

329-X-623



TEACHER-CLERK
AGREEMENT BETWEEN THE BOARD OF
EDUCATION OF THE CITY OF NEWARK
AND THE NEWARK TEACHERS UNION,
LOCAL 481 A.F.T./AFL-CIO
JULY 1, 1988 - JUNE 30, 1991

**NEWARK TEACHERS UNION
OFFICERS AND EXECUTIVE BOARD
1987-88**

PRESIDENT
CAROL A. GRAVES

TREASURER
Vincent E. Altieri

EXECUTIVE VICE PRESIDENT
Joseph Del Grosso

FINANCIAL SECRETARY
Camille Gonzalez

VICE PRESIDENTS
Janette Colon-Jorge
Flora Hamlett
Robert Palumbo
William Troublefield

RECORDING SECRETARY
Christine Roz Samuels

**LEGISLATIVE
REPRESENTATIVE**
Antionette Baskerville

CORRESPONDING SECRETARY
Taft Orr

SARGENT-AT-ARMS
August Schillizzi

EXECUTIVE BOARD

Lenore Catena
Dominick DeNardo
Rochelle Hutcherson
Thomasina Lemon
Howard Morton
Patrick Washam

Dianne Davis
Elizabeth Hayman
Tecla Lavin
Avant Lowther, Jr.
Merle Schwartz
Mozelle Williams

NEWARK TEACHERS UNION NEGOTIATING TEAM

Carole A. Graves, President
Clara Dasher, Assistant to the President
Janette Colon-Jorge
Joseph Del Grosso
Flora Hamlett
Robert Palumbo
William Troublefield
Pietro M. Petino, Director of Organizations
Michael A. Porcello, Chief Negotiator
Anita Tur, Staff Representative

CONSULTANTS: Paraprofessional Steering Committee
Clerks Steering Committee
Guidance Counselor Association
Educational Media Specialist Association
Speech Pathologist Association

BOARD OF EDUCATION

PRESIDENT

Mr. Charles A. Bell

FIRST VICE PRESIDENT

Mr. John Mavilla

SECOND VICE PRESIDENT

Ms. Eleanor George

Mr. Malcolm George

Ms. Rhonda Hughes

Ms. Ivette Alphonso

Mr. Raymond Stabile

Mr. Louis Turco

Ms. Evelyn Williams

BOARD OF EDUCATION NEGOTIATING TEAM

Eugene Campbell

Charles A. Bell

Raymond Stabile

Edith Gallimore

Raymond Giacobbe

Bessie White

Lorraine Martin

Carolyn Ryan Reed

Lynnette Cooke Crooms

Connie McAdams

TABLE OF CONTENTS

Incorporation of Mediators Recommendations and Mayor's Suggestions	1
Declaration of Intent	2
Agreement	2
Article I - Recognition	2
Section 1 - Unit Members	2
Section 2 - Employee Defined	3
Section 3 - Equal Union Representation	3
Article II - Non-Discrimination Clause	3
Section 1 - Causes	3
Section 2 - Employee Organizations	3
Article III - Grievance Procedure	3
Section 1 - Definition of Grievance	3
A - Prevailing Policy or Practice	3
B - Regulations of Orders	4
C - Union Right to Initiate	4
Section 2 - Procedures	4
A - Representation	4
B - Times for Meeting or Hearings	4
Step 1 - Informal Conference	4
Step 2 - Principal	4
Step 3 - Superintendent	5
Step 4 - Arbitration	5
A - Request for Binding Arbitration	5
B - Arbitration Award	5
1 - Endorsement	5
2 - Panel	5
C - Arbitration Panel Powers	6
D - Arbitration Panel Limits	6
E - Fee and Expenses	6
Section 3 - General Provisions	7
A - Notice Procedures	7
B - Persons Proper to Hearings	8
C - Supervisor Caused Grievances	8
D - Union Arbitration Choices	8
E - Reprisals Not Allowed	8
F - Time Limits	8
G - Year End Resolutions	8
H - Grievances and File, Promotion, Placement	8
I - Filing Forms	8

Article IV - Union Rights	8
Section 1 - Leave for Union Services	8
Section 2 - Negotiations and School Time	9
Section 3 - Bulletin Boards	9
Section 4 - Union Meetings	9
A - Union Schoolwide Meetings	9
B - Union Citywide Meetings	10
Section 5 - Meetings with Principals	10
A - Union Principal Meetings	10
B - Union Representation Formula	10
C - Individual School Policies	10
Section 6 - Availability of Information	10
Section 7 - Distribution of Literature	11
Section 8 - Board Union Conferences	11
Section 9 - School Visitation by Union Representatives	11
A - Union Representatives	11
B - Classroom Visitation	11
C - Notification of Building Representatives	11
Section 10 - Union Representation at Board Meetings	12
Section 11 - Leave for Union Convention	12
A - Conventions	12
B - Legislative and Governmental Bodies	12
C - Number of Days Available	12
D - Limitation of Representatives	13
Section 12 - Dues Deductions	13
Section 13 - Other Deductions	13
Section 14 - Examinations Psychologists and Social Workers	13
Section 15 - Super Seniority	13
Section 16 - Use of School Phones	14
Article V - General Condition of Employment	14
Section 1 - Fair Employment Practice	14
A - Tenure Employment Practice	14
B1 - Non-Tenured Suspension or Discharge	14
B2 - Non-Tenured Notification Date	14
Section 2 - Calendar	14
A - Work Year	14
B - Orientation Day	14
C - School Calendar 1988-1989	15
D - Prior Practice Establishing School Calendar	16
Section 3 - Teacher Schedule and the School Day	16
A - Building Representatives	16
B - Elementary School	16
1 - Signing In	16

IV

2 - End of Day	16
3 - Elementary Schedule	16
4 - Teacher of Part-Time Classes	17
5 - Preparation Periods Elementary	17
C - Special Schools and Special Classes	17
1 - Hours of Service	17
2 - Preparation Period Special	18
D - Secondary Schools	18
E - Absenteeism and Tardiness	19
F - Signing in Time Book	19
Section 4 - Class Assignments	19
A - Assignments and Certification	19
1 - Area of Certification	19
2 - Assignment of Child Under N.J. Administrative Code	20
B - Number of Subjects	20
C - Room Assignments	20
D - Notice of Schedule	20
E - Excuse from Specific Duties	20
F - Consecutive Assignments	20
G - Period Assignments	21
1 - Secondary Teaching Class Per Day	21
2 - Volunteer Substitute Duty	21
H - Pool Substitutes	21
I - Evening Parent's Open House	21
J - Posting of Schedules	21
K - Preparation Period Defined	21
Section 5 - Class Size	21
A - Kindergarten	22
B - Elementary Classes	22
C - Junior High Classes	22
D - Senior High Classes	22
E - Special Education Classes	22
F - Activity Classes	22
G - Non-English Classes	22
H - Physical Education Classes	22
I - Departmentalized High Classes	22
J - Exceptions	22
1 - Lack of Available Space	22
2 - Part-time Schedule	23
3 - Experiment Instruction	23
4 - Team Teaching	23
5 - Added Students	23

V

6 - Unavailability of Teachers	23
K - Relief for Exceeded Limits	23
L - Relief Effort Possible	23
M - Summer School Class Size	23
Section 6 - Seniority	23
A - Defined	23
B - Factor in Dispute	23
Section 7 - Promotions	23
A - Positions	23
1 - Listed Position	23
2 - Notice of Vacancy	24
3 - Time of Posting	24
4 - Right to Apply	24
B - Procedures	24
1 - Applications	24
2 - Qualifications	24
C - Higher Positions Procedures	24
D - Promotional Procedures Changes	24
Section 8 - Assignment and Transfer	25
A - Voluntary Transfer from School to School	25
1 - June 1 Vacancies Listed	25
2 - Applications for Transfer	25
3 - Selection for Transfer	25
4 - Reason for Not Transferring	25
B - Reassignment Within a School	25
1 - Notification to Principal	25
2 - Principal's Criteria	25
C - Involuntary Transfer from School to School	25
1 - Prohibited	25
2 - Written Reason	26
Section 9 - Necessary Duties	26
A - Elementary Teachers	26
B - Secondary Teachers	26
C - Per Diem Substitutes and Three Hour Aides	26
D - Voluntary Activities	26
E - Expenditures, Volunteer, Aides Positions Maintained	26
F - Duty-Free Lunch Period	26
Section 10 - Teacher Performance Evaluation and Personnel Files	26
A - Signed Notice of Evaluation	26
B - Rating	26
C - Monitoring or Recording Prohibited	27
D - Opportunity to Read	27
E - Copy of Evaluation to Teacher	27

VI

F - Right to Inspect File	27
G - Confidential Files	27
H - Revision of Forms	27
I - Demonstration Lesson	27
Section 11 - Letters of Recommendation	27
Section 12 - Teacher Facilities	28
A - Classroom Storage Space	28
B - Teacher Workroom	28
C - Faculty Lounge with Telephone	28
D - Teacher Restrooms	28
E - Communications System	28
F - Security Guard	28
G - Intruders Excluded from School Grounds	28
H - Unfit Classroom Conditions	28
I - Psychologists, Social Workers Facilities	29
Section 13 - Faculty Meeting	29
Section 14 - Pupil Grades	29
Section 15 - Teacher Grade Book	29
A - Keeping of Grades	29
B - Availability of Grades	29
Section 16 - Administrative Summons	30
Section 17 - Class Interruptions	30
Section 18 - Solicitation of Funds	30
Section 19 - Supplies and Instructional Materials	30
A - Texts and Materials	30
B - Discretionary Fund	30
C - Psychologists-Social Workers Supplies	30
D - Learning Disabilities Teacher Consultants Material	31
Section 20 - Inservice Workshops	31
A - Ten Workshops Per School Year	31
B - New Teacher In-Service-Monthly	31
C - New Teacher After School In-Service	31
Section 21 - Professional Improvement Fund	31
Section 22 - Verification of Employment	32
Section 23 - Placement in Positions	32
Article VI - Teacher Protection	32
Section 1 - Negligence	32
A - Cost of Defense	32
B - Reporting of Personal or Property Damage	32
Section 2 - Assault and Personal Injury	32
Section 3 - Compensation	32
A - Salary and Sick Day Protection	33
B - Award Restriction	33

VII

Article VII - Summer School and Summer Recreation Programs	33
A - Qualifications	33
B - Posting	33
C - Selection	33
D - Pay Rate	33
E - Grieve Non-Appointment	34
Article VIII - School Clerks	34
Section 1 - Salary	34
A - School Clerks (10 month)	34
B - School Clerks (12 month)	35
C - Organization Day	36
Section 2 - Sick and Personal Days	37
Section 3 - Job Description	37
Section 4 - Overtime	37
Section 5 - Workday	37
A - Definition	37
B - Noncompulsory Overtime	37
C - Work Break	37
D - Monitor or Supervise Students	37
Section 6 - Longevity	38
Section 7 - Time Reports	38
A - Special Telephone Connection	38
B - Per Diem Substitute Time Reports	38
Article IX - Cultural Pluralism	38
A - Communicative Dates	38
B - Bi-Lingual and Multi-Lingual Teachers	38
Article X - Leaves	38
Section 1 - Sabbatical Leave	38
A - 7 year, 14 year Leave	38
B - Service Requirement	38
C - Eligibility	38
D - Salary	39
E - Per Cent Eligible	39
Section 2 - Terminal Leaves	39
Section 3 - Sick and Personal Leaves	40
A - Number of Days	40
B - Additional Sick Days	40
C - Unused Sick Days	40
D - Exhausted Sick Leave	40
E - Personal Days	40
F - Sexual Equality of Leave Privileges	40
G - Paycheck Pick-up	40

