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RAYMOND ARTHUR ABBOTT, et al.,

Plaintiffs,

v.

FRED G. BURKE, et al.,

Defendants.

SUPREME COURT OF NEW JERSEY

Docket No.

Civil Action

**CERTIFICATION OF PETER SHULMAN**

I, Peter Shulman, of full age, hereby certify that:

1. I am the Deputy Commissioner within the New Jersey Department of Education. I have served in this position since January 2016. Prior to becoming Deputy Commissioner, I served as Assistant Commissioner and served in that position since November 2011.

2. As the Deputy Commissioner, I am responsible for overseeing the Divisions of Talent, Information Technology and Performance.

3. Attached hereto as **Exhibit A** is a chart showing the graduation rates in SDA Districts and non-SDA Districts from the 2010-2011 school year through the 2014/2015 school year. The graduation rates for the SDA Districts represent a weighted average for the graduation rate in the 31 SDA Districts. The rate does not include charter schools in SDA Districts. The graduation rates for the non-SDA Districts in Exhibit A are the weighted average for all other school districts outside of the SDA Districts, including charters school contained within those non-SDA Districts. The non-SDA District graduation rates do not include charter schools whose catchment includes an SDA district.

4. Beginning in 2010/2011, New Jersey adopted the "four-year adjusted cohort graduation rate." Per United States Department of Education guidance, "the four-year adjusted cohort graduation rate (hereafter referred to as "the four-year graduation rate") is the number of students who graduate in four years with a regular high school diploma divided by the number of students who form the adjusted cohort for the graduating class. From the beginning of 9th grade, students who are entering that grade for the first time form a cohort that is subsequently 'adjusted' by adding any students who transfer into the cohort later during the 9th grade and the next three years and subtracting any students who transfer out, emigrate to

another country, or die during that same period." (See <http://www2.ed.gov/policy/elsec/guid/hsgrguidance.pdf>).

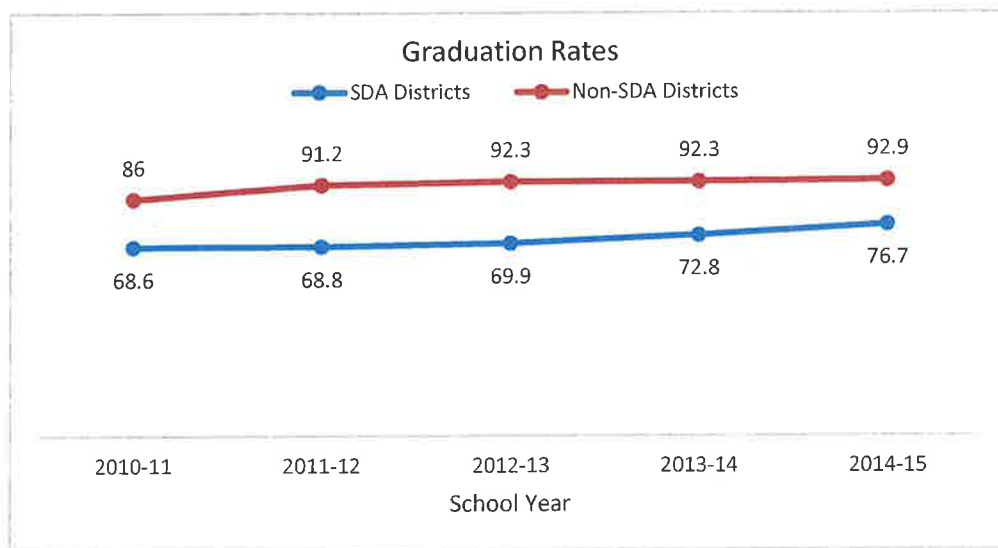
5. Attached hereto as **Exhibit B**, **Exhibit C** and **Exhibit D** are copies of the current CNA's for Camden City District, Newark District and Paterson District.

I hereby certify that the statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

  
\_\_\_\_\_  
Peter Shulman

Dated: September 14, 2016

SHULMAN – EXHIBIT A



SHULMAN - EXHIBIT B

**A G R E E M E N T**

**between the**

**CAMDEN EDUCATION ASSOCIATION  
(TEACHERS)**

**and the**

**CAMDEN CITY SCHOOL DISTRICT**

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**July 1, 2015 through June 30, 2018**

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Final Agreement for Execution - 09/7/15

## TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	4
I	RECOGNITION	4
II	NEGOTIATIONS PROCEDURES	5
III	GRIEVANCE PROCEDURES	6
IV	TEACHER/EMPLOYEE RIGHTS	11
V	ASSOCIATION RIGHTS AND PRIVILEGES	13
VI	BOARD RIGHTS	17
	AFTER-SCHOOL; EVENING SCHOOL; SUMMER SCHOOL: SATURDAY HOME TEACHING AND FEDERAL	
VII	PROGRAMS	18
VIII	SALARIES	21
IX	DEDUCTIONS FROM SALARY	30
X	EVALUATION PROCEDURES	32
XI	PERSONNEL FILES	36
XII	SICK LEAVE	37
XIII	TEMPORARY LEAVES OF ABSENCE	40
XIV	EXTENDED LEAVES OF ABSENCE	43
XV	SABBATICAL LEAVE	47
XVI	PROTECTION OF TEACHERS AND THEIR PROPERTY	49
XVII	INSURANCE PROTECTION	51
XVIII	TUITION REIMBURSEMENT	53
XIX	CLASS SIZE	55
XX	EMPLOYEE ASSISTANCE PROGRAM	56
XXI	BOOKS AND INSTRUCTIONAL MATERIALS	57
XXII	SUPERVISION OF STUDENT TEACHERS	58
XXIII	ASSOCIATION - ADMINISTRATION LIAISON	59
XXIV	REDUCTION IN FORCE	60
XXV	TEACHER, WORK YEAR	62
XXVI	TEACHING HOURS AND LOAD	64
XXVII	FAMILY SCHOOLS (K-8)	67
XXVIII	TEACHER ASSIGNMENTS	68
XXIX	TRANSFERS AND REASSIGNMENTS	70
XXX	NEW POSITIONS & PROMOTIONS	72
XXXI	MAINTENANCE OF BENEFITS	73
XXXII	MISCELLANEOUS PROVISIONS	74
XXXIII	ATTENDANCE INCENTIVE	75
XXXIV	DURATION OF AGREEMENT	76
	SALARY GUIDE A-1 – 10 MONTH CERTIFIED TEACHERS 2015-2016	77
	SALARY GUIDE A-2 – 10 MONTH CERTIFIED TEACHERS 2016-2017	78



SALARY GUIDE A-3 – 10 MONTH CERTIFIED TEACHERS 2017-2018	79
SALARY GUIDE B-1 – CRISIS COUNSELOR; HEALTH AND SOCIAL SERVICES COORDINATOR; SCHEDULER; SITE MANAGER – 2015-2016	80
SALARY GUIDE B-2 – CRISIS COUNSELOR; HEALTH AND SOCIAL SERVICES COORDINATOR; SCHEDULER; SITE MANAGER – 2016-2017	81
SALARY GUIDE B-3 – CRISIS COUNSELOR; HEALTH AND SOCIAL SERVICES COORDINATOR; SCHEDULER; SITE MANAGER – 2017-2018	82
SCHEDULE “C” – EXTRA-CURRICULAR COMPENSATION 2015-2018	83
SCHEDULE “D” – EXTRA-CURRICULAR COMPENSATION ATHLETIC AND NON-ATHLETIC HIGH SCHOOL - 2015-2018	84
SCHEDULE “E” – EXTRA-CURRICULAR COMPENSATION NON-ATHLETIC - 2015-2018	85
SCHEDULE “F” – INTRAMURAL STIPENDS – 2015-2018	86
SCHEDULE “G” – 2015-2018	87
SCHEDULE “H” – 2015-2018	87

## PREAMBLE

THIS AGREEMENT is entered into this 21st day of September 2015 by and between the Camden City School District, Camden, New Jersey, hereinafter called "the District" and the Camden Education Association, hereinafter called "the Association." The duration of this Agreement will be as provided in Article XXXVII.

## ARTICLE I RECOGNITION

A. Pursuant to N.J.S.A. 34:13A-1, et. seq., as amended, known as the New Jersey Employer Employee Relations Act, the District hereby recognizes the Camden Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel under contract with the Board, or on leave from the school district, including teachers; provisional teachers; librarians; nurses; guidance counselors; social workers; LDTCs; speech therapists; health and Social Services Coordinator; site managers; crisis counselors; resource persons; teacher mentors; vocational education teachers; department chairpersons; and athletic trainers; drop-out Prevention Officers; Educational Program Teacher Specialists; Facilitators; and Technology Coordinators; Schedulers; JROTC Teachers; JAG Counselor ( Guidance Counselor); JAG Specialist (Ed Prog Spec); but excluding the State Superintendent; assistant superintendents; business administrator; secretary to the Board; assistant secretaries; directors; supervisors; coordinators; principals; vice principals; assistant principals; dean of students.

B. 1. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined,

2. "Seniority" shall be based on a teacher's continuous length of service with the District.

ARTICLE II  
NEGOTIATIONS PROCEDURES

A. In accordance with the provisions of N.J.S.A. 34:13A-1, et. seq., as amended, the parties agree to commence negotiations on a successor Agreement not later than November first of the calendar year preceding the calendar year in which this Agreement expires.

B. Upon reasonable written request by the President of the Association to the State Superintendent and District Secretary, the District agrees to make known to the President when and where the Association may obtain documents that the District is required by law to release.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed the Agreement.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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ARTICLE III  
GRIEVANCE PROCEDURES

A. Definition

A "grievance" shall mean a complaint by a teacher or the Association that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or misapplication of this Agreement. A grievance to be considered under this procedure must be initiated in writing by the teacher or the Association within thirty (30) calendar days from the time when the teacher or the Association knew or should have known of its occurrence.

