods during which specialists cover their classes set aside for preparation as defined in Article V, Section 5.A.8 of this Agreement. All elementary school teachers shall receive a minimum of five (5) preparation periods in a five (5) day week. Three (3) of the five (5) weekly preparation periods shall be self-directed by the teacher. Two (2) of the five (5) weekly preparation periods shall be directed by the building administration for activities such as, but not limited to, grade level meetings and common planning.**

Aide Job Description

- Article V.10.A – DELETE THIS OBSOLETE SUB-SECTION REPLACE WITH ;
- The duties of classroom aides shall be in accordance with the NJ Department of Personnel job description.
- What does this mean?
 - The current contract refers to a Title 1 Proposal from 1970-1971 that no longer exists. We wanted to see job descriptions in line with current law and practices.

Peer Oversight Committee

- Article V, Section 13.J
 - DELETE from the Agreement and **REPLACE** with “**A committee shall be established to develop a new evaluation document and to review the implementation of said document. The committee shall be composed of a maximum of five Union and five Superintendent appointees.**”
- What does this mean?
 - Instead of the Peer Oversight Committee as it exists now, we will have a Evaluation Committee that will be working to monitor the district’s evaluation progress to ensure it falls in line with state requirements and best practices.

School Improvement Panel

- Article V, Section 13.J – School Improvement Panel. Modifies as follows
 - 1.a The School Improvement Panel (SIP) shall include the Principal, or his/her designee, who is serving in a supervisory capacity, an assistant or vice principal and a minimum of **2 teaching staff members**... The teaching staff members shall be persons with a demonstrated record of success in the classroom who shall be selected **with the consent of the Union**. An individual teacher shall not ...
 - ***2. This subsection refers to sub-sections of the Agreement that are no longer included in the Agreement and must be corrected.***
- What does this mean?
 - NTU is given more control over the staff selected to serve on the School Improvement Panel.

Pick up and dismissal procedures

- Add Article V.4.B.6:
 - Classroom teachers in the elementary schools shall be required to meet their classes at the school's designated location at the beginning of the school day and return their students to the designated exit at the end of the school day.
- What does this mean?
 - This is an attempt to create a more unified pick up and dismissal procedure throughout the district. This does not change teachers' punch in, reporting, or punch out times.

Back to School Night/Parent Teacher Conferences

- Article V Section 6 Evening School Meetings – Modified as follows:
 - **As part of their professional services all teaching staff members shall be required to attend Back-to-school night from 6:00 to 8:00 PM.**
 - **The dates for Back-to-school Night and the Parent Teacher Conferences shall be given to the employees not later than the first teacher work day of the school year.**
 - **Teachers will only be required to attend one (1) Back-to-school night in accordance with their grade assignment or as determined by the building principal.**
 - All teaching staff members shall be required to remain in the school following the conclusion of the student day for the purpose of conducting parent teacher conferences two (2) times per school year. The parent teacher conference days shall be scheduled on minimum length student days, one (1) conference day will be scheduled in the fall semester and one (1) will be scheduled in the spring semester.
 - The parent teacher conference time shall begin fifteen (15) minutes after the students depart and shall end not later than 7:00 PM. Food service shall be available for the teaching staff members in the school. **A one (1) hour meal break for each teaching staff member shall be scheduled to begin in the vicinity of 4:00 PM.**
 - The parent teacher conferences shall be scheduled through collaboration among the teacher, the administrator and the parent.

Discretionary Fund

- Article V, Section 21.J.B – Effective September 1, 2020 – the discretionary fund shall increase from \$90 to \$150 per teacher.