VIII

H - Prorated Sick Days	40
I - Conversion of Sick and Personal Days	40
Section 4 - Maternity Leave	41
A - Length	41
B - Return to Service	41
C - Extended Maternity Leave	41
D - Seniority and Salary	41
E - Seniority Rights	41
Section 5 - Military Leave	41
A - Inducted Teachers	41
B - Civilian Work	41
C - Salary Schedule Placement	42
D - Reinstatement and Seniority	42
Section 6 - Existing Leave Policy	42
A - Death, Immediate Family	42
B - Near Relative	42
C - Court Subpoena	42
D - Quarantine	42
E - Conferences	42
F - Marriage	42
Section 7 - Maintenance of Rights and Benefits	42
A - Benefits on Leave	42
B - Return from Leave	42
Section 8 - Reserve Duty	42
Article XI - M.E.S. (More Effective School)	42
Article XII - Teacher-Clerks	43
A - Return to Classroom	43
B - Education Courses at Board Expense	43
Article XIII - Supplemental Fringe Benefits	43
A - Maintenance of Benefits	43
B - Review of Benefit Provider	44
Article XIV - Long Term Substitutes	44
A - Permanent Appointment	44
1 - Employed prior to Feb. 1, 1971	45
2 - Employed after Feb. 1, 1971	45
B - Sick Days and Personal Days	45
C - Salary Guide	45
D - National Teachers Examination Course	45
E - Per-Diem Substitute Teacher Schedule	45
Article XV - Extra Curricular Activities and Supplementary Compensation	46
A - General Provisions	46
1 - Eligibility	46

IX

2 - Selection	46
3 - In-Service Credit	46
4 - Minimum Teachers Assigned to Recreation Centers	46
5 - Sexual Equality of Coaches Pay	46
B - Clubs and Activities	46
1 - Applications	46
2 - Eligibility	46
3 - Principal Appointment	46
4 - Reason for Non-Selection	47
5 - Appointment Protection	47
6 - Preference for Position	47
7 - Rotation of Appointees	47
C - Extra Curricular Compensation	47
Article XVI - Specialists	48
A - Investigate Improved Effectiveness	48
B - Study Working Conditions	49
C - Implementation	49
Article XVII - Teacher Salary	49
Section 1 - Teacher Salary Schedule	49
A - Schedule for B.A. Level	49
B - Schedule for M.A. Level	50
C - Schedule for Ph.D Level	50
D - Longevity	51
E - Prior Credit	51
F - Equivalency Credit	51
Section 2 - Psychologists, Social Workers and L.D.T.C. Salary Schedule	52
Section 3 - Consulting Psychiatrists, Physical Therapist Assistant, Textbook Clerk and Assistant Textbook Clerk	52
Section 4 - Special Investigators and Court Representatives	53
Special Investigations	53
A - Schedule for B.A. Level	53
B - Schedule for M.A. Level	54
C - Schedule for Ph.D Level	54
Court Representatives	55
D - Schedule for B.A. Level	55
E - Schedule for M.A. Level	55
F - Schedule for Ph.D Level	56
Section 5 - Project Coordinators	56
A - Schedule for B.A. Level	56
B - Schedule for M.A. Level	57
C - Schedule for Ph.D Level	57

Section 6 - Coordinators	58
A - Schedule for B.A. Level	58
B - Schedule for M.A. Level	58
C - Schedule for Ph.D Level	59
Section 7 - Correcting Payroll Errors	59
Section 8 - Wrong Step	59
Section 9 - Time Reports	59
Section 10 - Paydays	60
A - 10 or 12 Month Option	60
B - Paid Dates	60
C - Pay Days	60
Section 11 - Mailed Checks	61
Section 12 - Evening High School Schedule and Qualifications	61
Section 13 - Expenses	61
Section 14 - Guidance Counselors	61
Section 15 - Recreation Directors	61
Section 16 - Payroll site for Itinerants	62
Section 17 - Memorandum of Understanding, 7-28-78 for L.D.T.C.	62
Section 18 - Memorandum of Understanding, 6-23-78 for Court Representatives	62
Section 19 - Transportation Reimbursement	62
Section 20 - Coordinator Stipend	63
Article XVIII - Student Health and Welfare	63
Section 1 - Sickle Cell Anemia-Lead Poisoning	63
Section 2 - Venereal Disease	63
Section 3 - Sight and Hearing Testing	64
Article XIX - Employee Assistance Program	64
Article XX - Quality Control Committee	64
Article XXI - Schools in Housing	65
Article XXII - Federal Supplemental Funds	65
Article XXIII - Curriculum Revision	65
Article XXIV - Matters Not Covered	66
Section 1 - Superseded Policy Rule Regulations	66
Section 2 - Non Changes: Wages, Hours, Conditions	66
Section 3 - New Contract Negotiations	67
Article XXV - New Job Titles or Categories	67
Article XXVI - Peer Coaches and/or Mentor Teachers	67
Article XXVII - Aids Policy	67
Article XXVIII - Labor Studies	68
Article XXIX - Availability of Contract	68
Article XXX - No Strike	68
Section 1 - No Strike of Contract	68
Section 2 - No Lockouts	68

Article XXXI - Conformity to Law and Savings Clause	68
Article XXXII - Agency Shop	69
Article XXXIII - Accountability Study	69
Article XXXIV - Duration	70

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

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

DECLARATION OF INTENT

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

AGREEMENT

This agreement is made and entered into effective as of the 1st day of July 1988 by and between THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX (hereinafter referred to as the "Board") and the NEWARK TEACHERS UNION LOCAL 481, AMERICAN FEDERATION of TEACHERS, AFL-CIO, (hereinafter referred to as the "Union").

The expired agreement, dated July 1, 1985 through June 30, 1988, shall be renewed for a period of 3 years effective July 1, 1988.

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

ARTICLE 1 - RECOGNITION

SECTION 1. The Board 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 collective negotiations concerning the terms and conditions of employment of employees of the Board in the unit consisting of the following categories of employment; teachers, long term substitute teachers, itinerant teachers, homebound teachers, recreation teachers, speech teachers, speech therapist, remedial reading teachers, provisional teachers, librarians, drop out counselors, guidance counselors, regular teachers teaching four nights per week in Newark Evening High School, and coordinators having permanent status as teachers, helping teachers, Learning Disability Teachers Consultants, social workers, psychologists, attendance counselors, court representatives, special investigators, psychiatrists, and all titles designated in February 7, 1977 Arbitrators Award, occupation therapist, physical therapist, program assistant, research assistant, victoria specialist, teacher clerks, clerk stenographer (school), physical therapist assistant, textbook clerk and assistant textbook clerk in the Newark Evening High School, but excluding department chairmen, acting

department chairmen, head guidance counselors, teachers to assist the principal, vice principals, principals, acting vice principals, acting principals, directors, assistant executive superintendents, executive superintendents, laboratory assistants, nurses, pianist, maintenance workers, cafeteria workers, security guards, per diem substitutes with thirty (30) days non-consecutive service in the same position who are not Board appointed, teacher and school aides, and all permanent, acting, temporary, or provisional supervisory employees.

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

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

ARTICLE II - NON-DISCRIMINATING CLAUSE

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

SECTION 2. The Board agrees that employment application forms and oral interview procedures shall contain no reference to the applicant's membership in any employee organization.

ARTICLE III - GRIEVANCE PROCEDURE

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

SECTION 1. DEFINITION

A. A grievance is a complaint by an employee that (1) he has been treated unfairly or inequitably by reason of any act or condition, including those relative to employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, or (2) there has been as to him a violation, misinterpretation or misapplication of the provisions of this Agreement or of any existing rule, regulation or order of the Board,

or any of the rules, regulations or orders of the New Jersey State Department of Education having the force and effect of law.

- B. As used in this Article the Term "Employee" applies to an individual employee and also to a group of employees having the same grievance.
- C. The Union shall have the right to initiate and process grievances which may be initiated and processed by an aggrieved employee under the provisions of Section 1-A of this Article, and shall have the right to appeal from the disposition of any grievance at any step.

SECTION 2. PROCEDURES

- A. Representation. In the presenting and processing of grievances, the employee may be represented, at this own expense, by a person of his own choosing, except that he may not be represented by any employee organizations or by an officer or representative of any employee organization other than the Union. In the event that a grievance is carried to Step 2, the Union shall be immediately notified.
- B. Times for meetings or hearings. The time for a meeting or 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 views 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 him with his consent by the Union.

STEP 1- The Employee, and if the employee so desires a Union representative, shall first discuss the problem with his immediate administrative superior, who in the case of employees assigned to a school shall at each step of the grievance procedure be deemed to be the principal of that school.

STEP 2- If the grievance is not satisfactorily adjusted within five (5) school days after the last discussion, the employee may, with the assistance of a Union representative, if the employee so desires, submit it in writing within five (5) school days after the end of the said five (5) day period to his 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 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 decision, but in any event he shall give his decision in writing with his reasons therefore to the employee, the Union, and the Executive Superintendent within five (5) school days after the written grievance has been submitted to him by the employee.

STEP 3- The employee may appeal to the Executive Superintendent of Schools from the last mentioned decision of his 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 Executive Superintendent of Schools and to the employee's immediate superior, written notice of such appeal setting forth specifically the basis of the grievance. The Executive Superintendent, or his 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 decision in writing with his reasons therefore, to the employee, Union and the employee's immediate superior within five (5) school days after such meeting.

STEP 4- A. In the event a grievance shall not have been settled under the above procedures the employee may have the grievance submitted to binding arbitration by giving, within ten (10) school days after the decision of the Executive Superintendent has been given to the employee and the Union pursuant to the above provisions under the caption "Step 3", to the Executive Superintendent, and the Board the employee's written request for binding arbitration by the procedures and subject to the provisions set forth below.

B. 1. The arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey.

2. The arbitration shall be conducted by a tripartite arbitration panel. One member of the panel shall be appointed by the Board and this individual's minimal professional qualifications shall be those of the holder of a principal's certificate. One member of the panel shall be appointed by the Union and this individual's minimal professional qualifications shall be those of the holder of a teachers certificate. The third member of the panel shall be selected by mutual agreement of the first two above named panel members 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. The first two named panel members shall be ap-

pointed within one week of the ratification of this Agreement. The third panel member shall be selected by the first two within ten (10) days after their selection. In the event that the first two are unable to agree upon the selection of the neutral panel member as described above - either of the two shall call upon the American Arbitration Association to name the third panel member. Any individual so selected shall be required to be a bona fide resident of New Jersey. This panel shall sit for the duration of the agreement. The neutral third panel member shall serve as the Chairman of the panel and shall arrange the dates, meeting places, and agenda of any and all arbitration proceedings.

Any decision of this Arbitration panel shall be a majority vote, that is, by at least two members of the panel.

The third neutral panel member shall serve until he receives notice of termination of his services by either the Board or the Union. In such a case a new third neutral panel member shall be appointed as described above. Termination shall not affect any grievance upon which a hearing has commenced.

C. The arbitration panel 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. It shall, in the performance of its duties, be bound by and comply with the provisions of this Agreement. It shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. Its decision shall be binding and in writing and shall set forth its opinions and conclusions on the issues submitted. It shall have the power to make compensatory awards, where necessary, to implement its decisions.

D. The arbitration panel 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 effect of law. Its decision shall not usurp the functions or powers of the Board as provided by statute.

E. Fees and expenses of the neutral arbitrator shall be borne equally by the Board and the Union.

SECTION 3. GENERAL PROVISIONS

A. If the decision to be given by any employee's immediate administrative superior, or the Executive 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 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 would be required to give if a decision adverse to him had been rendered on the outside date prescribed above for rendering decisions under Steps "2", or "3". If the employee fails to submit his written grievance within the time specified in the provisions under "Step 2" above, or if he fails to give, within the prescribed time the written notices of appeal respectively mentioned under "Step 3" above, or if he fails to give within the prescribed time written notice of the request for arbitration mentioned under "Step 4" above, the grievance shall be deemed to have been waived.