B. 1. Procedure:

(a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant or the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that grievants shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have been fully determined.

2. Any teacher who has a grievance shall discuss it first with the Principal or immediate supervisor in an attempt to resolve the matter informally at that level.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within ten (10) work days, he/she shall initiate a grievance in writing to the Principal or immediate supervisor with a copy to the State Superintendent.

The Principal or immediate supervisor shall communicate a decision to the grievant in writing within ten (10) work days of receipt of the written grievance.

4. The teacher, no later than ten (10) work days after receipt of the Principal's or immediate supervisor's decision, may appeal that decision to the State Superintendent. The appeal to the State Superintendent must be made in writing, reciting the matter submitted to the Principal or immediate supervisor as specified above and his or her dissatisfaction with decisions previously rendered. The State Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The State Superintendent shall communicate a decision in writing to the grievant and to the Association directed to the Chairperson of its Professional Rights and Responsibilities Committee and the Principal or immediate supervisor. Whenever a timeline specified in this section is not going to be met, either party may request in writing from the other party additional time to process the grievance. Any such extension shall be agreed to in writing.

5. If the decision of the State Superintendent does not resolve the grievance to the satisfaction of the Association and the Association wishes to proceed to arbitration, it must file a demand for arbitration with one of the panel arbitrators no later than fifteen (15) work days from receipt of the State Superintendent's decision.

6. (a) The parties agree to use the following arbitration panel: James Mastriani; Martin Scheinman; Jeffrey Tener; and Joel Weisblatt. The parties agree to be bound by the Rules and Guidelines under the Public Employment Relations Commission (PERC).

(b) The Arbitrator shall be limited to the issues submitted and shall consider nothing else. The Arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties. The Arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the District. The recommendations of the Arbitrator shall be binding on the parties. Only the State Superintendent and the aggrieved and their representatives shall be given copies of the Arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the Arbitrator's hearings.

7. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

8. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as hereafter as is practicable.

C. Rights of Teachers to Representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at the grievant's option, by a representative selected or approved by the Association.

2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or at a later level, be notified that the grievance is in the process,

have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

3. The District and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting an appeal with respect to personal grievances.

D. 1. If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one school building, the Association may submit such grievance in writing directly to the State Superintendent and the processing of such grievance shall commence at that level. The Association shall have the exclusive right to pursue such grievances.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.

3. The Association shall be responsible for developing the grievance form to be utilized.

E. Salary Appeals:

1. A grievance involving a question of salary shall be initiated by filing a statement of grievance with the State Superintendent for ruling and may thereafter proceed under Sections B5 and B6 of this Article.

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F. Costs:

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the Arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. If time is lost by any employee due to arbitration hearings or mutually scheduled grievance proceedings, the employee shall suffer no loss of compensation.



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#### ARTICLE IV

#### TEACHER/EMPLOYEE RIGHTS

- A. No teacher/employee shall be disciplined or reprimanded without just cause.
- B. Whenever any teacher/employee is required to appear before the State Superintendent or his/her designee, the District or any committee thereof concerning any matter which could adversely affect the continuation of that teacher/employee in his/her office, position or employment or the salary or any increments pertaining thereto, then the teacher/employee shall be given reasonable prior written notice of the reason(s) for such meeting or interview and his/her right to have a representative of the Association present for advisement and representation during such meeting or interview. The Association shall receive a copy of this notice.
- C. Teachers/employees shall not transport students in a private automobile.
- D. No teacher/employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. Determination of grades and other evaluations of students is primarily the responsibility of the student's teacher. In the event any grade is subsequently changed or modified, the teacher shall be so informed at that time. Whoever makes such a change shall clearly identify himself/herself by placing his/her name next to that grade on all records of that grade. Teachers shall be required to give grades to all students in accordance with the reporting procedure in practice in the school or grade level.

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F. The District and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers/employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, or marital status.

G. Whenever an employee is served with a Rice notice and/or is required to appear before the State Superintendent or his/her designee, the District or any committee thereof, concerning any matter which could adversely affect the continuation of that teacher/employee in his/her office, position or employment or the salary or any increments pertaining thereto, then the teacher/employee and the Association shall be given reasonable (at least 2 work days) written notice prior to the meeting of the reason(s) for such meeting or interview and his/her right to have a representative present during such meeting or interview.

H. The Association shall also receive a list of all RIFs, terminations, increment withholdings and any other actions by the State Superintendent or the District which will adversely affect a teacher's/employee's job status within 3 work days after such action.

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## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association, the Camden County Council of Education Associations, the New Jersey Education Association, and the National Education Association may be permitted to transact official Association business on school property at reasonable times provided that notification has been given to the building Principal or administrator in charge.

B. The Association and its representatives may have the right to use school buildings at reasonable hours for meetings provided prior written permission has been granted by the District. Permission may only be granted if the Association makes a written request to the District a minimum of twenty-four (24) hours before the meeting and gives a copy of the request to the building Principal.

C. The Association shall have the use of a bulletin board in each faculty lounge in each building. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal or Administrator in charge.

D. Only the Association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities provided the following procedures are followed by the Association:

1. Mailboxes may be used as the Association deems necessary for distribution of any materials delivered within an envelope without the approval of the building Principal or other members of the Administration. For all other materials, the Association may use the school mailboxes in a reasonable manner with permission of the building Principal, which permission shall not be unreasonably withheld.

2. In the case of a system-wide or a substantial distribution of material, the Association shall deliver said materials in packages for each school to the central warehouse not later than Wednesday for delivery the following Monday. In the case of a minor delivery, the Association may deliver the material property addressed and packaged by school, to their respective main office not later than Friday for delivery the following Monday.

E. Materials addressed to building representatives received in the building will be placed in their mailboxes.

F. The President or his/her designee in his/her absence and/or the Chairperson of the Professional Rights and Responsibilities Committee (Grievance Chairperson) or his/her designee in his/her absence shall have freedom to enter and leave their assigned buildings and other buildings at reasonable times when school is in session and they are not otherwise assigned, provided they notify their building Principal or administrator in charge, in person, and they notify the building Principal or administrator in charge, in person, of any other building that they wish to enter.

G. The rights and privileges of the Association and representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organization,

H. The District agrees to supply the Association with names and addresses of all teachers on October 1<sup>st</sup>, and with names and building assignments on February 1<sup>st</sup>, of each year. The District shall also provide the Association by October 1<sup>st</sup> with the names and addresses of teachers to be initially employed as of September 1<sup>st</sup>. This information shall be used by the Association only for organizational purposes. The District shall bear no responsibility for the use of this information after it has been supplied to the

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Association. The District shall send to the Association copies of all bulletins that go out to personnel represented by the Association.

I. The Association shall be allotted a maximum of thirty (30) minutes is part of the regular program for orientation of new teachers at the beginning of each school year. The Association may appoint a member of the Committee which plans the orientation program.

J. Whenever members of the Negotiations Committee of the Association are mutually scheduled to participate during working hours in negotiations, they shall suffer no loss in pay.

K. The District shall grant a full leave of absence with pay and with all hospital and insurance benefits to the President of the Association or his/her designee during the term of office of the President. The Association shall reimburse to the District the full cost for the salary and all hospitalization and other insurance coverage afforded the President, or his/her designee, under this provision. Upon return from this leave of absence, the Association President, or his/her designee, shall be entitled to credit for the year of leave for purposes of the salary increment program.

L. The First Vice-President of the Association shall be entitled to a daily half day release time to attend Association business, provided the employee's work schedule can be fully performed. The determination as to whether the employee's course schedule can be accommodated in conjunction with the release time shall be made by the State Superintendent.

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M. Association Leave Days.

The District and the Camden Education Association agree that a maximum of forty (40) days of leave per year shall be available to the Camden Education Association for use by employees represented by any Camden Education Association unit and designated by the Association. Such Association days shall be available for a full day or one-half day usage. Association days shall not be used for any litigation involving the Association and the District and/or Association members. All requests for use of Association days shall be submitted in writing to the State Superintendent no less than two (2) working days prior to the requested leave, unless deemed an emergency.

N. If the Association President is absent and unable to attend to Association business in the Camden City District, then the First Vice-President may contact the State Superintendent to arrange for release time to attend to Association business.

**ARTICLE VI**  
**BOARD RIGHTS**

A. The Association recognizes that the State Superintendent and/or the District may not, by agreement delegate authority and responsibility which by law are imposed upon and lodged with the District.

B. It is understood by all parties that, under the rulings of the Courts of New Jersey and the State Commissioner of Education, the State Superintendent and/or the District is forbidden to waive any rights or powers granted it by law.

C. The State Superintendent and/or the District, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations

- (a) to direct employees of the school district;
- (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees;
- (c) to relieve employees from duties because of lack of work, or other legitimate reasons;
- (d) to maintain the efficiency of the school district operations entrusted to them;
- (e) to determine the methods, means and personnel by which such operations are to be conducted, and
- (f) to take whatever other actions may be necessary to carry out the mission of the school district in any situation.

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**ARTICLE VII**  
**AFTER-SCHOOL; EVENING SCHOOL; SUMMER SCHOOL; SATURDAY**  
**HOME INSTRUCTION AND FEDERAL PROGRAMS**

A. 1. All openings for positions in the accredited Evening School, Summer School, Federal Projects and Home Teaching Programs shall be publicized by the Superintendent in accordance with the following procedure:

(a) Evening School - Notice of positions available in the accredited Evening School, including duties, hours and rates of pay, shall be posted in all buildings as soon as possible after the position availability becomes known and at least ten (10) days before appointments to positions are made.

(b) Summer School Notice of positions available for Summer School, including duties, requirements, hours and rates of pay, shall be posted in all buildings as soon as possible after the position availability becomes known and at least thirty (30) days before appointments to positions are made.