Professional Improvement Fund

- Article V, Section 22 – Effective September 1, 2019, increase the individual limit from \$500 to \$700

Athletic Trainer

- Article V, Section 25 – The operative parts of the Memorandum of Agreement covering Athletic Trainers will be added to the Agreement as a new section

Summer/After School Rates

- Article VII, Section D: Change title of section to Summer/After School Rates

	September 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
Teachers	\$38.00	\$39.00	\$40.00	\$41.00	\$42.00
CST	\$39.00	\$40.00	\$41.00	\$42.00	\$43.00
School Clerks	\$25.00	\$26.00	\$27.00	\$28.00	\$29.00
Perm. Aides	\$21.00	\$22.00	\$23.00	\$24.00	\$25.00

Per Diem Rates

- Per Diem teachers raised to \$130/\$150 per day Effective September 1, 2021
- Per Diem aides raised to \$16 per hour Effective September 1, 2021

Longevity

- **Modify the last sentence of both sections as follows.** “Employees hired after April 1, 2017 shall not be eligible for longevity during their career in the district. **For the purpose of this section, employees who were in the NTU bargaining unit prior to April 1, 2017 will not be treated as new hires if they moved to a non-NTU position in the Newark Board of Education and return to the NTU bargaining unit.**”
- Effective September 1, 2019
 - Long 20 for teachers and CST will increase to \$4000
 - Long 25 for teachers and CST will increase to \$4000
 - Long 30 for teachers and CST will increase to \$1500

Sick and Personal Days

- Article X Section 1 Sub-sections A and E – The word “teacher” is changed to “employee” so that all members of the bargaining unit are included in sick and personal days.
- What does this mean?
 - Tightening contract language to make it clear that all members of the bargaining unit get their 12 sick days and 5 personal days, not just teachers.

Snow Day Absences

- Article X Section 1 Sick and Personal Leaves – REPLACE the in-operative Sub-section G with the following sub-section.
 - When a school or the schools are closed due to emergencies (inclement weather etc.) any employee who was previously scheduled to be absent that day for sick, personal, or intermittent FLA or FMLA leave will not be charged with a day of absence.
- What does this mean?
 - We have had issues in past with staff who called out in advance being charged a sick or personal day when school was closed. Staff should never be penalized for being considerate of the needs of the school community.

Personal Day Buyback

- Article X Section 1 ADD A NEW SUB-SECTION I ANNUAL CONVERSION OF UNUSED PERSONAL DAYS
- Employees who use no more than a total of five (5) sick and/or personal days during a school year may at their option, either (1) receive compensation for the unused personal days at the end of the school year at the rate of two hundred dollars (\$200) per day or (2) carry over the unused personal days to the next school year as accumulated sick leave days.
- The maximum payment is one thousand dollars (\$1,000). Election must be made by the last day of the school year. No employee shall be allowed to increase his or her accumulated leave by any combination of unused sick and personal days by more than 15 days in any one year pursuant to N.J.S.A. 18A:30-7.
- What does this mean?
 - While the law does not allow for staff to buy back sick days, they still allow for personal days, so we are implementing this system for staff who choose to do so.

Subpoena

- **Article X Section 4.B SUBPOENA -
MODIFY AS FOLLOWS**
- No deduction of salary of a regular employee shall be made for absence on account of court subpoena if the subpoena is related to their employment with the Newark Public Schools or related to a civic responsibility such as a witness to an accident.

Bereavement Days

- Article X Section 4.A Death in Immediate Family/Household – MODIFY the last sentence as follows.
- The immediate family and household are defined as follows: spouse, domestic partner, civil union partner, child including step and foster, parent including parent-in-law and step-parent, sibling, grandparent, grandchild, legal ward and legal guardian.

Retirement Notice

- Article X Section 6.A 90 Day Notice – REPLACE the word “teacher” with “employee.”
- What does this mean?
 - Tightening contract language to make it clear it includes all members of the bargaining unit.

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Health Benefits Language Cleanup

- **Article XII:**
 - DELETE the obsolete sections A. Supplemental Fringe Benefits. Add appendix referencing changes made in 2015 MOA regarding SFB.
 - Delete Obsolete Section C. Waivers.
 - ADD – The Board, in its sole discretion and without any duty to negotiate with the Union, may change insurance carriers during the term of the Agreement provided there is no reduction in benefits.
- What does this mean?
 - Clearing out obsolete language from contract and bringing contract in line with state law.

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Flexible Spending Account

- Article XII E- Change language to “NTU members have option to contribute to flexible spending account...to limits allowed by law.”
- What does this mean?
 - Updated language to make the caps for contributions to flexible spending accounts to be automatically adjusted as the legal limits change year by year.