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

Any written notice to be given under Section 2 by the employee to his superior or to the Executive Superintendent may be given by hand, or by leaving it with a person in charge of the office of such superior or of the Executive Superintendent, or by mailing it by certified mail, return receipt requested, addressed to such superior or to the Executive Superintendent, at their respective offices. Such notice to be given by the employee to the Board may be given by mailing it by certified mail, return receipt requested, addressed to the Board at 2 Cedar Street, Newark, New Jersey, or by leaving it with a person in charge at the Office of the Executive Director for Board Affairs at the same address. Any notice or decisions to be given to the employee may be given by hand or by mailing it by certified mail, return receipt requested, addressed to him at his home address as shown in the Board's 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 of notices to be given by the employee, by his superior, the Executive Superintendent, or the Board under Section 2 of this Article, but if a notice or decision of the employee's superior, or the Executive 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 proper to be present for the purpose of this Article are defined as the aggrieved, the appropriate Union and School Board representatives and witnesses. When hearings are held during school hours persons proper to be present shall be excused without loss of pay.
- C. A grievance arising from the action of a Supervisor, Director, Coordinator attached to the Central Office, Associate to Assistant Executive Superintendent or Assistant Executive Superintendents, will first be discussed with that official and if not resolved informally it may be processed in accordance with Steps "3", or "4" above.
- D. Nothing in this contract shall be construed as compelling the Union to submit a grievance to arbitration.
- E. No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.
- F. 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. 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. 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. 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 - UNION RIGHTS

SECTION 1. LEAVE FOR UNION SERVICE.

Leave of absence shall be granted by the Board 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 Board, he shall be placed on the step of the salary schedule that he would have attained had he been continuously employed during such absence. There shall be no loss of seniority or any other right available to him under the law or the terms of this Agreement because of such leave of absence. The period of 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 welfare plan available to Board employees for hospital costs, medical-surgical benefits, major medical insurance, and any other such benefits upon regular payment on his behalf to the Assistant Executive Superintendent, Office of Board Affairs of amounts sufficient to cover the cost to the Board for continued participation in such employee welfare plans, provided the Board's insurers will permit it.

SECTION 2. NEGOTIATING ON SCHOOL TIME

Time for negotiations will be as mutually agreed upon by the Union and the Board. 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 Board to negotiate during school hours or after 11 p.m.

SECTION 3. BULLETIN BOARDS

The Board 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, or violative of law.

SECTION 4. UNION MEETINGS

- A. The Union shall have the right to have meetings of the employees of any school prior to the beginning of the school day, during the employee's lunch period, and after the closing of school upon timely notification to the school principal. Principals shall be required to cooperate with the Union to facilitate the holding of such meetings despite relatively short notice whenever cir-

cumstances 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 Executive Superintendent and the Union.

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

SECTION 5. MEETING WITH PRINCIPALS

- A. Meetings between the principal and a Union representative for each school shall be held at the Union's request, not less often than once each month on a school day for one class period when the school is in session to discuss matters affecting the welfare of employees and children and the operations of the School, and any question relating to the implementation at the school of any Board policy or the provisions of this Agreement.
- B. If any such meeting is held during school hours, representatives of the Union shall be released from active duty for a period of not more than one class period to attend said meeting, the representatives to be determined on the following basis: in addition to the school building representative, one additional representative shall be released for each 25 faculty members. The total number released, including the building representative, shall not exceed 5, nor shall this number be less than 2. There shall be no such limitation of numbers for meetings held at any time after school hours, or at any time when school is not in session.
- C. Individual school policies shall not be inconsistent with the terms of this Agreement.

SECTION 6. AVAILABILITY OF INFORMATION

The Board shall, on request, make available to the Union the Board's official

public records and educational and statistical data and information in the Board's possession which is not confidential, work product, or dissemination of which is prohibited by law.

SECTION 7. DISTRIBUTION OF LITERATURE

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

SECTION 8. BOARD-UNION CONFERENCES

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

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

SECTION 9. SCHOOL VISITATION

- A. The Board shall permit the President of the Union or one of the Union liaison officers to visit the schools. The Union representative should make known his presence to the appropriate authority in the school. Conferences with teachers, should they become necessary, shall be scheduled so as not to interfere with or disrupt normal school functions.
- B. Union officials shall be permitted to visit in the classroom of any teacher who so requests. Union officials, not employed by the Board, 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 Board observation shall be conducted at the same time.
- C. The school clerk shall immediately notify the NTU Building Representative when central office administrators and supervisors are present in the school building.

SECTION 10. UNION REPRESENTATION AT BOARD MEETINGS

The Board shall furnish to the Union three (3) copies of the agenda of each Board meeting twenty-four (24) hours prior to each Board meeting or at the same time when such copies of the agenda are made available to 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 on the Board's public meeting devoted to the presentation of statements by individuals and organizations. The N.T.U. President, or her/his designee, shall be listed within the first ten (10) inclusive speakers on that portion of the Board action meeting devoted to discussion on general topics. This provision shall remain in effect during the life of this Agreement.

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

- A. Leave of absence without loss of pay to attend conventions of the AMERICAN FEDERATION OF TEACHERS, the NEW JERSEY STATE AFL-CIO, the NEW JERSEY STATE FEDERATION OF TEACHERS, other labor organizations, not exceeding five (5) days in any one year (per individual), nor ten (10) individuals per convention, shall be granted to duly qualified representatives of the Union.
- B. Administrative leaves of absence without loss of pay to attend meetings of the Newark Municipal, Essex County, New Jersey State or Federal Legislative bodies may be granted to duly qualified representatives of the Newark Teachers Union upon written request by the Union to the Executive 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 Executive Superintendent at least two weeks prior to the date of the meeting and a timely response shall be made to the Union by the Executive Superintendent. If no response from the Executive Superintendent is received by the Union by the day prior to the meeting, the absence of a response shall mean approval.
- C. In any school year the total number of days available to all such representatives collectively, no matter how distributed among those to whom days are granted pursuant to the foregoing, shall not exceed an aggregate of more than fifty (50) days.

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

SECTION 12 DUES DEDUCTION

The Board agrees to continue to deduct from the salary of its employees dues for the Union, as said employees individually and voluntarily authorize the Board. The Board will remit dues deducted from members (supported by a schedule, listing names and amounts) within twenty (20) days after the end of the month.

SECTION 13

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

SECTION 14 EXAMINATIONS - PSYCHOLOGIST AND SOCIAL WORKERS

- A. Any suggestions submitted in writing by the Union to revise present or future written or oral examinations required by the Board as a prerequisite of employment for psychologists and social workers will be forwarded by the Board to the appropriate agencies selected by the Board to prepare such examinations for considerations.
- B. All suggestions to revise the psychologists' and social workers' examinations shall be submitted in writing by the Union to the Board on or before June 15 or on or before December 1. The Board shall have 15 days from the above date to forward these revisions to the appropriate agencies.

SECTION 15 SUPER SENIORITY

Super seniority shall be defined as being placed at the head of all applicable seniority lists, where not inconsistent with Title 18A and the laws of the State of New Jersey. Such status shall apply during the term of any officer, executive board member, and no more than one (1) building representative at each school location designated by the N.T.U. 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 Executive Superintendent by November 1, of each year.

SECTION 16 USE OF SCHOOL PHONE

All N.T.U. Building Representatives and Officers may use the school phone at appropriate times, for local calls only in order to conduct Union and/or Board business.

ARTICLE V. GENERAL CONDITIONS OF EMPLOYMENT

SECTION 1 FAIR EMPLOYMENT PRACTICE

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

B. 1. 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 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 performance.

2. The Board shall notify a non-tenured teacher on or before April 30th of his/her employment year if his/her employment will not be renewed for the next ensuing school year.

SECTION 2 CALENDAR

A. The work year of all employees covered by this Agreement shall commence no earlier than Wednesday after Labor Day. There shall be scheduled no more than 182 pupil days and 184 teacher days in this school year.

B. 1. Teachers who were not employed by the Board during the previous school year may be required to report one (1) day immediately prior to the organization day for orientation.

B. 2. New Teacher Orientation

All new teachers and all teachers new to the Newark School System shall have a full day orientation session conducted by the Newark Teachers Union and the Newark Board of Education. Said orientation session will be held prior to organization day in September of each school year. Said orientation day shall occur no earlier than the Tuesday after Labor Day. The purpose of this orientation shall be to inform new teachers of system

wide policies, procedures and practices related to their job. All costs for this orientation session shall be borne by the Board.

Those new teachers and teachers new to the Newark School System who are hired after the beginning of September, shall have an orientation session during January, February or March coinciding with a 1:00 p.m. school closing for in-service workshop.

C. 1988-1989 SCHOOL CALENDAR

		1988	Number of Days	
			Students	Teachers
September	6	Orientation - All New Teachers report (Tuesday)		
	7	Organization Day - All Teachers and Aides report (Wednesday)		
	8	School Opens for Students (Thursday)		
	9	Students dismissed at 1:00 p.m. (Friday)	17	18
		School Closing Dates		
October	10	Columbus Day Observance	20	20
November	8	Election Day Observance		
	10 & 11	Convention		
	14	Puerto Rico Recognition Day Observance		
December	24 & 25	Thanksgiving Holiday	16	16
	26 - 30	Winter Recess	17	17
		1989		
January	2	New Year's Day Observance		
	16	Dr. Martin L. King Jr.'s Birthday Observance	20	20
February	13	Lincoln's Birthday Observance	18	18
	20	Washington's Birthday Observance	22	22
March	24	Good Friday Observance	15	15
April	17 - 21	Spring Recess	22	22
May	29	Memorial Day Observance	15	16
June	21	Students dismissed at 1:00 p.m. (Wednesday)		
	22	Teachers dismissed at 1:00 p.m. (Thursday)	182	184

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

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

Nothing herein shall limit the right and responsibility of the Board to adopt a calendar.

SECTION 3 TEACHER SCHEDULES AND THE SCHOOL DAY

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

The activities of the NTU Building Representative shall be confined during the administrative period to the school and shall not interfere with the normal operations and activities of the school and its personnel.

B. ELEMENTARY SCHOOLS

1. In all elementary schools teachers and other instructional employees shall sign in at the office of the school no later than four (4) minutes prior to the time they are scheduled to be at their assigned stations at the beginning of the school day. They shall be expected to report to their assigned stations as provided below in sub-section 3
2. Teachers shall be free to leave at their discretion at the end of the school day after their students have been dismissed from the building.
3. The regular schedule of elementary schools shall be as indicated below;*

Teachers Sign In

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

Teachers sign out as indicated in B-2 above

*It is recognized that special circumstances in particular schools may require variations from the schedule. When such cases occur, the specific variations shall be made after negotiations between the Union and the Board, or its designee. However, in case of such variations, the total hour of service in the school day shall neither be increased nor decreased. The hours of the teachers school day shall be consecutive in all cases.

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

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

C. SPECIAL SCHOOLS AND SPECIAL CLASSES

1. In special schools or special classes, the hours of service of teachers shall be the same as that specified in caption B-1 of this Article and Section, except that in any cases where the lunch period is part of the instructional program of the specific class taught by the teacher, and the teaching situations makes it desirable that the teacher eat lunch with the pupils, and such arrangements have been made by agreement between the teacher and Principal, the lunch period shall be included as part of the teaching day and such classes will be dismissed at 2:15 p.m. Said teachers may sign out at their discretion after their students have been dismissed from the building. Adjustments for special schedules and the hours of service of teachers of part-time classes in special schools or special classes shall be set up on the same basis as that in caption B-1 of this Article and Section.

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

D. SECONDARY SCHOOLS

1. Teachers in junior and senior high schools shall be expected to sign in at the beginning of the scheduled school day no later than ten (10) minutes prior to either the beginning of the homeroom period or Period 1, whichever comes first. Teachers may sign out at their discretion after the end of their last assigned period.
2. As a general guide, junior and senior high schools will begin at 8:30 a.m. for pupils and end at 2:30 p.m. Therefore, a regular schedule for teachers will be:

Teachers sign in

8:20 a.m. Teachers report to assigned stations

8:30 a.m. Homeroom or Period 1 begins

Lunch period equal to that of students

2:30 p.m. Classes end Teachers sign out at their discretion after the end of of their last assigned period.

3. Because of special adjustments necessary in the schedule planning of specific junior and senior high schools, variations in the schedule stated under caption D-2 of this Article and Section shall be permissible. In such cases, as early prior to the close of school, but no later than June 1, such variations in schedule shall be negotiated between the Board 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 Executive Superintendent or his designee. If, after five (5) school days following the delivery of said schedule, neither the Union nor the Executive 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 Executive Superintendent.