(c) Federal Programs - Notice for positions available in federally funded programs shall be posted within a reasonable time of notification to the Board that such programs are to be funded. Such notices shall be posted in each school for such time as may be reasonably consistent with the time of the notice of funding and the time when the program must begin. Such notices shall include a description of the position, requirements, hours and rates of pay.

(d) Teachers who are required to attend workshops or in services beyond the normal work day shall be paid \$30.00 per-hour.

2. Copies of the notices listed above shall be forwarded to the Association as soon as possible.



B. In filling teaching positions in the above programs, consideration shall be given to area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Camden School District, subject area and/or grade level taught during the regular school year and/or during the previous four (4) school years. Teachers employed in the Camden School District shall have priority for such assignments before appointment of applicants from outside the district.

C. Summer Work Procedures

1. In the event there is sufficient work, all Guidance Counselors shall be given the opportunity to work an eleventh month. The Board shall make the offers no later than May 30. The schedule is to be determined by the Assistant Superintendents for Curriculum and Instruction.

2. The Board may assign One (1) Guidance Counselor to work at each middle and high school for one (1) month in the summer.

3. Volunteers shall work the above assignments, but if there is not a volunteer in a particular school, a Guidance Counselor shall be assigned by the Superintendent or his/her designee. When such assignments are necessary, they shall be done on a rotating basis in reverse order of seniority.

4. In the event there is sufficient work, all LDTC's, Social Workers and Speech Therapists shall be given the opportunity to work an eleventh (11th) month. The offer of employment by the Board for the eleventh (11th) month shall be made not later than May 30. The schedule is to be determined by the Director of Special Services.

5. The summer hours for all LDTC's, Social Workers, Guidance Counselors and Speech Therapists shall be six (6) hours per day, not including lunch, Monday through Friday, except on holidays when the office is closed.

6. LDTC's, Social Workers and Speech Therapists shall be able to utilize sick leave during their summer employment pursuant to Article XII (Sick Leave).

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D. Home Instruction

1. Home instruction assignments shall first be offered during non-school hours to CEA staff. If no CEA staff member accepts the assignment, it shall be offered as outlined below.

2. In the event that no CEA members accepts the assignment, home instruction may take place during school hours or after school hours and certificated non-CCSD staff may be hired to perform such instruction for students on weekdays during the academic year, between September and June.

3. These non-CCSD staff hired for academic year, day-time, weekday home instruction, may be hired on a part-time or hourly basis.

4. The right of first refusal for Saturday home instruction shall be given to existing CCSD teachers.

## ARTICLE VIII

### SALARIES

A. The salaries for all teachers covered by this Agreement shall be set forth in the Salary Schedules which are attached hereto and made a part hereof, except as otherwise provided below and consistent with the further provisions of this Article.

1. Definitions of Terms:

(a) Prior Service - Prior teacher service shall include all public school, public college or university successful training experience, and any other federal or state-operated/approved and/or certified program which the State Superintendent determines shall be given prior service credit based upon a full school year. All requests for prior service credit shall be submitted by an employee no later than ten (10) calendar days from the date of the District's appointment and official notification of the requirement for prior service credit to the employee. Documentation must be submitted within sixty (60) days after appointment. Any exceptions shall be subject to the State Superintendent's review.

(b) The State Superintendent's determination of total prior years of employment which shall be given credit shall be made no later than ten (10) calendar days from the receipt of necessary documentation. Any requests and/or documentation for credit received after these deadlines shall be deemed waived.

(c) Local Service - Prior local service shall reflect years of service to the District. A minimum of five (5) months of local service shall be required to gain a year's creditable service within the particular school year for ten (10) month employees. A minimum of six (6) months of local service shall be required to gain a year's creditable service within the particular school year for twelve (12) month employees. Such service may be counted only toward establishing continuous local teaching creditable years. All requests for prior local service credit shall be submitted by an employee no later than ten (10) calendar days

from, the date of the State Superintendent's appointment and official notification of the requirement for prior service credit to the employee. Documentation must be submitted within sixty (60) days after appointment. Any exceptions shall be subject to the State Superintendent's review, Any requests and/or documentation for credit received, after these deadlines shall be deemed waived.

B. CREDITABLE SERVICE

1. In the establishment of creditable service years for adjustment on this schedule, years of service shall be the aggregate total of creditable years as provided under prior and local service.
2. Total of creditable years shall be equated with the corresponding step indicated on the salary schedule. The proper position for the succeeding year shall be established at the next step. Any teacher employed on or before February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
3. Salary upon initial employment is negotiable and may or may not reflect total years of experience.
4. All teachers shall be placed on their proper step of the salary schedule reflecting their years of service for the Camden School District plus total credited years of experience including prior credit. New teachers shall be placed on the current and actual steps of the salary guide.
5. In determining the beginning salary, a teacher may be granted up to three (3) full years of prior creditable experience and may be granted up to one-half (1/2) of the remaining creditable years of teaching experience.
6. Peace Corps, Vista and National Teacher Corps service may be granted for negotiations of initial salary.
7. Vocational trade experience may be granted for negotiation of initial salary and initial placement on the appropriate salary schedule.

8. Only local continuous teaching experience shall be considered as creditable service on non-degree track while an emergency certificate is held.

9. The District reserves the right to employ a teacher with public, private school, or vocational teaching experience on any step of the salary schedule when conditions require such action.

C. IMPLEMENTATION OF SCHEDULES:

1. All teachers shall receive their salary increment, if so entitled, and the salary schedule increase as negotiated.

2. Twelve (12) month employees shall receive all increment effective the first pay in July and ten (10) month employees shall receive an increment effective the first pay in September.

(a) Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Payments shall be made on the fifteenth (15th) and thirtieth (30th) of each month.

(b) Teachers who participated in direct deposit shall be entitled to receive their last June payment only if they have closed out their school obligations no less than three (3) days prior to the closing of school provided that the building administrator has given prior notice to the teachers of this deadline. If a teacher has not closed out his/her school obligations by the three (3) day limit, the teacher's paycheck shall be mailed.

(c) When a payday falls on or during a school holiday, employees shall receive their paychecks on the last previous working day.

(d) If a teacher is sick on a payday, he/she may pick up his/her paycheck between 2-4 p.m. in the payroll office, otherwise, the check will be mailed to the teacher's home.

(e) Extra compensation shall be paid on the 15th and 30th of each month. All stipends will be paid in separate checks from regular salary.

4. Rates of compensation shall be as established by this Agreement only and no other types of compensation shall be paid to teachers unless otherwise negotiated by the parties to this Agreement.

5. Upon completion of requirements for certification, the Vocational Education Teacher will move laterally in step to the Vocational Certified Teacher Guide. If the move is made at the beginning of a school year, the Vocational Education teacher will also receive an increment on the Vocational Certificated Teacher Guide.

6. Movement in step to the "B.A." training level on the salary scale shall be made as requirements are met.

7. Educational Advancement:

(a) To qualify for the BA+15, BA+30, MA+15, and MA+30, a teacher must have acquired the additional credits at the graduate level, after the highest degree granted. These credits shall be verified by an official transcript and they shall be in the applicable teacher's field or subject discipline, subject to approval of the State Superintendent. One credit for the purpose of lateral movement shall also be granted for each mini-course so designated at the discretion of the State Superintendent and completed by the teacher.

(b) A teacher who qualifies for additional training level (BA+15 to MA+30) shall be adjusted laterally in step to the appropriate training level in September, provided that notification has been submitted to the State Superintendent's office before September 30. Notice after October 1 shall be applied to the next year. Those credits that have been approved in the past and where the teacher is currently on the BA+15 to MA+30 tracks shall be acceptable for the future to retain such teacher on his or her present track.

(c) A teacher receiving a Doctoral degree will, as of the first day of the succeeding month, receive a corresponding salary guide adjustment for having

received a Doctoral degree. The Doctoral degree must be an educational doctorate or in an area related to an employee's assignment. The degree must be from an institution approved by the State of New Jersey as an accredited institution.

(d) A teacher, who has satisfactorily completed an approved work-related training course, shall be eligible to receive credits toward educational credit advancement on the salary guide subject to the same procedures applicable to the educational credits. This provision excludes workshops or in services for which a teacher is compensated to attend. The decision as to whether a course is work-related shall be subject to the State Superintendent's or his/her designee's determination.

8. A normal school teacher or nurse who holds a New Jersey permanent certificate, without degree, shall proceed on the Bachelor track of the Salary Schedule.

9. A teacher who has not had a degree conferred by a college and who does not hold a New Jersey Standard Teacher's Certificate, shall proceed on the non-degree schedule.

10. Nurses, other than those who are Vocational Education teachers, shall proceed on the salary schedule in accordance with their training and experience. (Non-degree nurses on the non-degree track, degree nurses on the degree track or beyond, as appropriate).

11. The Salary Schedule for guidance counselors, learning disability teacher consultants, social workers and speech therapists with standard certificates in their respective fields, shall be as set forth in Schedules "A" and "B" which are attached hereto and made a part hereof, consistent with the other provisions of this Article and that creditable teaching experience shall be counted in the application of the schedule.

12. Child Study Teams, including social workers, learning disability teacher consultants, and speech therapists, shall be paid additional annual compensation of One-thousand (\$1,000.00) Dollars.

D. EXTRA-CURRICULAR ACTIVITIES

1. Compensation for all extracurricular activities shall be as set forth in Schedule "C", which is attached hereto and made a part hereof.
2. Prior to accepting a position on Schedule "C", the employee may meet with the Principal for a listing of required duties for the position.
3. Compensation for department head duties shall be as set forth in Schedule "G", which is attached hereto and made a part hereof.
4. Compensation for D/S team leaders, elementary teachers in charge, and child study team leaders shall be set as forth in Schedule "H", which is attached hereto and made a part hereof.
5. Compensation for Summer School, Evening School, after school, Saturday program, and Home Instruction teachers shall be as set forth in Schedule "F", which is attached hereto and made a part hereof.
6. Compensation for grade level chairpersons shall be as set forth in Schedule "H", which is attached hereto and made a part hereof.
7. Stipends for ESL teachers shall be as set forth in Schedule "H" which is attached hereto and made a part thereof. Teachers who received their stipends under the 1987-90 Agreement shall be eligible to continue to receive said stipend during the term of this Agreement. Teachers hired, assigned or transferred to these positions after July 1, 1990 shall not be entitled to receive stipends.