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Extracurricular Activities

- Change title to Co-Curricular Activities
- See attached appendix for complete list of updated amounts.

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Artistic Production

- Article XIII Section C.3 Extra-curricular Salary Guide – in the list of positions change “Drama” to “Artistic Production.”
- What does this mean?
 - There were performance types that were falling through the cracks of extracurricular because of the limiting title of “drama.” So we updated to include drama, dance, musical productions, etc.

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MA/PhD

● **ARTICLE XIV TEACHERS SALARY**

- Effective July 1, 2019, the differential between the Bachelor Guide and the Master's guide shall be one thousand dollars (\$1,000) and the differential between the Bachelor's Guide and the Doctorate Guide shall be two thousand dollars (\$2,000). Effective September 1, 2020, the differentials above the Bachelor's Guide shall increase to \$2,000 and \$4,000 respectively.

MA/PhD

- Article XIV Section 1.C – The title “Universal Salary Guide” is changed to “Bachelor’s Degree” and new Master’s and Doctorate columns will be created with the same number of steps as the negotiated Bachelor’s guide. Teachers who were paid on the Master’s and Doctorate guides during the 2018-19 school year will continue to be paid on those legacy guides with step advancement and negotiated pay increases for the duration of their employment with the Newark Public Schools in teaching positions.
- The teacher must have been awarded the Master or Doctor degree prior to July 1st of each school year **for movement on September 1st and prior to December 1st for movement on February 1st.** The degree must be from a duly authorized institution of higher education as defined in N.J.S.A. 18A:3-15.3. The degree must be in a field that is related to the teacher’s current or future aspiring teaching responsibilities or educational leadership as defined in N.J.S.A. 18A:6-8.5.

MA/PhD

- Article XIV Section 16, Equivalency Credits – DELETE the current section and REPLACE as follows.
- Teachers who advanced to a salary guide column above the Bachelor's column prior to June 30, 2019, and whose advancement was based on 'equivalency credits' shall remain on the higher legacy salary guide column for either the duration of their employment with the Newark Public Schools or until the teacher moves from the legacy Master's guide to the legacy Doctoral guide.

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MA/PhD

- Article XIV.1.B.5 Those teachers who did not move from the prior Master's or Doctor's guide to the Universal scale in 2012 will continue to advance on the legacy Master's and Doctor's guide, with negotiated increases to those guides, until the teacher reaches the highest paid step on the guides. **Teachers who were placed on the Legacy Master's and Doctor's guide based on credits above the Bachelor's guide who have a Master's or Doctor's degree that qualifies in accordance with N.J.S.A 18A:6-8.5 may, at the teacher's option, advance to the Master's or Doctor's guide. Advancement to the Master's or Doctor's guide shall be to a step that has the next higher salary above the teacher's salary on the Legacy guide without regard to step or years of service.**

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Employees advancing to higher paying salary Guide

- Article XIV.1.B.6 Employees advancing to a higher paying salary guide within the bargaining unit (other than the Master's and Doctor's guides) shall be placed on a step on the higher paid guide that is immediately above the employee's salary prior to the move to the higher paid guide. Example: teacher to child study team and school clerk to senior school clerk. Teacher initially employed with prior experience shall not be placed on a salary guide step that is higher than the salary guide step of a teacher whose total teaching experience is in the Newark Public Schools except as permitted by Article XIV.1.F and G.

Bonuses

- **XIV.1.D DELETE section D Rewards and Performance from the Agreement.**
- **No more Highly Effective Bonuses**

Incorrect Salary

- XIV.15 Incorrect Salary – If an employee claims that s/he has been receiving an incorrect salary applicable to her/him and her/their claim is found to be in fact correct, the salary payments to the employee shall be immediately corrected by the Payroll Department and retroactive payment shall be made to the employee **period that shall not exceed four (4) years plus the balance of the school year during which the error is discovered.** Such adjustment shall also be made if such an incorrect placement is discovered by the Payroll Department even if the employee makes no claim.