In cases of such special adjustments, the total number of working hours of 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 schedule.

E. ABSENTEEISM AND TARDINESS

1. All teachers are required to report their absence one hour prior to their scheduled sign-in time. Failure to report an absence as required will result in the deduction of one day's pay.
2. In the event a teacher calls to report a late arrival, salary for that teacher will be deducted in accordance with time missed based upon their current rate of pay. Should a teacher fail to report to their assignment one half hour after the official sign-in time that teacher will be considered absent for that day.
3. All employees are required to work the last scheduled working day before, and the next scheduled working day following the scheduled holiday(s). Failure to report before and after the scheduled holiday shall result in loss of pay for said occurrence. (EXCEPTION): Personal day and extended sick leave.)
4. If more than fifteen per cent (15%) of the employees at any school (during an "unusual circumstance") report sick, the final determination for the use of a sick day shall be made by the appropriate Assistant Executive Superintendent.

F. SIGN-IN

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

SECTION 4 - CLASS ASSIGNMENTS

A. CERTIFICATION

1. Teachers shall be assigned to teach in their area or areas of State and Newark certification. Even if a teacher is certified to teach in more than

one area of certification by the State Department of Education, first consideration in the area of assignment will be based on the Newark certification of such a teacher. The preference of a teacher with respect to a specific schedule assignment within the area of his 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 an assignment.

2. A regular classroom teacher shall not be required to teach a child with a condition that has been diagnosed and classified as requiring a specially certified teacher under the provisions of Title 18A, Chapter 46 New Jersey Statutes (June 24, 1970) Title 8, Chapter 28, New Jersey Administration Code.
- B. No teacher, in a school with departmental organization or a secondary school, shall generally be required to teach more than two subjects, nor to be assigned to any more than two preparations. If an additional preparation is required daily, the teacher shall be given two (3) additional preparation periods weekly.
- C. Exclusive of teachers on itinerant assignment, whenever possible, teachers shall not be assigned to teach in more than two rooms and efforts shall be made to have such rooms in as close proximity to each other as can be scheduled. Whenever teachers are required to share a room, all the facilities of that room shall be available equally to each teacher who uses it.
- D. Prior to the close of school in June, teachers shall be notified what their schedules will be in September. It shall be understood that such schedules are subject to change based upon changed conditions which may occur between the close of school in June and their re-opening in September. If a change is necessitated, the teacher shall be notified forthwith.
- E. In such cases in a school where it is practicable to excuse some teachers from certain specific duties such as homeroom and other special assignments, such exemptions shall be rotated based on equitable standards which shall include the seniority of the teacher, previous exemption, and the physical health of teachers as factors.
- F. No teacher in a departmental arrangement shall be assigned to more than three consecutive assignments except when emergency circumstances necessitate it or upon the written request of the teacher to the principal of the school. Lunch periods and preparation periods shall not be considered assignments for the purposes of this paragraph.

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

2. In case of emergency, which shall include an unavailability of sufficient, per diem substitutes on a particular day, teachers in any school, elementary, secondary, or special, shall be permitted during their preparation periods, if they so elect to volunteer, to substitute for an absent teacher. Any teacher performing such duties shall be compensated on the basis of one-fifth (1/5) of the per diem substitute rate.
- H. One hundred fifty (150) pool substitutes shall be hired and assigned in order to help insure that teachers will not be required to undertake substitute assignments over and above their regular responsibilities.
- I. All teachers shall be expected, as part of their professional services, to attend four (4) evening meetings per school year to be conducted in each school.
- J. Schedules of all personnel shall be available to all teachers and shall be posted on the teachers' bulletin board of each school or on bulletin boards in teacher lounges in each school.
- K. Preparation periods shall not be considered free periods. Preparation periods shall be devoted to the preparation of teaching materials, conferring with parents, students, principal or other staff members.

SECTION 5 - CLASS SIZE

It is recognized by this Agreement that the Board 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 involve. 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 the exceptions contained in sub-section J marked "Exceptions."

- A. The number of pupils in kindergarten classes shall be limited to twenty-five (25) as prescribed by law and the regulations or recommendations of the New Jersey State Board of Education.
- B. The number of pupils in classes in elementary schools, whether self-contained or on any system of departmental instruction, shall be limited to thirty (30) pupils.
- C. The number of pupils in basic subject classes in Junior High Schools shall be limited to thirty (30).
- D. The number of pupils in basic subject classes in Senior High Schools shall be limited to thirty (30).
- E. The number of pupils in special education classes shall be limited to the sizes prescribed by law and the regulations or recommendations of the New Jersey State Board of Education.
- F. The number of pupils in classes of industrial arts, home economics, technical and vocational education, science laboratory, typewriting or subjects requiring special facilities shall not exceed the number of available work stations or where it applies the number prescribed by law and the regulations or recommendations of the New Jersey State Board of Education.
- G. Classes conducted exclusively for the instruction of non-English speaking students, whether bilingual or multi-lingual, shall be limited to twenty-five (25) pupils.
- H. Classes in physical education shall be limited to fifty (50) pupils.
- I. No teacher in a departmentalized organization in a junior or senior high school shall be assigned a total student load of more than one hundred forty-five (145) students per day, except for teachers of physical education and music.
- J. EXCEPTIONS: An acceptable justification for exceeding the maximum class size limitations listed above may be any one or more of the following:
 - 1. There is no further classroom space available in the building which will permit scheduling any additional classes in order to reduce class size, and other school facilities which meet approved standards and are not unreasonably inconvenient are not available.

- 2. In order to achieve the prescribed class size it would be necessary to schedule one or more part-time classes in either elementary or special schools.
- 3. The Union and administration agree that a class larger than the prescribed maximum is desirable for purposes of experiment with large-group instruction. (The conditions of employment in such cases shall be negotiated).
- 4. Team-teaching arrangements are in use which operate under a teacher with the assistance of either additional teachers, teacher-intern, teacher aides or any combination of them.
- 5. Additional student are added to the school enrollment after March 1.
- 6. Unavailability of qualified teachers for additional classes in the categories listed from "A" to "I" above.
- K. In cases where exceptions force enrollment exceeding the listed class size limitations in the departmentalized schools, teachers shall be given relief from such classes by releasing affected teachers from administrative service assignments
- L. In all other situations every effort shall be made to provide for relief through all means possible.
- M. Summer school classes shall not exceed thirty (30) students on roll beginning with the 8th school day after the opening of summer school.

SECTION 6 - SENIORITY

- A. Seniority shall be defined as the length of time in the Newark public schools as a full-time, paid employee including service as a regularly appointed teacher, a long-term substitute and/or an administrator
- B. Where a question of seniority is a factor in a dispute, the seniority of the parties involved shall be available to the disputants.

SECTION 7 - PROMOTIONS

A. PROMOTIONAL POSITION

- 1. Promotional positions are defined as follows: positions which pay a special salary differential, which involves in part or in full the performance of

supervisory or administrative duties and which include the positions of Executive Superintendent, Assistant Executive Superintendent (Deputy), Assistant Executive Superintendent, associate to the Assistant Executive Superintendent, director, supervisor, principal, vice principal, coordinator attached to the central office staff, department chairman, head guidance counselor, and supervisory assistant.

2. The notice of any vacancy shall clearly state all qualifications, descriptions requirements, duties and any other pertinent information respecting the vacancy. It shall also include the salary to be paid in such a position. Each such notice shall be posted on the bulletin board set aside for the use of the Union.
 3. All notices of vacancies shall be posted and otherwise publicized no less than one (1) month prior to the time at which the receiving of applications for said vacancies is closed.
 4. The right to apply and compete for any and all promotional positions shall be open to all employees who meet the qualifications and requirements of any or all of the respective positions to be filled.
- B. The Board and the Union agree to the promotional procedures set forth below:
1. Candidates shall submit a formal application.
 2. All individuals who applied and paid the required fees for participation in the examinations which have been suspended by the Board of Education shall automatically be considered as having applied for inclusion in the pool. It is further agreed that all such individuals will be sent notices to this effect by the Department of Personnel. All such fees for the suspended promotional examinations shall be returned.
- C. In the cases of the positions of Assistant Executive Superintendent (Deputy), Assistant Executive Superintendent, and Associate to the Assistant Executive Superintendent, the general policies contained in Part A of this Section and Article shall apply.
- D. The Board and the Union agree that no changes in this promotional policy will be negotiated by either party during the period of this contract.

SECTION 8 - ASSIGNMENT AND TRANSFER

A. VOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL

1. On or about June 1 of every year and at such other times as are practicable the Department of Personnel shall prepare tentative lists of anticipated vacancies for the following academic year in the various schools. Such list shall be posted on the bulletin board made available for the use of the Union in each school.
2. Employees who wish to make application for transfer or assignment to any such vacancies shall submit their requests in writing to the Department of Personnel and such applications shall include in order of preference the school or schools, subject or grade level desired.
3. Selection shall be made on considerations of qualifications, seniority, personal preference of the applicant, integration of staff and the welfare of children and the community. The determinations of the Executive Superintendent and the Board on applications for transfer or assignment shall be made for good cause and shall in no case be based on any personal bias or vindictiveness against the applicant.
4. Upon request, any employee who has applied for but not been granted a transfer, will be given an explanation, in writing, by the Department of Personnel.

B. REASSIGNMENTS WITHIN A SCHOOL

1. Prior to May 1 in each academic year, employees within a school who desire reassignment within that same school shall so notify their principals in writing of their preference for reassignment within that school.
2. In determining the assignment within a particular school, the principal shall give consideration to qualifications, personal preferences, internal school needs, and seniority. The determination by the principal in assignments of employees within a school shall be for good cause and in no case based on any personal bias or vindictiveness.

C. INVOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL

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

2. Upon request, the Department of Personnel shall furnish the employee who has been so transferred an explanation, in writing, for said transfer.

SECTION 9 - NECESSARY DUTIES

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

- A. Elementary school teachers shall be assigned to lead their classes to the classroom from the building entrance.
- B. The Principal of their school shall require secondary school teachers to stand outside the door to their individual classrooms, between classes, to monitor the passing of students from class to class.
- C. Per diem substitutes and three-hour aides shall supervise and engage in the duties and activities related to cafeteria, halls, playgrounds, sidewalks and buses.
- D. Teachers may voluntarily perform such activities as describe in C above.
- E. Any expenditures for non-instructional duties other than those listed above shall be made only if the Board deems it necessary. Volunteer parent help can be recruited for additional non-classroom work if it is deemed necessary by the Board. All existing aide positions will be maintained during the term of the contract.
- F. Every teacher shall be provided with a duty-free lunch period equal to that of the students.

SECTION 10 - TEACHER PERFORMANCE EVALUATION AND PERSONNEL FILES

- A. Teachers performance shall be regularly evaluated by members of the supervisory and administrative staff, authorized and competent to make such evaluations. When such evaluations involve visitation, it shall be done openly and with the knowledge of the employee being observed. Every written evaluation of the performance of any employee shall be signed by the individual who makes the evaluation.
- B. Teachers shall be rated Satisfactory or Unsatisfactory. If rated Unsatisfactory, it is the obligation of the supervisor to make specific recommendations for improvement and provide assistance to the teacher. After a reasonable

time, the supervisor shall re-evaluate the teacher. In the event of a strong difference of opinion, the teacher evaluated Unsatisfactory may request evaluation be made by another supervisor from within the system.