E. SUMMER WORK

The stipend for summer work for Guidance Counselors, Social Workers, LDTC's and Speech Therapists shall be as set forth in Schedule "H".



F. BILINGUAL TEACHERS

1. Only teachers who possess a bilingual certification shall be entitled to receive the \$500.00 additional compensation for serving as a Bilingual Teacher.
2. The District's obligations, under the terms of this Agreement, to pay the additional compensation as set forth herein, are subject to the availability of federal monies.

G. SPECIAL EDUCATION TEACHERS

1. Special Education Teachers, who received under the 1981 -83 Agreement, an annual Stipend of \$300.00, shall continue to receive said annual stipend during the term of this Agreement. Only those Special Education Teachers receiving this stipend as of June 30, 1983 shall continue to receive same during the term of this Agreement.
2. Any person hired, transferred, reassigned, promoted and so forth to the position of Special Education Teacher July 1, 1983 or thereafter shall not be entitled to receive additional compensation for exercising the duties of a Special Education Teacher.

H. OVERTIME

For all employees, overtime at time and one-half, shall be paid only after forty (40) actual work hours per week, exclusive of all leave time. All overtime must be preauthorized by an employee's direct supervisor/director.

I. PAYCHECKS

Paychecks and pay vouchers are to be placed in individual envelopes unless they are done on pressure-sealed checks.

J. FLEXTIME

During the term of this Agreement, for any District approved student program or initiative, the State Superintendent may request a flex schedule. No new flex schedule shall be implemented until all mandatorily negotiable terms and conditions related to such flex schedule have been negotiated by the State Superintendent and the CEA's negotiations team.

Effective 7/1/03, for the term of this Agreement, unless the program is eliminated, there shall be the following existing flextime schedule:

Twilight Program

12 p.m. - 7 p.m. (M-F) No extra compensation

Participation in this program is voluntary.

K. TRAVEL

1. Every reasonable effort shall be made by the Board to insure that teachers who are assigned to more than one school shall not be required to engage in an unreasonable amount of inter-school travel consistent with performing a schedule of assignments established in the best interests of the school system.

2. (a) Teachers who are required to use their own automobiles in the performance of their duties, and teachers, including, but not limited to WECEP teachers, special area teachers, child study and resource teachers/persons, who are assigned to more than one (1) school per day (for the mileage only between Schools) shall be compensated at the highest rate allowable by the State of New Jersey.

(b) Health and Social Services Coordinators who are required to use their automobiles in the performance of their duties, shall be compensated at the highest rate allowable by the State of New Jersey.

3. No travel allowance shall be paid for the year until the employee provides proof of paid and active automobile insurance, a valid car registration, a valid driver's license (not suspended), in addition to a mileage log.

L. INCLEMENT WEATHER GRACE PERIOD

Subject to the State Superintendent's approval, a reasonable grace period shall be allowed teachers to report to school during inclement weather. The determination of inclement weather shall be subject to the State Superintendent's determination and shall not be grievable or arbitrable.

M. LONGEVITY

10 yrs. + 1 day.....	\$600
20 yrs. + 1 day.....	\$1,200
30 yrs.+ 1 day.....	\$1,800

Service shall be consecutive full years of service in the District. Longevity shall be paid during the year on pay days. Longevity shall not be considered part of base salary.

N. SPLIT CLASSES

Elementary teachers (regular and family school) who teach split classes (e.g. 3/4; 4/5) for the year shall be entitled to a \$600 annual stipend.

ARTICLE IX  
DEDUCTIONS FROM SALARY

- A. The District agrees to deduct the dues of the Association in accordance with the provisions of Statute and the appropriate rules and regulations, upon proper notification by the Association to the District.
- B The Association agrees to save the District harmless from any action by the Association regarding funds involved in the implementation of this Article after those funds have been transmitted to the representative designated by the Association.
- C. The District agrees to deduct appropriate amounts authorized by teachers who wish to participate in the Deferred Annuity Program.
- D. 1. The Association will submit to the District, prior to November 1, a list of those employees who have not become members of the Association for the then current membership year. The District will deduct from the salaries of such employees the amount of the representation fee which shall be an amount equal to eighty-five (85%) percent of those dues certified by the Association, and promptly transmit the amount so deducted to the Association.
2. If an employee who is required to pay an representation fee terminates his or her employment with the District before the Association has received the full amount of the representation fee to which it is entitled under (his Article, the District will deduct the unpaid portion of the fee from the last paycheck paid to such employee during the membership year in question.
3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of

regular membership dues to the Association.

4. On or about the last day of each month, after November 1, the State Superintendent or his/her designee will submit to the Association a list of all employees who began their employment during the preceding thirty (30) day period. The list will include names, job titles and date of employment for all such employees and assignment location.

E. In addition to those taxes already being deducted, the District will implement the deductions for city wage tax and state taxes for residents of Philadelphia, Pennsylvania, and Delaware. This shall be at no cost to the District.

F The District agrees to make available a payroll deduction to the South Jersey Federal Credit Union. This shall be at no cost to the District.

G The District agrees to make available electronic direct deposit or employee's paychecks, provided the employees individually authorize the Board to do so. The District shall have the discretion to select the originating bank in which it will directly deposit the paychecks of participating employees. It shall be the employee's responsibility in notify the bank with any instructions regarding the money deposited by the District. This shall be at no cost to the District.

H. There shall be a maximum of five (5) tax-sheltered annuity companies that may be utilized by employees. In order to be approved, each of these companies must have a minimum of fifteen percent (15%) of the membership of the bargaining unit. The two (2) companies operating in this district in 1995-1996 are exempted from the fifteen percent (15%) requirement.

## ARTICLE X

### EVALUATION PROCEDURES

#### A. EVALUATION PREFACE

1. It is mutually understood that evaluation is the measure of the overall performance of an employee, and formal observation is but one position.
2. The parties agree that the prevailing emphasis of District evaluation shall continue to be that which produces a collegial and timely intervention among staff, designed to improve and maintain quality education for the students of Camden.
3. Teachers shall be evaluated in accordance with applicable law statutes and regulations.
4. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction and employed as an administrator.
5. Information related to the evaluation of a particular employee shall be maintained by the school district, shall be confidential, and shall not be accessible to the public pursuant to P.L. 1963, c.73 (C.47:1A-1 et seq.).

#### B. OBSERVATIONS

All evaluations/observations of the work performance of teachers shall be conducted openly. Teachers shall be informed when an evaluation, of which a recording will be made, is being conducted. The use of eavesdropping tape recording, cameras, and any other electronic devices shall not be used in observation of a teacher's performance without the permission of the teacher.

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Videotaping is permitted for the purpose of coaching and support and shall not be used for any evaluative or disciplinary purposes.

**C. PROCEDURES**

1. All evaluations shall be conducted in accordance with District policy, the provisions of this contract and applicable law. The procedures and criteria to be utilized shall be made available to all employees prior to their being evaluated.

All employees shall be formally observed by their supervisor as often as deemed necessary during each school year, to be followed by a written formal observation(s) report and by a conference between the employee and his immediate supervisor for the purpose of identifying any differences, extending assistance for their correction and improving instruction.

2. Each non-tenured teacher shall receive at least one (1) formal evaluation prior to December 15<sup>th</sup> and two (2) others on or before April 1<sup>st</sup> each year.
3. Each tenured teacher shall receive at least one (1) formal observation per school year prior to April 1<sup>st</sup>.
4. An employee shall be given a copy of any observation /evaluation prepared by his/her observer at least one (1) day before any conference to discuss it. Such conference shall be held within ten (10) school days of the observation, except in cases of emergency. No such report shall be submitted to the central office, placed in the employees file or otherwise acted upon without prior conference with the employees. No employee shall be required to sign a blank or incomplete formal observation form.
5. A teacher's receipt and/or review of an evaluation does not necessarily indicate agreement or disagreement with the evaluation.

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6. Teachers shall be allowed to write rebuttal to any evaluation report and have it attached to such report. Such rebuttal shall be submitted within fifteen (15) school days of the conference.
  7. If concerns about an employee's performance exist, the parties can develop an improvement plan designed to bring about the desired change.
  8. The individual teacher has a right to an additional evaluation by a different evaluator if the teacher disagrees with the conclusions reached in the previous evaluation.

**D. DISTRICT EVALUATION ADVISORY COMMITTEE (DEAC)**

1. The District shall establish an Evaluation Advisory Committee (DEAC) to oversee and guide the planning and implementation of the Districts evaluation policies and procedures. The DEAC shall be comprised of an equal number of CEA and District representatives. The committee will include teachers from each building in the District, central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations, including a minimum of one (1) administrator conducting evaluation who participates on School Improvement Panel (SCIP as per AI). The State Superintendent reserves the right to extend the membership on the committee, as long as it maintains the language in the law one (1) teacher to every two (2) administrators. By the end of the school year the committee will make specific recommendations to the State Superintendent about how to adjust the system (if necessary) with the exception of resolution.

2. The DEAC shall meet at least four (4) times during the year. All members of the DEAC shall receive meeting agendas one (1) week prior to scheduled



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meeting. Release time will be provided if meeting is scheduled during the work day or hourly compensation (as per negotiated contract) if the meeting is scheduled after the contractual day. The DEAC and the State Superintendent will publish an annual report summarizing the implementation progress and adjustments to the system.