Wrong Step

- Article XIV Section 18, Wrong Step –
DELETE this section from the Agreement.
- What does this mean?
 - Redundant language with Section XIV.15
Incorrect Salary

Step Withholding

- Article XIV.1.A DELETE Section A and sub-sections a to e and replace with “The granting of employment and adjustment increments is not automatic. Employment and/or adjustment increments may be withheld for performance and/or disciplinary reasons in accordance with N.J.S.A. 18A:29-14
- What does this mean?
 - This removes the district automatically withholding a step for staff who received ineffective or partially effective on their evaluations.

February Increment

- Add: Article XIV.1.B.7 Employees hired between July 1st and October 15th will advance one step on the salary guide on July 1st or September 1st of the next school year. Employees hired between October 16th and February 28/29th will advance one step on the salary guide on February 1st of the next school year. Employees hired on or after March 1st will remain of the step on the salary guide on which the employee was hired. Step advancement on the salary guide is not automatic and is contingent upon effective performance.
- What does this mean?
 - Makes clear when staff move up steps based on hiring date (based on NJ Code).

New Positions

- Article XIV.1.H (NEW) Salary guides for newly created bargaining unit positions will be subject to negotiation between the Board and the Union.
- What does this mean?
 - Codifies what already exists as per our contract and the law.

Tuition Reimbursement

- Article XX Tuition Reimbursement – Effective July 1, 2019, the Tuition Reimbursement fund shall be increased from \$260,000 to \$315,000 for teachers and from \$27,000 to \$30,000 for aides and clerks.

Tuition reimbursement per credit raised to \$300.

Tuition Reimbursement – Hard to Staff Page 1

- Article XX Section 1 Tuition Reimbursement – ADD the following sub-sections.
- Prior to the last teacher work day of each school year the Superintendent, or his/her designee, and the NTU President, or his/her designee, plus the Executive Director of Human Resources and one other person designated by the NTU shall meet to establish a list of teacher certification areas (if any) in which the district is currently having difficulty filling vacancies. This approved list (if any) shall be posted on the district web-site not later than the last teacher work day. Teachers who matriculate in a degree granting program leading to certification in a difficult to fill position on that year's list will receive tuition reimbursement for the full cost per credit, not to exceed nine hundred dollars (\$900) per credit, for courses that are part of the degree program. To remain in this enhanced tuition reimbursement program the teacher must satisfactorily complete twelve (12) credits per school year (July 1 to June 30). Whenever the district has a partnership program with an accredited university leading to a degree in any difficult to fill certification on the approved list the teacher's reimbursement rate will be limited to the rate charged by the partnership program.

Tuition Reimbursement – Hard to Staff Page 2

- Teachers who participate in this program must remain in the employ of the Newark public Schools for a minimum of three (3) years following completion of the degree. Failure to remain with the NPS will require the teacher to reimburse the school district a proportionate share of the funds received based on the number of months the teacher did remain in the employ of the NPS. Teachers whose employment with the NPS is involuntarily terminated for any reason shall not be subject to this reimbursement requirement.
- Upon completion of the degree the teacher must seek certification in the hard to staff area of certification. The teacher will be assigned to a position in the new area of certification as soon as a vacancy is available.
- What does this mean?
 - Make additional money available for staff who are getting degrees to fill hard to staff subject areas.

Agency Shop

- **ARTICLE XXV AGENCY SHOP DELETE**
the Article as follows.
 - **WORKPLACE DEMOCRACY
ENHANCEMENT ACT**
 - The Board and the Union shall comply with the terms of the NJ Workplace Democracy Enhancement Act.
- What does this mean?
 - Agency Shop no longer exists under the law, so we adjusted contract to match current law and practice.

Curriculum Committee

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 of Newark. In order to involve the direct participation of the Newark Teachers Union, as the collective negotiations representative of teachers and other instructional employees, in the process, the Newark Board of Education agrees that 1/3rd of all members of any curriculum committee, present and/or future, may be represented and appointed by the Newark Teachers Union.

Contract Reopener

The parties agree that there shall be a Contract Re-Opener to discuss salary increases only for the 2023-2024 contract year. The parameters of this negotiation shall be to discuss the amount of the 2023-2024 increases to the legacy salary guides with a minimum of the guides agreed to at the time of ratification.”