- C. The Board will continue its practice and policy not to use any type of mechanical or electronic device for the purpose of monitoring or recording the performance of any employee.
- D. Evaluations shall not be placed in the teacher's file unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his signature on the copy to be filed. Such signature shall merely signify that he has read the material and is not to be construed that he necessarily agrees with its contents. If the teacher refuses to sign, that fact shall be noted, dated and witnessed.
- E. Teachers shall be given a carbon copy of each evaluation.
- F. Any employee represented by the Union shall have the right to inspect all items in his personnel file. He shall also have the right to include in his file any information or material which he considers germane.
- G. The Board agrees to continue its policy of treating these personnel files confidential.
- H. The Board and the Union agree to set up a committee to include administrators and supervisors appointed by the Executive Superintendent and teachers appointed by the Union to review and make recommendations for the revision of all currently used employee evaluation procedures.
- I. Unsatisfactory Ratings

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

SECTION 11

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

SECTION 12 - TEACHER FACILITIES

Each School shall have the following facilities:

- A. Space in each classroom in which teachers may safely store personal belongings, instructional materials and supplies.
- B. Wherever adequate space is available, a teacher workroom shall be provided containing appropriate equipment and supplies to accomplish the teacher's work.
- C. A clean, attractive, appropriately furnished room equipped with a pay telephone shall be provided as a faculty lounge where space is available. Such lounges shall be provided in all newly constructed school buildings.
- D. Well lighted and clean teacher rest rooms.
- E. A communications system which permits teachers to communicate with the main school building office from their classrooms shall be installed in all new buildings, and such communications as exist shall be maintained in good order.
- F. Each school shall have at least one security guard during the school day.
- G. The Board agrees that all laws and ordinances intended to exclude intruders shall be strictly enforced in the school buildings and grounds by the principal.
- H. The Board 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. 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 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 Executive Superintendent and the office of the Assistant Executive Superintendent in charge of Physical Facilities shall be so notified immediately.

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

SECTION 13. FACULTY MEETINGS

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

Such meetings shall be scheduled for such lengths of time as are suitable for dealing with the problems under discussions, except that they shall not be continued beyond fifty (50) minutes from the start of the meeting. The meeting shall start promptly after dismissal. Such meeting shall be held on the lunch hour if the teachers and the administrators of that school mutually agree.

SECTION 14. PUPIL GRADES

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

SECTION 15. TEACHER'S GRADE BOOK.

- A. Each teacher will consider his record book for the keeping of grades his own private property during the school year. No administrator shall request the teacher's record book to evaluate since this is considered an infringement of the teacher's academic freedom.
- B. The teacher will make available 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 Board of Education and may be retained as part of the permanent records of the school.

SECTION 16 - ADMINISTRATIVE SUMMONS

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

SECTION 17. CLASS INTERRUPTIONS

The Board and the Union agree that in the best interests 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 instruction activities, or in case of emergency when other alternatives are impractical.

SECTION 18. SOLICITATION OF FUNDS.

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

SECTION 19. SUPPLIES AND INSTRUCTIONAL MATERIALS

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

B. The Board and the Union agree to continue the teachers' discretionary fund. An amount of \$25.00 per teacher shall be made available by the Board in each school year. If as of April 1 of each school year there shall remain any unexpended amount in this discretionary fund, the unexpended amounts shall be redistributed according to guidelines developed by the Office of the Executive Superintendent and to be implemented in each school by the principal in cooperation with the Union's building committee.

C. In each school to which a psychologist or social worker is assigned, such supplies and materials as 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 in the school. Such supplies and materials shall be placed at the disposal of the respective psychologist or social worker whenever needed.

D. The Board agrees that 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 Executive Superintendent.

SECTION 20 - IN-SERVICE WORKSHOPS

A. The Board will provide a maximum of ten (10) in-service workshops for all teachers. Students will be dismissed at 1:00 p.m. Teachers shall remain for all on-site workshops, which shall end at 2:45 p.m. Attendance is mandatory for all instructional personnel in the bargaining unit, for workshops which may be held away from the regular work location. Off-site workshops shall end at 2:45 p.m. The school day ends at 2:15 for special education teachers who eat lunch with their students.

B. New Teachers In-Service - Monthly

The Board of Education shall provide and each newly assigned teacher under the contract shall be required to attend, regular in-service training to be held at least once each month for the purpose of classroom management techniques, review of curriculum, orientation to record keeping, teacher planning and other areas which involve classroom expectations. Such training will be scheduled during the work day, but not during the lunch hour or preparation time. No more than two (2) of these training sessions will be held at the same time as the monthly 1:00 p.m. in-service programs for all teaching staff.

C. New Teacher After-School In-Service

Twelve (12) city wide in-service sessions shall be conducted by the Board within the first year of employment for all new teachers and all teachers new to the Newark system. Said twelve (12) in-service sessions shall be conducted after school for the purpose of professional instructional and enrichment of the teachers. All sessions will be no longer than ninety (90) minutes. Each participant shall receive four (4) in-service credits for the course which shall be applied toward salary advancement.

SECTION 21 - PROFESSIONAL IMPROVEMENT FUND

The amount each school year set aside by the Board for the Professional Improvement Fund shall be \$50,000.00 for the duration of this agreement. All monies not utilized each year shall be cumulative in the fund.

SECTION 22 - VERIFICATION OF EMPLOYMENT

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

SECTION 23 - 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, as determined by the Executive Superintendent, the above procedures may be waived and the Executive Superintendent may appoint an individual in an acting capacity.

ARTICLE VI - TEACHERS PROTECTION

SECTION 1 - NEGLIGENCE

A. Whenever any civil action has been or shall be brought against a teacher for any act or omission arising out of and in the course of the performance of the duties of such teacher, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses, or expenses.

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

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 result in a final disposition in favor of such teacher, the Board 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 his employment, the Board shall:

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

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

ARTICLE VII - SUMMER SCHOOL AND SUMMER RECREATION PROGRAMS

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

B. Before such positions are filled, vacancies shall be posted by April 1 in the schools and applicants shall apply prior to May 1. Successful applicants shall be notified by June 1. Such applicants as have not yet been accepted as of June 1 for summer employment, shall be placed on a special job waiting list and so notified. The job waiting list shall be made available to the Union by June 3.

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

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

D. SUMMER RATES

EFFECTIVE JULY 1, IN EACH APPROPRIATE YEAR

TEACHERS

1987-88	1988-89	1989-90	1990-91
\$15.50 hr.	\$17.00 hr.	\$18.50 hr.	\$20.00 hr.

SCHOOL CLERKS

1987-88	1988-89	1989-90	1990-91
\$10.85 hr.	\$11.55 hr.	\$12.40 hr.	\$13.25 hr.

COORDINATORS

1987-88	1988-89	1989-90	1990-91
\$17.00 hr.	\$19.00 hr.	\$20.50 hr.	\$22.00 hr.

PSYCHOLOGISTS, SOCIAL WORKERS, L.D.T.C'S

1987-88	1988-89	1989-90	1990-91
\$17.00 hr.	\$19.00 hr.	\$20.50 hr.	\$22.00 hr.

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

ARTICLE VIII - SCHOOL CLERKS

SECTION 1 - SALARY

A. TEN (10) MONTHS

EFFECTIVE JULY 1 IN EACH APPROPRIATE YEAR

Chapter I Clerk Typist
School Clerk Typist
Chapter I Clerk Stenographer
School Clerk Stenographer

Step	1987-88	1988-89	1989-90	1990-91
1	13,327	14,627	15,927	17,227
2	13,881	15,181	16,481	17,781
3	14,969	16,269	17,569	18,869
4	15,532	16,832	18,132	19,432
5	16,467	17,767	19,067	20,367
6	17,597	18,897	20,197	21,497
1st Longevity (20th Year)	1,073	20,097	21,497	22,897
2nd Longevity (25th Year)	1,073	21,297	22,797	24,297

Senior School Clerk Typist Senior School Clerk Stenographer

Step	1987-88	1988-89	1989-90	1990-91
1	13,500	14,800	16,100	17,400
2	14,054	15,354	16,654	17,954
3	15,143	16,443	17,743	19,043
4	15,705	17,005	18,305	19,605
5	16,641	17,941	19,241	20,541
6	17,771	19,071	20,371	21,671
1st Longevity (20th Year)	1,073	20,271	21,671	23,071
2nd Longevity (25th Year)	1,073	21,471	22,971	24,471

Supervising School Clerk Typist Supervising School Clerk Stenographer

Step	1987-88	1988-89	1989-90	1990-91
1	13,674	14,974	16,274	17,574
2	14,228	15,528	16,828	18,128
3	15,316	16,616	17,916	19,216
4	15,879	17,179	18,479	19,779
5	16,814	18,114	19,414	20,714
6	17,944	19,244	20,544	21,844
1st Longevity (20th Year)	1,073	20,444	21,844	23,244
2nd Longevity (25th Year)	1,073	21,644	23,144	24,644

B. (12 month)

EFFECTIVE JULY 1 IN EACH APPROPRIATE YEAR

Chapter I Clerk Typist
School Clerk Typist
Chapter I Clerk Stenographer
School Clerk Stenographer

Step	1987-88	1988-89	1989-90	1990-91
1	15,381	16,681	17,981	19,281
2	16,129	17,429	18,729	20,029
3	17,538	18,838	20,138	21,438

4	18,316	19,616	20,916	22,216
5	19,449	20,749	22,049	23,349
6	20,352	21,652	22,952	24,252
1st Longevity (20th Year)	1,073	22,852	24,252	25,652
2nd Longevity (25th Year)	1,073	24,052	25,552	27,052

**Senior School Clerk Typist
Senior School Clerk Stenographer**

Step	1987-88	1988-89	1989-90	1990-91
1	15,555	16,855	18,155	19,455
2	16,303	17,603	18,903	20,203
3	17,712	19,012	20,312	21,612
4	18,490	19,790	21,090	22,390
5	19,623	20,923	22,223	23,523
6	20,526	21,826	23,126	24,426
1st Longevity (20th Year)	1,073	23,026	24,426	25,826
2nd Longevity (25th Year)	1,073	24,226	25,726	27,226

**Supervising School Clerk Typist
Supervising School Clerk Stenographer**

Step	1987-88	1988-89	1989-90	1990-91
1	15,728	17,028	18,328	19,628
2	16,476	17,776	19,076	20,376
3	17,885	19,185	20,485	21,785
4	18,663	19,963	21,263	22,563
5	19,786	21,096	22,396	23,696
6	20,669	21,969	23,269	24,569
1st Longevity (20th Year)	1,073	23,169	24,569	25,969
2nd Longevity (25th Year)	1,073	24,369	25,869	27,369

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

SECTION 2 - SICK AND PERSONAL DAYS

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

SECTION 3 - JOB DESCRIPTION

- A. The job description for School Clerks shall be the Civil Service job description for School Clerks to which there shall be added the following; handles and prepares for deposit money collected from pupils and teachers on school premises; secures by telephone, during their working hours, substitutes approved by the Department of Personnel for absent teachers.
- B. The Board agrees that School Clerks shall not be required to take dictation as a condition of employment.
- C. The Board agrees to eliminate the designation of stenographer from the 10 and 12 month School Clerk positions.

SECTION 4 - OVERTIME

School Clerks working overtime shall, at the discretion of the Superintendent, be remunerated at a rate of one and one-half (1 1/2) times the hourly rate or one and one-half (1 1/2) times the time worked.

SECTION 5 - WORK DAY

- A. The work day for School Clerks is herewith defined as seven (7) hours to commence one half (1/2) hour prior to the time pupils begin their official school day and terminate after completion of seven (7) hours of work, not to include the lunch period of the clerk, which shall be no less than the lunch period of pupils in the school.
- B. School Clerks shall not be required at any time prior to the beginning of their work day or at any time after their work day, to secure substitutes as provided for in Section 3 above.
- C. School Clerks shall receive two (2) ten minute breaks each day, one in the morning and one in the afternoon.
- D. School Clerks shall not be assigned to monitor or supervise students sent to the office.

SECTION 6 - LONGEVITY

Commencing with the twentieth (20th) and twenty-fifth (25th) year of employment, School Clerks shall receive a longevity increase. For purposes of calculating such longevity increase for all School Clerks, 10 and 12 months, that increase shall be at a rate of \$1,200 for each longevity payment for the years 1988-89, \$1,300 for 1989-90 and \$1,400 for 1990-91.

SECTION 7 - TIME REPORTS

- A. The Board 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 the purpose of supplying authoritative information to School Clerks regarding preparation of time reports.
- B. The date and period of per-diem substitute time reports shall cover precisely the same period as that covered by the time reports submitted by school offices for the regularly employed teaching staff.