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ARTICLE XI

PERSONNEL FILES

- A. Teachers shall have the right, upon request, to review the contents of their personnel file two (2) times per year. Confidential recommendations which were submitted upon the teacher's employment in the school system would not be subject to this review.
- B. If there is any material in the personnel file which the employee believes to be derogatory, the employee may submit a written answer to such material which shall be placed in the file.
- C. All teachers shall have the right to make copies of any documents in the personnel file.
- D. The District shall establish one official personnel file for each employee.
- E. If a complaint regarding an employee is made to any administrator by any parent, student or other person, and if the administrator makes a written memo concerning the complaint or if the complaint is in writing and either the administrator's memo or the written complaint is placed in the employee's file, the employee shall be notified of the complaint before placement in the file. The employee may prepare a written response to be attached to the written memo or complaint.

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## ARTICLE XII

### SICK LEAVE

A. All teachers shall be entitled to thirteen (13) accumulative sick leave days as of the first official day of the school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Up to three (3) days of accumulated sick leave may be utilized as family leave days. An employee, who resigns, retires and/or is terminated prior to the end of the academic year, shall have a pro rata accounting made of his/her sick days earned and used during the last year. Any days, used that have not yet been accrued shall be reimbursed to the District by a payroll deduction in the employee's last check.

B. Teachers shall be given each year, by January 31<sup>st</sup>, a written accounting of accumulated sick leave days as of September 1<sup>st</sup> of that school year.

C. All persons initially hired after September 1<sup>st</sup> shall, during their first year of employment, be entitled to use sick days on a pro-rata basis, depending upon the number of months worked in the first year.

D. Unused sick leave days accumulated during the regular school year may be used during summer employment assignments.

E. Effective July 1, 2015, teachers shall be paid \$90.00 for each unused sick leave day accumulated at the time of retirement not to exceed \$15,000.00. If they provide notice of intent to retire no later than February 1, 2016 then the amount paid will be disbursed in July of 2016. If notice to retire is provided after February 1, then disbursement of the funds is not done until July 2017. This same procedure will exist

prospectively. If a teacher dies, his/her estate shall receive the value of the accumulated sick days.

F. **SICK LEAVE BANK**

1. **Purpose**

The parties agree to establish and implement a sick leave bank utilizing a voluntary donation program to assist employees who experience a catastrophic health condition or injury” and have exhausted their paid leave benefits. The bank shall allow employees to voluntarily donate accrued vacation, personal days and/or sick leave to said bank. This bank shall be established pursuant to P.L. 2007, Chapter 223.

2. **Definition**

A catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of disability required by his or her mental or physical health or the health of the employee’s fetus and requiring the care of a physician who provides a medical verification of the need for the employee’s absence.

3. **Committee**

The sick leave bank shall be administered by a committee which shall be comprised of four (4) members selected by the District and four (4) members selected by the Association. (two (2) from the Certified Unit and two (2) from the Support Staff Unit.) The committee shall establish standards and procedures as it deems appropriate for the operation of the sick leave bank. These shall include, but not be limited to, eligibility requirements for participation in the sick leave bank and the conditions under which the sick leave time may be drawn. No day of leave which is donated to the sick leave bank by an employee shall be drawn by that employee or any employee from the sick leave bank unless authorized by the committee in order to provide sick leave.

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While one committee will serve for both Certified and Non-Certified Units, there will be a separate bank (reserve) of days for each unit.

Each committee members will sign a Confidentiality Statement which precludes disclosure of any information discussed by the committee to anyone outside the committee.

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## ARTICLE XIII

### TEMPORARY LEAVES OF ABSENCE

#### A. PERSONAL LEAVE

1. All teachers shall be entitled to two (2) personal leave days without refund each school year, provided that a formal request is initiated. Said request shall be approved by the State Superintendent and shall have been submitted at least five (5) work days prior to the day requested, except in extreme emergency. A copy of the request shall be filed with the immediate superior (Supervisor or Principal) at the same time it is forwarded to the State Superintendent. Except in extreme emergency, personal leave shall not be granted prior to September 15<sup>th</sup> or after June 1<sup>st</sup>, or immediately prior to or after any scheduled vacation period or school holiday. Any personal leave days not utilized by the teacher during the school year shall, at the end of the school year, be accumulated and added to the individual teacher's sick leave accumulation.

2. Employees hired after February 1<sup>st</sup> shall not be entitled to any personal days in their first year of employment. Employees hired on or before February 1<sup>st</sup> shall only be entitled to use then-personal days after they have worked ninety (90) days.

#### B. BEREAVEMENT LEAVE

1. In case of absence on account of death of a husband or wife or a civil union partner, mother or father, son or daughter, brother or sister, full salary shall be paid for a period of up to five (5) consecutive workdays, which shall commence no later than three (3) days after the date of death. The use of other leave time, e.g., vacations, shall not extend the available funeral leave time under this provision. This provision will also apply in the case of death of a resident member of the immediate household of the teacher.

2. In case of absence on account of death of father-in-law, mother-in-law, grandchildren, grandparents or great-grandparents, full salary shall be paid for a period

up to three (3) consecutive workdays, which shall commence no later than three (3) days after the date of death. The use of other time, e.g., vacations, shall not extend the available funeral leave time under this provision.

3. One (1) day's absence without loss of pay shall be allowed to attend the funeral of aunt, uncle, niece, nephew, first cousin, or any in-law not covered by the preceding paragraphs, when such funeral services occur from Monday through Friday.

4. Teachers may be allowed to attend the funeral of a co-worker or student without loss of pay upon receiving such permission from the State Superintendent.

5. All employees taking bereavement leave under Section 1, 2, and/or 3 shall submit a signed certification to the State Superintendent verifying the relationship of the deceased to the employee and the date of death no later than five (5) working days after an employee returns from bereavement leave. The certification shall be on a standard form provided by the District.

C. GRADUATION LEAVE

Teachers receiving a college degree, or whose son, daughter, husband or wife is receiving a High School Diploma or college degree, may be allowed one (1) day's absence to attend the graduation exercises without loss of salary. Request for such permission must be made in writing to the State Superintendent five (5) days in advance.

D. MILITARY LEAVE

All military service absence by teachers of not more than ten (10) working days annually for temporary, short-term military service shall be treated as "Absence with Permission" requiring no refund, and shall not be counted as part of vacation days. Other military leaves shall be pursuant to USERRA.

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E.     MARRIAGE LEAVE

For absence to be married, all teachers shall be granted leave of absence not to exceed one (1) calendar week. Payroll deductions for this absence shall be in accordance with Administrative Manual regulations and with rates set for absences.

F.     JURY DUTY LEAVE

Teachers who are required to serve jury duty shall receive their full salary for the day(s) served and remit to the District the amount of their jury pay,

G.     PROFESSIONAL LEAVE

All certified staff shall be entitled to take up to two (2) professional days each year for attendance at seminars or workshops which relate to the employee's job duties.

H.     REQUESTS FOR LEAVES

All requests for permission to be absent for reasons other than illness must be made in writing to the State Superintendent review and approval.



## ARTICLE XIV

### EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to one (1) year may be granted to any teacher who accepts a Fulbright Scholarship.
- B. A teacher on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited public college or university.
- C. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. This shall not apply beyond one tour of duty of enlistment.
- D. Any teacher who becomes pregnant shall notify the Principal and the State Superintendent in writing within sixty (60) days of the estimated due date. The teacher shall be entitled to use sick leave pursuant to Article XII of the Agreement for pregnancy related illness or disability. Once the sick days have been exhausted, the employee shall begin unpaid leave and concurrently use FMLA and/or NJFLA leave.

E. CHILD REARING LEAVE (without pay)

Unpaid Child Rearing leave shall be available to both female and male teachers pursuant to the procedures below.

1. Child Rearing Leave, without pay, shall be granted to a teacher with a child less than six (6) months of age provided application is made in writing to the State Superintendent no later than sixty (60) days prior to the beginning of such leave. Such leave shall not exceed a period of twenty-four (24) months. Any such leave for less than twenty-four (24) consecutive months shall be extended upon an

employee's written request as long the total leave time does not exceed a total of twenty-four (24) consecutive months and as long as a formal written request to extend is received by the District no less than sixty (60) days before the end of the initial period. Further, this block of time must be taken continuously, such that once an employee returns to work, any remaining time under this section automatically expires.

2. Notice that a teacher intends to return to active duty must be made in writing to the State Superintendent no later than sixty (60) days prior to the date of the return. The return may only occur at the start of a new marking period or the start of the school year.
3. Teachers on unpaid child rearing leave shall concurrently use FMLA and/or NJFLA.
4. Every effort shall be made for teachers returning from Child Rearing Leave to be restored to the same position, subject area, and/or grade level vacated at the commencement of such leave, but is not guaranteed.
5. Teachers returning from Child Rearing Leave shall be placed on the latest salary guide with teachers of equal training and experience. No experience credit will be given for the period of such leave unless the teacher has been in a paid status for five (5) month or more in the school year in which the leave was taken.
6. Child Rearing Leave shall not be granted to a non-tenured teacher beyond the initial contract year in which the leave is obtained. Nothing herein is to preclude a teacher from requesting an additional period of Child Rearing Leave.

F. **ADOPTION/CHILD REARING LEAVE (without pay)**

A teacher adopting an infant child up to one (1) year of age shall receive Child Rearing Leave, without pay, which shall commence upon receiving de factor custody of said infant or earlier if necessary to fulfill the requirements of adoption. All of the Child Rearing leave procedures as stated in Section E shall apply where applicable.

G. **RESTORATION OF BENEFITS UPON RETURN FROM LEAVE**

All benefits to which a teacher was entitled at the time his extended leave without pay commenced, including but not limited to unused accumulated leave and credits towards any other leave, shall be restored to him/her upon his/her return.

H. **USE OF LEAVES UNNDER FMLA AND/OR NJFLA**

Teachers on an unpaid leaves of absence shall run their time concurrently with the FMLA and/or NJFLA. However, any time spent on a paid leave of absence by a teacher shall not be required to run the time concurrent with the FMLA and/or NJFLA leave

I. **CARE FOR A SICK MEMBER OF THE FAMILY**

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the State Superintendent.

J. SERVICE IN PUBLIC OFFICE

The State Superintendent may grant a leave of absence without pay to any teacher to serve in a public office.

K. OTHER LEAVES FOR GOOD CAUSE

Other leaves of absence, with or without pay and benefits, may be granted by the State Superintendent for good cause.

L. EXTENSIONS/RENEWALS

All extensions or renewals of leaves provided for under this Article shall be applied for in writing. The State Superintendent shall notify the teacher of his decision in writing and the decision is at his sole discretion, with the exception of Section E.1. above which shall be granted if all the provisions are followed.

M. Teachers granted an extended leave of absence shall be notified by a written letter from the State Superintendent or designee of their rights to insurance benefits while on said leave.

N. Notice that a teacher intends to return to active duty from an extended leave must be made in writing to the State Superintendent no later than sixty (60) days prior to the anticipated date of return. The return may only occur at the start of a new marking period or the start of the school year.

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ARTICLE XV  
SABBATICAL LEAVE

- A. The main purpose of sabbatical leave shall be for professional advancement.
- B. A teacher who submits a program of study for a sabbatical leave shall undertake a full program. For purposes of this Article, "full program" shall be defined as a minimum of twelve (12) hours of graduate study per semester.
- C. A teacher may be granted a sabbatical leave of absence after seven (7) years of continuous employment in the Camden City School District.
- D. No More than three (3) teachers may be granted sabbatical leave during any school year.
- E. Application for Sabbatical Leave:
1. A written application must be filed with the State Superintendent no later than January 1 preceding the school year for intended leave.
  2. Must have a written statement attached setting forth the purpose of the leave, plan of the activity to be pursued, nature of the proposed course of study and subjects, area of study, and anticipated value of the experience to the individual in improving his/her professional competency and ability to serve the system.
  3. Application is to be submitted to the State Superintendent or his designee and is subject to his/her approval.

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F. Reimbursement will be as follows:

1. Reimbursement will be granted at the rate equal to seventy-five (75) percent of the salary the teacher would have received if he/she remained on duty.
2. Payment or reimbursement to be made in accordance with regular payroll dates. Reimbursement shall not commence until the employee presents written confirmation of a program of study from an accredited college or university.

G. While on leave, the teacher shall not engage in gainful employment except by written agreement with the State Superintendent. Scholarships and fellowships do not constitute gainful employment.

H. All sabbatical leave time shall be recognized for the purposes of salary increment, pension eligibility and all other employee benefits.

I. General conditions governing sabbatical leave are:

1. Five (5) contractual years must have passed since the first sabbatical for an individual to become eligible for another.
2. The teacher shall agree in writing to return to his/her position (or a comparable one) in the school system for a period of at least three (3) consecutive years following the completion of his/her leave. In the event the teacher does not return, he/she shall reimburse the District for the amount of money received for sabbatical leave.

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## ARTICLE XVI

### PROTECTION OF TEACHERS AND THEIR PROPERTY

- A. The State Superintendent of Schools shall appoint a committee to study incidents of assault and accident involving teachers which may be connected with their employment and shall file a report with the State Superintendent on each incident. Membership of this committee shall be selected from names recommended to the State Superintendent by the Association, such recommendations to be submitted by July 1<sup>st</sup> each year.
- B. Teachers shall immediately report cases of assault or accident on or off school property, while conducting official District duties in connection with their employment, to their principal or other immediate supervisor using a standard form designed to report cases of assault and accident. The principal or immediate supervisor shall make available to teachers said standard form upon request. The completed form shall be immediately forwarded to the State Superintendent by the principal or immediate supervisor. The Association may consult with the State Superintendent, who shall comply with any reasonable request from the Association for information in the possession of the State Superintendent relating to the incident or person involved, subject to review by the Board Solicitor.
- C. A joint committee of members appointed by the State Superintendent and members appointed by the Association shall review emergent and non-emergent health and safety conditions.
- D. Any case of assault on a teacher on or off school property when the employee is engaged in school business shall be promptly reported in writing to the principal, State Superintendent, and school nurse.

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E. The Board of Education agrees to prosecute to the fullest extent permitted by law any person or group of persons involved in an assault against a teacher or vandalism or theft of his/her property while such teacher is in the performance of his/her assigned duties.

F. Each school year, the State Superintendent shall schedule, during regular working hours, an in-service program in each building to deal with security and safety. Such in-service shall deal with specific responsibilities of both the Administration, building and central, and teachers in working towards a healthful and safe work place.

G. No employee shall be required to put his/her social security number on any District document other than job and/or promotion applications, government documents or as otherwise provided by law. In those instances where a social security number will not be required, an employee identification number will be required.



## ARTICLE XVII

### INSURANCE PROTECTION

- A. For the duration of this Agreement, the District will continue to assume the cost of individual employee and dependent coverage, where appropriate, for health and major medical coverage, at at least the same level of benefits and coverage as provided on December 31, 2015 subject to any mandatory contributions pursuant to Section B below.
- B. Pursuant to c. 78, P.L. 2011, employees began the four year phase-in period of the health care premium contributions set forth in N.J.S.A. 52:14-17.28c on July 1, 2011. Starting July 1, 2014 and for the duration of this Agreement, employees shall pay the full amount of the statutory health care premium contribution on Step 4 of the existing scale, or in accordance with any new statute if a higher payment is mandated. No employee's health care premium contribution shall be less than 1.5 percent of his or her base salary.
- C. The District will continue to assume one hundred (100%) percent of the individual employee and dependent coverage, where appropriate, for the prescription drug insurance program subject to any mandatory contributions pursuant to Section B above. The co-pay for generic prescription drugs shall be \$10.00 and the co-pay for non-generic prescription drugs shall be \$15.00. The mail order prices shall be \$10.00 for generic prescription drugs and \$15.00 for non-generic prescription drugs.
- D. The District will continue to provide dental coverage for the employee and his/her family at a level equal to or better than that which existed prior to this Agreement. The carrier for the dental program will be selected by the District in its discretion after consultation with the Association.

E. The Board shall continue to provide optical insurance coverage for the employee and his/her family.

F. Effective July 1, 2015, employees eligible for coverage who provide the required certification that coverage is provided by a spouse may decline coverage and will be reimbursed 25% of the District's premium or \$5,000 whichever is the lesser. The reimbursement amount shall be at the rate for the current level of coverage at the time of the request for payment. If the spouse's coverage ends, the employee may re-enroll in the District's policy. Payment will be provided after the end of the policy term. This waiver incentive is not available to employees whose other means of coverage would be via another individual enrolled in a SHBP/SEHBP medical plan, in accordance with the applicable statute and regulations. Such waiver is irrevocable for the plan year unless the employee has a change in life event as delineated in the law. The District shall continue its Section 125 Plan including a Flexible Spending Account (FSA).

G. If an employee who has a spouse employed by the District chooses not to take the dental and/or optical insurances, that employee shall be paid one-half ( $\frac{1}{2}$ ) of the premium(s) for the insurance(s) not taken in addition to any payment received under Section F above. The payment shall be made in two (2) payments, in December and in June. The employee must remain an active employee for the year to be entitled to this payment. If the status of the employee changes, he/she may return to the coverage provided for in this Article.

## ARTICLE XVIII

### TUITION REIMBURSEMENT

- A. Effective July 1, 2015, a total of one hundred twenty-five thousand dollars (\$125,000) shall be available for tuition reimbursement.
- B. A teacher must have completed one (1) year (10 months) of employment in order to be eligible for tuition reimbursement.
- C. Teachers may apply for tuition reimbursement for courses taken at an accredited college or university by submitting a written request to the State Superintendent or his/her designee a minimum of one (1) month prior to the commencement of a course. The application for tuition reimbursement shall include all reasons for taking a course or courses. All courses must be directly related to an employee's teaching duties.
- D. All courses shall be at the graduate level, except undergraduate courses may be considered for approval in the following areas: 1) Technology; 2) ESL/Bilingual - emergency or provisional certificate; 3) Special Education - emergency or provisional certificate.
- E. Approval of courses shall be subject to the State Superintendent or his/her designee. This decision shall be made at least two (2) weeks prior to the commencement of the course(s).
- F. Tuition reimbursement shall be contingent on a teacher receiving a grade of "C" or better. The teacher must submit an official transcript upon completion of the course(s).

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G. Tuition for a course shall be paid based upon the Rutgers University Camden Campus part time student, NJ Resident per credit rate.

H. Teachers entitled to tuition reimbursement shall be paid in accordance with their position on the eligibility list. No teacher receiving tuition reimbursement with valid receipts shall receive more than three (3) credits worth of reimbursement per semester, eg. An amount not to exceed \$1,986.00 under this Article.

I. The Association shall be provided by the State Superintendent with a list of teachers and the final amount each had received for tuition reimbursement.

J. Any teacher who receives any tuition reimbursement during an academic year must remain in the District's employment for three (3) full academic years after receipt of the tuition otherwise he/she shall be responsible for repaying the full amount of the tuition received. The only exception is if the employee is terminated for cause or non-renewal or rified.

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## ARTICLE XIX

### CLASS SIZE

A. It is recognized by the District and the Association that the pupil-teacher ratio is an important aspect of an effective instructional program. Therefore, it is agreed that every effort shall be made to keep class sizes at an acceptable number as dictated by available building facilities, numbers of adequate teaching stations, and the number of pupil stations available in the room, for the best interest of the school district.

B. 1. On or before October 15<sup>th</sup> of each year, the State Superintendent will supply the Association with an accurate up-to-date report of the number of pupils in every class in the system.

2. Within two (2) weeks of the presentation of this report to the Association, the State Superintendent shall meet with representatives of the Association and attempt to make appropriate adjustments as recommended by the Association.