ARTICLE IX - CULTURAL PLURALISM

- A. The Board shall include in its calendar reference to specific commemorative dates in Afro-American, Puerto-Rican history, as well as other dates reflecting such dates among national and cultural groups typical of the population of Newark.
- B. The Board shall recruit teachers who are bilingual or multi-lingual to serve in establishing special classes for non-English speaking students where needed, and the Board shall continue to maintain its policy of making such classes available to all students in need of each classes.

ARTICLE X - LEAVES

SECTION 1 - SABBATICAL LEAVES

- A. Teachers shall be eligible for full year sabbatical leave for study after seven (7) years and for rest and recreation after fourteen (14) years of service.
- B. Two (2) years of permanent substitution service immediately prior to regular employment shall be included in computation of service.
- C. If leave is not taken when the teacher becomes eligible, he shall remain continuously eligible for such leave.

D. Sabbatical leave shall be at half pay.

- E. A minimum of one (1%) per cent 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 (1/2) of the employee's normal work year.

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

- A. Employees must apply by December 1, for terminal leave of absence to become effective the following September 1 or February 1, for 10 month employees, and July 1 or January 1, for 12 month employees.
- B. The employee must submit formal application for retirement simultaneously with the leave application, under the appropriate public employment retirement system. Said application for employment will NOT be processed if the terminal leave is not granted. Said application will be processed if the terminal leave is granted, on April 1.
- C. At the time of application, the employee must have at least enough accumulated sick leave to cover all of the working days during the terminal leave period. If, on the employee's last working day, the employee has less sick leave than the period covered by the terminal leave, the duration of the terminal leave shall be decreased to equal his/her accumulated sick leave days.
- D. No more than two percent (2%) of all bargaining unit members will be granted terminal leave per year. The total unit two percent (2%) shall be comprised of no more than two percent (2%) of the Aides, no more than two percent (2%) of the Clerks and no more than two percent (2%) of the teachers. In the event of a greater number of applicants per category, employees with the greatest number of consecutive years of service shall be granted first consideration.
- E. Sick leave days equal to the length of the terminal leave shall be deducted from the total number of accumulated sick days.

- F. Notification of Board approval will be received by each applicant no later than April 1 of each respective year.

SECTION 3 - SICK AND PERSONAL LEAVES

- A. Teachers shall be granted sick leave for illness for fifteen (15) days in each school year, with the exception of the regular teachers in the Newark Evening High School, who shall receive twelve (12) days per year.
- B. Teachers with twenty-five (25) years' experience in the system shall receive ten (10) additional non-cumulative days per year after accumulated leave has been exhausted.
- C. Unused sick leave shall be accumulated without limit.
- D. In the event that a teacher's accumulated sick leave has been exhausted and the teacher certifies to the Board that he is unable to teach due to an extended illness, then the Board may, consistent with its present practice, grant additional sick leave to such teachers with pay.
- E. Teachers will be granted (3) days leave annually for personal reasons without explanation. Additional personal leave days may be granted by the Executive Superintendent at his discretion if the reason warrants it.
- F. Male teachers shall be accorded the same leave privileges as female teachers.
- G. Any employee who is not present in school due to an approved absence other than illness may pick up their pay check at their assigned location.
- H. Employees hired or returning from leaves of absences on or after October 15th shall receive sick leave on a pro-rated monthly base predicated upon fifteen days per school year. The above shall also apply to regular teachers in the Newark Evening High School who shall be pro-rated based on twelve days per year.
- I. Effective July 1, 1985, unit members, whose total number of sick and or personal days absent does not exceeds 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 on 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 of an employee's salary for that year. A separate check shall be issued for said compensation. Effective July 1, 1987, unit members who retire shall be able to convert accumulated sick leave on a basis as follows:

- a. For the first fifty (50) days accumulated, one day's pay for each five days accumulated, said days pay compensable at the 1/200 daily rate of pay for said employee, then existing;
- b. For a total number of sick days between fifty-one to one hundred (51 - 100) days, one day's pay for each for each five accumulated days, said days compensable at the rate of seventy dollars (\$70.00) each;
- c. For all accumulated sick days in excess of one hundred days, one days pay for each five accumulated days, said day's pay to be compensable at the rate of fifty dollars (\$50.00) per day. 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.

SECTION 4 - MATERNITY LEAVE

- A. Upon certification by a competent physician and application by a teacher, a leave for maternity shall be granted by the Board for a period of no more than one (1) year.
- B. A teacher on maternity leave shall be reinstated at any time during the period of such leave upon request of the teacher.
- C. Leave shall be extended for a period of one (1) year by the Board for care of child, if requested by the teacher.
- D. A teacher returning from a maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective. Salary placement shall be at the same step as when the leave became effective except that when the teacher has completed ninety (90) days or more of a school year, it shall count as a full year.
- E. Seniority rights shall be maintained during the period of such leave.

SECTION 5 - MILITARY LEAVE

- A. Military leave of absence without pay will be granted to a permanent teacher inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress.
- B. A teacher will be eligible for military leave of absence if ordered to report for civilian work in the National interest under the current provision of the Selective Service and Training Act applying to conscientious objectors.

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

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

SECTION 6 - EXISTING LEAVE POLICY

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

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

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

C. Absence on account of court subpoena.

D. Quarantine.

E. Attendance at conferences when excused by the Executive Superintendent.

F. The Executive Superintendent may grant two (2) week's furlough, without pay, for the marriage of the teacher.

SECTION 7 - MAINTENANCE OF RIGHTS AND BENEFITS

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

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

SECTION 8 - RESERVE DUTY

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

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

The Union and the Board agree that there shall be established an NTU-AFT More Effective School as envisioned and outlined in "Initial Application - Newark More Effective School Program," PL 89-10, ESEA 1965, Title III.

The establishment of this More Effective School shall begin immediately or the signing of the contract between the Union and the Board following procedure outlined on page 6 of the above named document with the following exemptions

Par. A-1-b, fourth line - changed to read; (beginning with "The 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 Board 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 student and staff, as of the beginning of the school year 1971-72.

ARTICLE XII - TEACHER-CLERKS

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

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

ARTICLE XIII - SUPPLEMENTAL FRINGE BENEFITS

Section A.

Benefits under this article shall be made available for all employees in the bargaining unit and to 3 hour and 6 hour aides in their bargaining unit continuously throughout the duration of this agreement. The level of such benefits shall be established by the Trustees of the Supplemental Fringe Benefits fund in accordance with the Agreement and Declaration of Trust establishing that Fund including all amendments to that Trust Agreement. The Board 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 Board employees in Branch 1 of the Fund's schedule of payments, which schedule was in place as of August 14, 1984. The Board and Union agree that each shall appoint and maintain a full complement of Trustees during the life of this agreement and in the event that a Trustee vacancy shall occur, the appointing party shall fill said vacancy within forty-five (45) days of the date when the vacancy shall first occur.

Section B.

The Board and the Union jointly acknowledge that the cost of benefits has increased drastically over the last several years. The Board and the Union agree that the containment of cost is the responsibility of the parties. To this end, the Board 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 Board 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 for bargaining unit members.
2. That the SFBF shall, after review of all submitted quotes, review and select a benefit provider.
3. That the SFBF shall inform the Board 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 Board and the Union. This report shall outline the conclusions of the performance review.

ARTICLE XIV - LONG-TERM SUBSTITUTES

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

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

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

- a. Regularly appointed fully certified teacher who has a record of satisfactory service in the Newark School system in the area of certification for which the vacancy exists on the basis of consideration of qualifications, seniority, integration of staff, and the welfare of children and the community.
- b. Long-term substitute state certified (for the vacant position) on the basis of consideration of qualifications, seniority, integration of staff, and the welfare of children and the community. In the event that no applications are forthcoming from within the Newark school system, the Board 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 Board shall make an assignment from the applications received at the next regular Board meeting following the closing date for receipt of such applications.

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

C. SALARY GUIDE:

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

- E. In assigning the per-diem substitute to his day's schedule that substitute shall replace in full the service of the regular teacher for whom he is substituting. If the schedule of the regular teacher requires less teaching

time than is regularly assigned to the teachers under the agreement, he may be given any assignment proper to per-diem substitute teachers for the extra time.

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

ARTICLE XV - EXTRA-CURRICULAR ACTIVITIES AND SUPPLEMENTARY COMPENSATION

A. GENERAL PROVISIONS

1. At any one time no teacher shall be eligible to hold a second position for which extra compensation is received unless there is no other applicant for the second position.
2. Selection shall be based on consideration of qualifications, seniority, personal preferences of the applicant, integration of staff, and the welfare of children and the community.
3. The Board shall continue to grant in-service credit for participation in all current and future unpaid activities under this Section.
4. If and when a recreation program is instituted, the minimum number of teachers assigned shall be negotiated at that time.
5. Male and Female coaches shall receive the same compensation for similar services.

B. CLUBS AND ACTIVITIES SELECTION

1. All openings for club advisors, school publications and all other non-athletic extra-curricular activities shall be made by soliciting applications from all eligible teachers.
2. Eligibility shall depend on the criteria set forth in Section A above in addition to a subject area qualification wherever applicable.
3. The principal shall fill the openings and notify the appropriate Assistant Executive Superintendent. Preference in selection shall be given to teachers from the schools where the activity takes place.

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

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

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

7. All non-athletic extra curricular positions shall be rotated every three years if there are eligible qualified candidates for these positions. Such rotation shall commence in the school year of 1970.

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

POSITION	1988-89	1989-90	1990-91
Head Football Coach	3,196	3,412	3,644
Assistant Football Coach	1,646	1,754	1,870
Head Basketball Coach	2,756	2,942	3,141
Assistant Basketball Coach	1,646	1,754	1,870
Head Baseball Coach	2,756	2,842	3,141
Assistant Baseball Coach	1,646	1,754	1,870
Outdoor Track Coach	2,756	2,942	3,141
Indoor Track Coach	1,536	1,636	1,744
Junior High Basketball Coach	1,646	1,754	1,870
Swimming Coach	1,646	1,754	1,870
Wrestling Coach	1,646	1,754	1,870
Fencing Coach	1,646	1,754	1,870
Soccer Coach	1,646	1,754	1,870
Tennis Coach	1,202	1,279	1,362
Golf Coach	1,202	1,279	1,362
Cross Country Coach	1,536	1,636	1,744
Girls Interscholastic Sports	1,536	1,636	1,744
Girls Intermural Activities	757	808	860
Faculty Managers	2,532	2,702	2,885
Faculty Managers, Arts High	1,646	1,754	1,870
Band Leader	1,427	1,520	1,619
Cheerleader	824	878	936
Junior Class Advisor	492	523	556
Senior Class Advisor	1,427	1,520	1,619
Club Sponsors	327	347	367
Concerts	215	226	239

Drama	1,536	1,636	1,744
Drama, Junior High	714	761	811
Honor Society	361	404	429
Senior High Year Book	1,868	1,991	2,124
Senior High Newspaper	1,868	1,991	2,124
Junior High Newspaper	602	641	682
Student Council Advisor	1,045	1,165	1,239
Junior High Student Council Advisor	602	641	682
Literary Magazine Advisor	933	995	1,111
Chaperones	115	120	124
Junior High Yearbook	933	995	1,111
Treasurer (High Schools)			
Enrollment over 1,000	2,091	2,231	2,380
Enrollment under 1,000	1,739	1,875	1,999
Debate Coach	3,196	3,412	3,644
Intermediate Coach	1,646	1,754	1,870
Field Hockey Coach	1,646	1,754	1,870
Lacrosse Coach	1,646	1,754	1,870
Skiing Coach	1,646	1,754	1,870
Gymnastics Coach	2,756	2,842	3,141
Elementary Baseball Coach	757	808	860
Assistant Volleyball Coach	1,202	1,279	1,362
Assistant Cross Country Coach	1,202	1,279	1,362
Bowling Coach	1,646	1,754	1,870
Ice Hockey Coach	1,646	1,754	1,870
Volleyball Coach	1,646	1,754	1,870
Assistant Indoor Track Coach	1,202	1,279	1,362
Assistant Wrestling Coach	1,202	1,279	1,362
Assistant Outdoor Track Coach	1,646	1,754	1,870
Assistant Softball Coach	1,646	1,754	1,870
Elementary Track Coach	757	808	860
Elementary Softball Coach	757	808	860
Elementary Basketball Coach	757	808	860
Twirler Advisor (FALL)	757	808	860
Twirler Advisor (WINTER)	757	808	860

ARTICLE XVI - SPECIALIST

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

- A. To investigate ways in which specialist may more effectively service the children of Newark schools.