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ARTICLE XX

EMPLOYEE ASSISTANCE PROGRAM

The District agrees to maintain an Employee Assistance Program.

ARTICLE XXI

BOOKS AND INSTRUCTIONAL MATERIALS

A. Instructional materials used in the Camden School District shall reflect the multi-ethnic, multi-religious and non-religious nature of our society and shall evidence a sensitivity to prejudice, to stereotypes, and to materials offensive to minority groups and women.

B. Each Bilingual, Special Education department, group of Bilingual, Special Education teachers, or individual Bilingual, Special Education teacher shall have the right to submit orders for needed books or supplies as other groups of teachers are so permitted.

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ARTICLE XXII

SUPERVISION OF STUDENT TEACHERS

- A. Supervision by a teacher of a student teacher shall be voluntary.
- B. The teacher shall receive the request to take a student teacher within a reasonable time before the assignment and every attempt shall be made for the request to be made four (4) weeks prior to the student's introduction to the classroom.



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## ARTICLE XXIII

### ASSOCIATION - ADMINISTRATION LIAISON

- A. Building principals or the Administrator in Charge shall meet regularly with a single committee of employee representatives selected by the Association from the building to maintain a liaison with the building administration. The committee may meet with a building principal or the Administrator in charge within one (1) week of a written request for such meeting. This request shall set out the matters to be discussed. There shall be no more than one (1) meeting per month unless otherwise agreed.
- B. This liaison committee shall be limited to a maximum CEA membership of four (4) representatives.
- C. State Superintendent - Camden Education Association Liaison Committee. The State Superintendent shall meet regularly with a single committee of representatives, selected by the Association, to maintain a liaison with the central Administration. The Camden Education Association shall designate a maximum of four (4) representatives, two (2) from the Teachers' Unit and two (2) from the Support Unit, to serve on the Committee. The Committee may meet with the State Superintendent within one (1) week of a written request for such meeting. This request shall set out the matters to be discussed.

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**ARTICLE XXIV**  
**REDUCTION IN FORCE**

A. If a reduction in force is being considered, the District shall notify and consult with the Association as soon as practical but not less than sixty (60) days before the layoff is to take place.

B. Any reduction in force shall be carried out according to the following standards for teachers:

1. No tenured teachers will be laid off before non-tenured teachers.
2. Length of service in the district shall dictate the order of layoff for elementary teachers.
3. Length of service in a department city-wide shall dictate the order of layoff for secondary teachers, A teacher with less service in a present department but more service in a previous department may revert to the previous department.
4. In the case of teachers with identical seniority, the level of certification shall be the standard. Those with less than standard certification shall be considered for layoff before anyone with standard certification.
5. In the case of identical certification, the accumulation of credits toward standard certification shall be the Standard.
6. In the case of all the above factors being equal, teachers will be considered on the basis of their evaluation ratings with the least satisfactory to be released from service first.

C. I. Only tenured teachers on layoff shall be considered as awaiting recall.

2. Tenured teachers on layoff shall be recalled in reverse order of layoff when vacancies occur.

3. While teachers are on layoff, there will be no new hires for unit positions unless:

(a) No tenured teacher on layoff is certified to fill the vacant position.

(b) All tenured certified teachers on layoff decline the offer to fill the vacancy.

(c) No tenured teacher on layoff requests the vacant position within thirty (30) days from the time of the notice of its availability.

4. All tenured teachers on layoff and the Association shall receive written notice of the deadline time for them to exercise recall rights at least sixty (60) days before such deadline.

D. A list establishing the order of recall according to the above standards shall be drawn by agreement between the District and the Association.

E. All provisions of this Article shall be interpreted and/or implemented in accordance with statutes, regulations and case law.

## ARTICLE XXV

### TEACHER WORK YEAR

A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred and eighty-five (185) days. Teachers new to the district may be required to attend three (3) additional days of orientation. Within the work year, the State Superintendent shall designate three (3) days for in-service to be used for professional development of the professional staff.

B. 1. Site Managers, Health and Social Services Coordinators, Crisis Counselors and all other members of the bargaining unit employed on a twelve (12) month basis shall work from July 1 to June 30.

2. (a) All Site Managers, Health and Social Services Coordinators and Crisis Counselors shall be entitled to twenty-one (21) vacation days annually (July 1 June 30), accrued all the rate of one and three-quarter (1 and 3/4) days per month.

(b) Individual vacation schedules shall be mutually agreed upon by the employee and his/her immediate Director/Coordinator, The Director/Coordinator shall reserve the right to disapprove a vacation schedule if work needs require. In the event of such disapproval, the employee may submit an alternative schedule.

(c) Vacation time shall be taken in the year (July 1 - June 30) immediately after the service year in which the vacation time has been earned. No vacation time shall be granted in the months of September and June, unless approved by the State Superintendent. Employees who resign, retire, or are terminated during the year shall be entitled to a pro-rated number of vacation days, as of the effective separation date. All vacation must be accrued for time worked and shall not be accrued if an employee is on unpaid leave or on absence without pay for more than 50% of the available work days for the month.

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(d) All vacation shall be taken in full days. At least one (1) one week prior notice shall be given to the appropriate Director/Coordinator. Vacation days are not cumulative.

C. The position of Athletic Trainer shall be a ten (10) month position from August 15th through June 15th of the next successive year. See Schedule B for stipend.

D. The State Superintendent shall present the calendar for the next school year to the Association for its review and comments, prior to its adoption by the District.

E. Each year, prior to the last day of school, the District will notify the unit if there will be a voluntary Summer Institute, which would occur at a specified time in late August and take place over consecutive days for the specific purpose of professional development for the staff. The titles that will be included in the professional development will also be provided within the same time period. Payment for approved participants will be based on the hourly rate set per Art. VII A. 1(d).

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## ARTICLE XXVI

### TEACHING HOURS AND LOAD

A. 1. The maximum daily assigned time for all teachers shall not exceed seven (7) hours and five (5) minutes per day.

2. Flextime

Starting with the 2016-2017 school year, the District will designate no later than June 25 of the prior school year the start and end times that each school will be open for the following year. No school shall start earlier than 7:30 a.m. and no school will end later than 5:00 p.m. Every employee's workday shall not exceed the work day as specified on Section A above. No bargaining unit member will be required to come in any more than 1 hour before school starts or remain longer than one (1) hour after school ends. This provision will supersede any other starting and ending time listed in this Agreement or any other provision or section.

B. Teachers may be required to attend up to five (5) staff meetings per month after students are dismissed, in which case teacher attendance may not be required for more than forty-five (45) minutes after school dismissal for an aggregate of two hundred-twenty five minutes (225) per month. However, the District may restructure the minutes so that the meeting schedule may be set for fewer meetings a month, where no meeting will exceed ninety (90) minutes, if it provides notice by June 30 of the prior school year. Either way, the same monthly number of minutes per month will be utilized.

C. Teachers shall be required to remain for two (2) days per school year from 2:00 p.m. to 6:00 p.m. for parent-teacher conferences. Teachers shall also be required to attend the regularly scheduled "Back-to-School" Night. The only exception shall be illness or a family/personal emergency.

D. 1. The Board will appoint and compensate at the rates established in Schedule G a department head in the middle school in each department in which there are three (3) teachers assigned.

2. A teacher shall be considered a member of any department in which he/she is teaching. However, in determining the establishment of a department head position the number of periods of the department discipline or subjects taught shall determine the equivalent number of teachers in the department. Each five (5) periods or major fraction of that subject taught shall be considered the equivalent of one (1) teacher for this purpose in those situations where department subject assignments are split among a number of teachers.

3. If a particular department does not actually have three (3) teachers or the equivalent number of subject periods taught to count as three (3) teachers, the principal may merge the department with a related subject area to establish a position of department head.

E. The summer work day of the Site Managers, Health and Social Services Coordinator, and Crisis Counselors shall be from 8:30 a.m. to 4:00 p.m., including a duty-free lunch hour.

F. Duty-Free Lunch Period

1. Effective July 1, 2015, all teachers shall have a 45-minute duty free lunch period, which must be taken between 10:45 a.m. and 1:30 p.m.
2. All teachers may leave their building without obligation during their duty free lunch period, provided they notify the main office of their leaving and returning.

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G. Unassigned Preparation Period

1. Effective July 1, 2015, all teachers shall have a 45-minute unassigned preparation period.
2. A teacher may receive an assignment during his/her unassigned preparation period in the case of an emergency or if he/she volunteers for an assignment, the payment for which shall be pursuant to the appropriate provision of this contract.
3. Teachers may leave the building during any one (1) preparation period per week, provided they notify the main office of their leaving and returning.

H. Unassigned Time

1. Effective July 1, 2015, all teachers shall have an aggregate of 45-minutes of unassigned time that will be scheduled before the start of the school day and/or at the end of the school day. However, it is required that all teachers arrive no less than 10 minutes before the start of the students' day and such 10 minutes shall be part of the 45 aggregate minutes of unassigned time.

I. Fridays or Last Work Day of the Week

All ten (10) month and twelve (12) month unit members shall be allowed to leave five (5) minutes after the students' dismissal time on Fridays or any other day that ends the work week.



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ARTICLE XXVII

FAMILY SCHOOLS (K-8)

- A. In schools designated as K-8 Family Schools, working conditions and benefits shall be defined the same as in elementary schools with exceptions as specified in this Article.
- B. The positions of grade level or department chairs do not apply to the K-8 Family Schools. No teacher shall be required to perform grade level or department chairperson duties/functions without compensation at the Schedules G and H rates.
- C. Compensation for persons performing duties in the areas of intramural sports and non-athletic activities for grades 6, 7 and 8 will be the same as that offered persons performing these duties in the middle schools. The monies allocated for each building are set forth in Schedule C.

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## ARTICLE XVIII

### TEACHER ASSIGNMENTS

A. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th, subject to emergent conditions beyond the control of the Central Office. A list of those notified shall be sent simultaneously to the Association.