- B. To study the working conditions of specialist in the Newark schools.

- C. To make recommendations for implementation by the Board to the Union.

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

ARTICLE XVII TEACHER SALARY

SALARY TEACHER SALARY GUIDE

Three Year Contract

Section 1. Effective July 1, in each appropriate year:

A. Bachelor Degree Level

Step	1987-88	1988-89	1989-90	1990-91
1	19,367	20,867	22,367	23,867
2	20,340	21,840	23,340	24,840
3	21,828	23,328	24,828	26,328
4	23,490	24,990	26,490	27,990
5	24,537	26,287	28,037	29,787
6	25,356	27,106	28,856	30,606
7	26,198	27,948	29,698	31,448
8	27,019	28,769	30,519	32,269
9	27,860	29,860	31,860	33,860
10	28,678	30,678	32,678	34,678
11	29,867	31,867	33,867	35,867
12	31,734	33,734	35,734	37,734
13	36,820	39,320	41,820	44,320
1st Longevity (20th Year)	1,000	40,420	43,020	45,620
2nd Longevity (25th Year)	1,000	41,520	44,220	46,920

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

Step	1987-88	1988-89	1989-90	1990-91
1	20,564	22,064	23,564	25,064
2	21,536	23,036	24,536	26,036
3	23,082	24,582	26,082	27,582
4	24,724	26,224	27,724	29,224
5	25,786	27,536	29,286	31,036
6	26,610	28,360	30,110	31,860
7	27,446	29,196	30,946	32,696
8	28,267	30,017	31,767	33,517
9	29,108	31,108	33,108	35,108
10	29,929	31,929	33,929	35,929
11	31,115	33,115	35,115	37,115
12	32,983	34,983	36,983	38,983
13	38,132	40,832	43,532	46,232
1st Longevity (20th Year)	1,000	41,932	44,753	47,532
2nd Longevity (25th Year)	1,000	43,032	45,953	48,832

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

Step	1987-88	1988-89	1989-90	1990-91
1	21,758	23,258	24,758	26,258
2	22,731	24,231	25,731	27,231
3	24,330	25,830	27,330	28,830
4	25,992	27,492	28,992	30,492
5	27,019	28,769	30,519	32,269
6	27,860	29,610	31,360	33,110
7	28,678	30,428	32,178	33,928
8	29,517	31,267	33,017	34,767
9	30,340	32,340	34,340	36,340
10	31,179	33,179	35,179	37,179
11	32,346	34,346	36,346	38,346
12	34,234	36,234	38,234	40,234
13	39,457	42,357	45,257	48,157
1st Longevity (20th Year)	1,000	43,457	46,457	49,457
2nd Longevity (25th Year)	1,000	44,557	47,657	50,757

D. LONGEVITY

Longevity increments shall be maintained in the 20th and 25th year of permanent employment which shall be active but does not have to be continuous; employment in other school districts or school systems is not to be counted for purposes of longevity. As of the school year beginning July 1, 1988, the amount paid for each longevity increment shall be \$1,100 for 1988-89, \$1,200 for 1989-90 and \$1,300 for 1990-91.

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.

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. EQUIVALENCY CREDITS

The Board 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 Board for in-service teaching.

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

Effective July 1 in each appropriate year

Step	1987-88	1988-89	1989-90	1990-91
1	25,769	27,519	29,269	31,019
2	26,805	28,555	30,305	32,055
3	28,230	29,980	31,730	33,480
4	29,367	31,117	32,867	34,617
5	30,534	32,534	34,534	36,534
6	31,674	33,674	35,674	37,674
7	32,837	34,837	36,837	38,837
8	33,983	35,983	37,983	39,983
9	35,127	37,627	40,127	42,627
10	36,289	38,789	41,289	43,789
11	41,224	44,124	47,024	49,924
1st Longevity (20th Year)	1,132	45,324	48,324	51,324
2nd Longevity (25th Year)	1,132	46,524	49,624	52,724

**SECTION 3 - CONSULTING PSYCHIATRISTS, PHYSICAL THERAPIST
ASSISTANT TEXTBOOK CLERK, ASSISTANT TEXTBOOK
CLERK**

Salary Schedules

Effective July 1 in each appropriate year

CONSULTING PSYCHIATRISTS

Day Per Week	1987-88	1988-89	1989-90	1990-91
One (1)	14,333	15,333	16,333	17,333
Two (2)	28,662	30,666	32,666	34,666
Three (3)	42,995	45,995	48,995	51,995
Four (4)	57,327	61,327	65,327	69,327
Five (5)	71,660	76,660	81,660	86,660

PHYSICAL THERAPIST ASSISTANT

Step	1987-88	1988-89	1989-90	1990-91
1	16,527	18,027	19,527	21,027

2	17,549	19,049	20,549	22,049
3	18,572	20,072	21,572	23,072
4	19,594	21,344	23,094	24,844
5	20,617	22,367	24,117	25,867
6	21,639	23,389	25,139	26,889

NEWARK EVENING SCHOOL TEXTBOOK CLERK

	1987-88	1988-89	1989-90	1990-91
	9,342	10,642	11,942	13,242

NEWARK EVENING SCHOOL ASSISTANT TEXTBOOK CLERK

	1987-88	1988-89	1989-90	1990-91
	6,223	7,093	7,963	8,833

SECTION 4 - SPECIAL INVESTIGATORS AND COURT REPRESENTATIVES

Salary Schedule

Effective July 1 in each appropriate year

SPECIAL INVESTIGATORS

A. Bachelor Degree Level

Step	1987-88	1988-89	1989-90	1990-91
1	20,126	21,876	23,626	25,376
2	21,098	22,848	24,598	26,348
3	22,602	24,352	26,102	27,852
4	24,265	26,015	27,765	29,515
5	25,312	27,312	29,312	31,312
6	26,130	28,130	30,130	32,130
7	26,970	28,970	30,970	33,970
8	27,792	29,792	31,792	33,792
9	28,633	31,133	33,633	36,133
10	29,455	31,955	34,455	36,955
11	30,639	33,539	36,439	39,339
12	32,510	35,410	38,310	41,210
13	37,644	40,544	43,444	46,344
1st Longevity (20th Year)	1,000	41,644	44,644	47,644
2nd Longevity (25TH Year)	1,000	42,744	45,844	48,944

B. Master Degree Level

Step	1987-88	1988-89	1989-90	1990-91
1	20,126	21,876	23,626	25,376
2	21,098	22,848	24,598	26,348
3	22,602	24,352	26,102	27,852
4	24,265	26,015	27,765	29,515
5	25,312	27,312	29,312	31,312
6	26,130	28,130	30,130	32,130
7	26,970	28,970	28,970	30,970
8	27,792	29,792	31,792	33,792
9	28,633	31,133	33,633	36,133
10	29,455	31,955	34,455	36,955
11	30,639	33,539	36,439	39,339
12	32,510	35,410	38,310	41,210
13	37,644	40,544	43,444	46,344
1st Longevity (20th Year)	1,000	41,644	44,644	47,644
2nd Longevity (25th Year)	1,000	42,744	45,844	48,944

C. Ph.D. Level

Step	1987-88	1988-89	1989-90	1990-91
1	22,520	24,270	26,020	27,770
2	23,492	25,242	26,992	28,742
3	25,106	26,856	28,606	30,356
4	26,767	28,517	30,267	30,356
5	27,792	29,792	31,792	33,792
6	28,646	30,646	32,646	34,646
7	29,454	31,454	33,454	35,454
8	30,165	32,165	34,165	36,165
9	31,162	33,662	36,162	38,662
10	31,954	34,454	36,954	39,454
11	33,122	36,022	38,922	41,822
12	35,008	37,908	40,808	43,708
13	40,281	43,181	46,081	48,981
1st Longevity (20th Year)	1,000	44,281	47,281	50,281
2nd Longevity (25th Year)	45,381	48,481	51,581	

COURT REPRESENTATIVES

EFFECTIVE JULY 1 IN EACH APPROPRIATE YEAR

D. Bachelor Degree Level

Step	1987-88	1988-89	1989-90	1990-91
1	25,012	26,762	28,512	30,262
2	26,805	28,555	30,305	32,055
3	28,472	30,222	31,972	33,722
4	29,372	31,112	32,872	34,622
5	30,296	32,296	34,296	36,296
6	31,200	33,200	35,200	37,200
7	32,125	34,125	36,125	38,125
8	32,947	34,947	36,947	38,947
9	33,948	36,448	38,948	41,448
10	34,855	37,355	39,855	42,355
11	40,855	43,755	46,655	49,555
1st Longevity (20th Year)	1,000	44,855	47,855	50,855
2nd Longevity (25th Year)	1,000	45,955	49,055	52,155

E. B.M.A. Level

Step	1987-88	1988-89	1989-90	1990-91
1	26,364	28,114	29,864	31,614
2	28,136	29,886	31,636	33,386
3	29,845	31,595	33,345	35,095
4	30,749	32,499	34,249	35,999
5	31,020	33,020	35,020	37,020
6	31,670	33,670	35,670	37,670
7	33,498	35,498	37,498	39,498
8	34,402	36,402	38,402	40,402
9	35,324	37,824	40,324	42,824
10	36,228	38,728	41,228	43,728
11	42,294	45,194	48,094	50,994
1st Longevity (20th Year)	1,000	46,294	49,294	52,294
2nd Longevity (25th Year)	1,000	47,394	50,494	53,594

F. Ph.D Level

Step	1987-88	1988-89	1989-90	1990-91
1	27,714	29,464	31,214	32,964
2	29,506	31,256	33,006	34,756
3	31,200	32,950	34,700	36,450
4	32,125	33,875	35,625	37,375
5	32,947	34,847	36,947	38,947
6	33,948	35,948	37,948	39,948
7	34,855	36,855	38,855	40,855
8	35,775	37,775	39,775	41,775
9	36,679	39,179	41,679	44,179
10	37,403	40,103	42,603	45,103
11	43,823	46,723	49,623	52,523
1st Longevity (20th Year)	1,000	47,823	50,823	53,823
2nd Longevity (25th Year)		48,923	52,023	55,123

SECTION 5 - PROJECT COORDINATORS

A. Bachelor Level

EFFECTIVE JULY 1 IN EACH APPROPRIATE YEAR

Step	1987-88	1988-89	1989-90	1990-91
1	21,367	22,867	24,367	25,867
2	22,340	23,840	25,340	26,840
3	23,828	25,328	26,828	28,328
4	25,490	26,990	28,490	29,990
5	26,537	28,287	30,037	31,787
6	27,356	29,106	30,856	32,606
7	28,198	29,948	31,698	33,448
8	29,019	30,769	32,519	34,269
9	29,860	31,860	33,860	35,860
10	30,678	32,678	34,678	36,678
11	31,867	33,867	35,867	37,867
12	33,734	35,734	37,734	39,734
13	38,820	41,320	43,820	46,320
1st Longevity (20th Year)	1,000	42,420	45,020	47,620
2nd Longevity (25th Year)	1,000	43,520	46,220	48,920

B. M.A. Level

Step	1987-88	1988-89	1989-90	1990-91
1	22,564	24,064	25,564	27,064
2	23,536	25,036	26,536	28,036
3	25,082	26,582	28,082	29,582
4	26,724	28,224	29,724	31,224
5	27,786	29,536	31,286	33,036
6	28,610	30,360	32,110	33,860
7	29,446	31,196	32,946	34,696
8	30,267	32,017	33,767	35,517
9	31,108	33,108	35,108	37,108
10	31,929	33,929	35,929	37,929
11	33,115	35,115	37,115	39,115
12	34,983	36,983	38,983	40,983
13	40,132	42,832	45,532	48,232
1st Longevity (20th Year)	1,000	43,932	46,732	49,532
2nd Longevity (25th Year)	1,000	45,032	47,932	50,832

C. Ph.D Level

Step	1987-88	1988-89	1989-90	1990-91
1	23,758	25,528	26,758	28,258
2	24,731	26,231	27,731	29,231
3	26,330	27,830	29,330	30,830
4	27,993	29,493	30,993	32,493
5	29,019	30,769	32,519	34,269
6	29,859	31,609	33,359	35,109
7	30,678	32,428	34,178	35,928
8	31,517	33,267	35,017	36,767
9	32,340	34,340	36,340	38,340
10	33,179	35,179	37,179	39,179
11	34,346	36,346	38,346	40,346
12	36,234	38,234	40,234	42,234
13	41,457	44,357	47,257	50,157
1st Longevity (20th Year)	1,000	45,457	48,457	51,457
2nd Longevity (25th Year)	1,000	46,557	49,657	52,757

SECTION 6 - COORDINATORS

A. Bachelor's Level

Step	1987-88	1988-89	1989-90	1990-91
1	20,867	22,367	23,867	25,367
2	21,840	23,340	24,840	26,340
3	23,328	24,828	26,328	27,828
4	24,990	26,490	27,990	29,490
5	26,037	27,787	29,537	31,287
6	26,856	28,606	30,356	32,106
7	27,698	29,448	31,198	32,948
8	28,519	30,269	32,019	33,769
9	29,630	31,630	33,630	35,630
10	30,178	32,178	34,178	36,178
11	31,367	33,367	35,367	37,367
12	33,234	35,234	37,234	39,234
13	38,320	40,820	43,320	45,820
1st Longevity (20th Year)	1,000	41,920	44,520	47,120
2nd Longevity (25th Year)	1,000	43,000	45,720	48,420

B. Master Degree Level

Step	1987-88	1988-89	1989-90	1990-91
1	22,054	23,564	25,064	26,564
2	22,756	24,256	25,756	27,256
3	24,582	26,082	27,582	29,082
4	25,224	27,724	29,224	30,724
5	27,286	29,036	30,786	32,536
6	28,110	29,860	31,610	33,360
7	28,946	30,696	32,446	34,196
8	29,767	31,517	33,267	35,017
9	30,608	32,608	34,608	36,608
10	31,429	33,429	35,429	37,429
11	32,615	34,615	36,615	38,615
12	34,483	36,483	38,483	40,483
13	39,632	42,332	45,032	47,732
1st Longevity (20th Year)	1,000	43,432	46,232	49,032
2nd Longevity (25th Year)	1,000	44,532	47,432	50,332

C. Ph.D Level

Step	1987-77	1988-89	1989-90	1990-91
1	23,258	24,758	26,258	27,758
2	24,231	25,731	27,231	28,731
3	25,830	27,330	28,830	30,330
4	27,493	28,993	30,493	31,993
5	28,519	30,269	32,019	33,769
6	29,359	31,109	32,859	34,609
7	30,178	31,928	33,678	35,428
8	31,017	32,767	34,517	36,267
9	31,840	33,840	35,840	37,840
10	32,679	34,679	36,679	38,679
11	33,846	35,846	37,846	39,846
12	35,734	37,734	39,734	41,734
13	40,957	43,857	46,757	49,657
1st Longevity (20th Year)	1,000	44,957	47,957	50,957
2nd Longevity (25th Year)	1,000	46,057	49,157	52,257

SECTION 7 - CORRECTING PAYROLL ERRORS

Payroll error shall be corrected within 24 hours of the time the error is reported by the affected employee.

SECTION 8

If an employee claims that he has been placed on the wrong step of the salary schedule applicable to him and presents satisfactory evidence to the Department of Personnel establishing 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 the Department of Personnel even if the employee makes no claim.

SECTION 9

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 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 Board of Education Payroll Division on the last working day a final time report indicating absences for the last three (3) working days.

SECTION 10 - PAYDAYS FOR INSTRUCTIONAL PERSONNEL, AIDES AND CLERKS SHALL BE AS FOLLOWS:

A. Employees shall have the option of receiving their salary on a ten (10) or twelve (12) month basis, provided thirty (30) per cent on the employees covered under this agreement make a written request for the twelve (12) month option no later than March 1, 1976, for the school year, commencing September 1, 1976.

B. Employees covered under this agreement shall be paid every other Friday during the school year. Specific pay dates for each school year shall be made available at the beginning of each school year.

C. Pay Dates 1988-89

September 9, 1988 (3 days)
September 23, 1988
October 7, 1988
October 21, 1988
November 4, 1988
November 18, 1988
December 2, 1988
December 16, 1988
*December 30, 1988
January 13, 1989
January 27, 1989

February 10, 1989
February 24, 1989
March 10, 1989 ✓
*March 24, 1989
April 7, 1989
*April 21, 1989
May 5, 1989
May 19, 1989
June 2, 1989
June 16, 1989
June 22, 1989 (4 days)

*These pay dates are School Holidays and therefore subject to change.

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

SECTION 11

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 12

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

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

SECTION 13

ATTENDANCE COUNSELORS, SPECIAL INVESTIGATORS AND COURT REPRESENTATIVES EXPENSES EFFECTIVE JULY 1 OF EACH APPROPRIATE YEAR

1987-88	1988-89	1989-90	1990-91
\$31.00 per month	\$40.00 per month	\$40.00 per month	\$40.00 per month

SECTION 14

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 15

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 including Recreation Director.

SECTION 16

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 shall receive his regular payroll check. Such a selection shall be made at the beginning of the school year and remain in effect for that year unless a change in assignment justifies a change in site.

SECTION 17

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

SECTION 18

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

SECTION 19 - REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILES AND PUBLIC TRANSPORTATION IN THE PERFORMANCE OF OFFICIAL WORK

- A. Social Workers, Psychologists and Learning Consultants shall be reimbursed for use of their cars in the performance of official work in traveling from one work site to another work site.
- B. Reimbursement shall be given only if the worker must travel to more than one site during the school day. No reimbursement shall be made if the employee remains on her/his work site for the entire day.
- C. The departure point shall be the individual's scheduled work location in computing the cost.
- D. Reimbursement shall be either the cost of public transportation, if used, or the IRS mileage allowance if a private automobile is used.
- E. Vouchers for travel reimbursement shall be prepared monthly and shall be submitted to the Director of the Division for review and approval by the fifth (5th) day of the month.
- F. The mileage allowance shall be paid within thirty (3) working days after the voucher is submitted to the Director of the Division and shall be paid by separate check.

SECTION 20

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 of YETP
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
Coordinator Basic Skills

ARTICLE XVIII - STUDENT HEALTH AND WELFARE

SECTION 1 - SICKLE CELL ANEMIA AND LEAD POISONING

The Board 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 insure early detection for children from Kindergarten through K-2; and any other children under its aegis in pre-school programs. The cost of implementation shall not be restricted to the use of Board funds but rather the Board 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 Board agrees to continue its practice of providing sight and hearing testing programs for pupils in the elementary grades. Furthermore it agrees to continue its practice of testing any pupils who have been missed by the normal routine as well as giving additional testing to any pupil at any level of instruction who may be referred to it on the request of any teacher, administrator or other member of the professional staff.

ARTICLE XIX - EMPLOYEE ASSISTANCE PROGRAM

The Board 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 Board 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 structured and designed to achieve rehabilitation, rather than for employee displacement. The Board and Union may establish such program by contractual agreement with an agency or institution qualified to provide such services as necessary and proper to conduct this program.

The Board 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 of alcohol and chemical dependency. Participation by unit members shall be voluntary and confidential. The Board shall refer such employees to the joint program for treatment. The employee's failure to participate shall be considered grounds for disciplinary action.

ARTICLE XX - QUALITY CONTROL COMMITTEE

A quality control committee shall be appointed yearly. It shall consist of (a) Assistant Executive Superintendent in charge of Physical Facilities or his designee (b) two (2) instructional administrators appointed by the Executive 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 all other items

pertaining to effective operational procedures of schools. The Committee shall be set up no later than one (1) month following the ratification of this agreement. The committee will meet monthly during the school year after school hours.

ARTICLE XXI - SCHOOL IN HOUSING

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

ARTICLE XXII - FEDERAL SUPPLEMENTAL FUNDS

The Board recognizes the educational value derived from programs made available by federal supplemental funding sources. In the event of federal cut-backs on funds, the Board 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 program so affected.

ARTICLE XXIII - CURRICULUM REVISION

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

All meetings of any curriculum committee called by the Assistant Executive 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 Executive Superintendent in charge of Curriculum Services, in order to perform research or other activities necessary to accomplish the work of such committee.

Substitute overage, 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 committees.

The Board 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 nominees' of the Union.
5. 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 Executive Superintendent in charge of Curriculum Services the names of its nominees for the committee as provided above. Within two weeks after receipt of the list of Union nominees, the Assistant Executive Superintendent in charge of 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 Executive Superintendent in charge of Curriculum Services and any immediate staff members of the Assistant Executive Superintendent. The purpose of this conference will be to afford the Union an opportunity of presenting to the Department of Curriculum Services its concern and views with respect to any overall curricular activities within the Newark Public School System.

ARTICLE XXIV - MATTERS NOT COVERED

SECTION 1

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

SECTION 2

The Board agrees that it will make no change in existing Board 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

Negotiations on a new contract shall commence no sooner than October 1, 1990 upon the receipt from the Union of a written request for same. Negotiations for a new contract are subject to Chapter 303 of the Laws of the State of New Jersey of 1968 and Fair Labor Practices.

ARTICLE XXV - NEW JOB TITLES OR CATEGORIES

- A. When a new job title or new category of employees whose activities are substantially similar to those of three (3) hour aides, six (6) hour aides, school clerks, and non-administrative instructional personnel are established by the Board, the Board shall provide the Union with notice thereof, thirty (30) days in advance of its establishment.
- B. If the Union asserts that the title or category is within the jurisdiction of its bargaining unit it shall make such demand to the Board in writing. The Board shall respond in writing within five (5) working days.
- C. In the event the parties agree that the title or category is within the Union's bargaining unit, negotiations concerning the working conditions for the title or category shall commence forthwith.
- D. In the event the parties fail to agree on the working conditions of such title or category, the Board may fill the position on the thirty-first (31st) day following the notice to the Union contained in paragraph one (1). Upon subsequent agreement any working conditions which are capable of being made retroactive shall be so implemented.

ARTICLE XXVI - PEER COACHES AND/OR MENTOR TEACHERS

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

ARTICLE XXVII - AIDS POLICY

The Board 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 1989.

ARTICLE XXVIII - LABOR STUDIES

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

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

ARTICLE XXIX - 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 Board.

ARTICLE XXX - NO STRIKE

SECTION 1

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

SECTION 2

The Board 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 XXXI - CONFORMITY TO LAW AND SAVINGS CLAUSE

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

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right to carry out the mission of the school district subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and statutory regulations.

ARTICLE XXXII - AGENCY SHOP

The Board of Education of the City of Newark and the Newark Teachers Union, Local 481, A.F.T./AFL-CIO agree that effective July 1, 1980 the Board shall deduct the sum of eight-five (85%) percent of the rate of the N.T.U. Union dues from each and every Non-Union 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 Board of Education approval.

ARTICLE XXXIII - ACCOUNTABILITY STUDY

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

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

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

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

The full committee shall begin to operate as rapidly as feasible and shall present a first report of its finding and recommendations during the month of July, 1986 to the Board and the Union. Teacher members of the Committee shall be excused from duty without loss of salary and with full substitute coverage on all days when the committee meets.

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

ARTICLE XXXIV - DURATION

This agreement and each of its provisions shall be binding and effective as of the 1st day of July 1988 and shall continue in full force and effect until and through the 30th day of June 1991.

In Witness Whereof, the Union and the Board ratified this document as of July 1, 1988.

NOTES