B. In the event there is to be a change in a teacher's grade or subject area assignment and/or building assignment, the teacher shall be given written notice of his/her tentative assignment, if known, prior to the close of the school year.

Central office Administration is responsible for providing notice to a teacher of a change in building assignment, while building principals shall be responsible for notifying a teacher of a change in grade and/or subject area assignment. This tentative assignment shall become effective for the next successive school year, unless altered, modified or changed, in which case the teacher shall be given written notice of his/her new assignment not later than August 15th. The Administration may alter, modify or change such assignment in the event of unusual circumstances or emergencies.

C. In the event that changes in such schedule, class and/or subject assignments, or building assignments are proposed after August 15th, the Association and any teacher affected shall be notified promptly in writing and upon request of the teacher or the Association, changes shall be promptly reviewed by the State Superintendent or his/her representative and the teacher affected.

D. Any secondary teacher, including a special area teacher, who is required to use his/her unassigned time for the purpose of substitution, shall be compensated at sixteen dollars (\$16.00) for utilization of such unassigned period.

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E. Elementary teachers may be compensated at the rate of \$5.50 per hour, up to a maximum of \$30.00 a day for class coverage when classes are split due to teacher absence.

F. Teachers shall not be required to perform duties beyond the regular work day as defined in the collective negotiations agreement and/or listed in the attached schedules, unless such duties receive the State Superintendent's approval. If such approval occurs, the District shall commence negotiations with regard to salary stipends with the Association within thirty (30) days after such approval.

G. When an elementary class is divided among other elementary teachers, such division shall be on a rotating basis with other primary teachers accepting primary students and intermediate teachers accepting intermediate students. In K-8 schools, upper grades means grades 6, 7 and 8. "Intermediate" is defined to mean grades 3, 4 and 5. "Primary" is defined to mean grades pre-K through 2.

H. A teacher who is appointed as a Teacher-in-Charge for the following school year shall be notified in writing no later than August 15<sup>th</sup>, and compensated on Schedule H. If the appointment occurs after August 15<sup>th</sup> or during the course of the school year, said teacher shall be notified promptly in writing and compensated pro-rata on Schedule H, from the effective date of appointment.

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## ARTICLE XXIX

### TRANSFERS AND REASSIGNMENTS

A. No later than June 1<sup>st</sup>, the State Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

B. Whether or not such position is posted, teachers who desire a change in grade and/or subject assignment and/or position or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject and/or position to which the teacher desires to be assigned and may include the school or schools to which he/she desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than the last school day in June. After submitting a written request for a transfer or reassignment, a teacher may verify that said request is on file by contacting the Assistant Superintendent for Curriculum and Instruction or his/her designee. Such request may be renewed in writing each year if not granted.

C. Notice of an involuntary transfer or reassignment from position shall be given to a teacher within three (3) working days after the State Superintendent's approval.

D. A list of open positions in the school district shall be made available to all teachers being involuntarily or transferred or reassigned from a position. Such teachers may request positions, in order of preference, to which they desire to be transferred.

E. A teacher being involuntarily transferred or reassigned shall not suffer a reduction in rank or in total compensation.

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F. Except in cases of emergency, an involuntarily transferred teacher, at the teacher's request, shall have the right to a conference with his/her principal or administrator in charge and the State Superintendent or his/her designee prior to the effectuation of the transfer.

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ARTICLE XXX

NEW POSITIONS & PROMOTIONS

A. A notice of a new position or a vacancy in a promotional position shall be sent to each work location and a copy of record shall be sent to the Association thirty (30) days before the final date when applications must be submitted.

B. Teachers who desire to apply for a new position or a vacancy shall submit their applications in writing to the State Superintendent within the time limit specified within the notice. After submitting an application for promotion, such teacher may verify that his/her application is on file by contacting the Human Resources Officer or his/her designee. When the vacancy described in the notice is filled, the State Superintendent may destroy all applications for said position.

C. Teachers who desire to apply for a new position or a vacancy which may be filled during the summer period when school is not regularly in session, shall submit their names to the State Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer.

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**ARTICLE XXXI**

**MAINTENANCE OF BENEFITS**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by Agreement as established by rules, regulations and/or policies of the District in force on said date, shall continue to be so applicable during the term of the Agreement.

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## ARTICLE XXXII

### MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter to the following addresses:

1. If by the Association, to the District at 201 North Front Street, Camden, New Jersey 08102 Attention: District Secretary
2. If by the District, to the Association at 840 Cooper Street, Suite 575, Camden, New Jersey 08102 Attention: CEA President

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. The District agrees that before it would enter into an agreement which will result in instruction of pupils being provided by persons other than those properly certificated and directly employed by the District, and provided further that said agreement would also result in changes in established written work rules covering members of this bargaining unit, then the District would negotiate with the Association the resultant changes in established written work rules covering members of the Association's bargaining unit.

D. If federal funding for the present lunch program aides is eliminated, either party may require the reopening of negotiations for any necessary changes in this area. If the parties fail to reach agreement on this matter, the matter shall be submitted to binding arbitration in accordance with the grievance procedures set forth in this Agreement.



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### ARTICLE XXXIII

#### ATTENDANCE INCENTIVE

A. Teachers who have not used ten (10) of their annual sick leave days for that year, shall have the option of cashing in ten (10) days at ninety dollars (\$90) per day, unless precluded by law. Notification of a teacher's election to exercise this option must be in writing to the State Superintendent, no later than June 30th. Payment will be made in July.


ARTICLE XXXIV

DURATION OF AGREEMENT

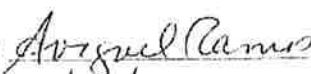
A. The provisions of the Agreement shall be effective July 1, 2015 except as herein provided and shall remain in full force and effect to and including June 30, 2018, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.


B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by then" respective secretaries, and their corporate seals to be placed hereon, on the day and year below written.

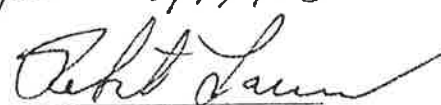
CAMDEN CITY SCHOOL DISTRICT      CAMDEN EDUCATION ASSOCIATION


By   
Paymon Rouhanifard  
State Superintendent

Date 9/21/15

Attest:   
Date 9/21/15

By   
Robert Farmer  
President 9/17/15

Date 

Attest:   
Date 9-17-15

**SALARY GUIDE A-1**

**10 MONTH CERTIFIED TEACHERS**

**2015-2016**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC	NON	VOC
1	51,887	52,887	53,887	54,887	55,887	56,887	57,887	50,787	50,987
2	52,387	53,387	54,387	55,387	56,387	57,387	58,387	51,287	51,487
3	52,987	53,987	54,987	55,987	56,987	57,987	58,967	51,887	52,087
4	53,587	54,587	55,587	56,587	57,587	58,587	59,587	52,487	52,687
5	54,555	55,555	56,555	57,555	58,555	59,555	60,555	53,455	53,655
6	57,603	58,603	59,603	60,603	61,603	62,603	63,603	56,503	56,703
7	61,003	62,003	63,003	64,003	65,003	66,003	67,003	59,903	60,103
8	64,503	65,503	66,503	67,503	68,503	69,503	70,503	63,403	63,603
9	68,003	69,003	70,003	71,003	72,003	73,003	74,003	66,903	67,103
10	71,703	72,703	73,703	74,703	75,703	76,703	77,703	70,603	70,803
11	75,403	76,403	77,403	78,403	79,403	80,403	81,403	74,303	74,503
12	81,508	82,523	83,538	84,553	85,568	86,583	87,597	80,391	80,594

**All employees on Steps 1 through 11 shall advance one Step from their 2014-2015 Step effective July 1, 2015. Those employees at the maximum (Step 12) shall receive the salary as indicated on Step 12. (1.5% above the 2014-2015 Step 12)**

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**SALARY GUIDE A-2**

**10 MONTH CERTIFIED TEACHERS**

**2016-2017**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC	NON	VOC
1	51,887	52,887	53,887	54,887	55,887	56,887	57,887	50,787	50,987
2	52,387	53,387	54,387	55,387	56,387	57,387	58,387	51,287	51,487
3	52,987	53,987	54,987	55,987	56,987	57,987	58,967	51,887	52,087
4	53,587	54,587	55,587	56,587	57,587	58,587	59,587	52,487	52,687
5	54,555	55,555	56,555	57,555	58,555	59,555	60,555	53,455	53,655
6	57,603	58,603	59,603	60,603	61,603	62,603	63,603	56,503	56,703
7	61,003	62,003	63,003	64,003	65,003	66,003	67,003	59,903	60,103
8	64,503	65,503	66,503	67,503	68,503	69,503	70,503	63,403	63,603
9	68,003	69,003	70,003	71,003	72,003	73,003	74,003	66,903	67,103
10	71,703	72,703	73,703	74,703	75,703	76,703	77,703	70,603	70,803
11	75,403	76,403	77,403	78,403	79,403	80,403	81,403	74,303	74,503
12	82,731	83,761	84,791	85,821	86,852	87,882	88,911	81,597	81,803

**All employees on Steps 1 through 11 shall advance one Step from their 2015-2016 Step effective July 1, 2016. Those employees at the maximum (Step 12) shall receive the salary as indicated on Step 12. (1.5% above the 2015-2016 Step 12)**

SALARY GUIDE A-3

10 MONTH CERTIFIED TEACHERS

2017-2018

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC	NON	VOC
1	51,887	52,887	53,887	54,887	55,887	56,887	57,887	50,787	50,987
2	52,387	53,387	54,387	55,387	56,387	57,387	58,387	51,287	51,487
3	52,987	53,987	54,987	55,987	56,987	57,987	58,967	51,887	52,087
4	53,587	54,587	55,587	56,587	57,587	58,587	59,587	52,487	52,687
5	54,555	55,555	56,555	57,555	58,555	59,555	60,555	53,455	53,655
6	57,603	58,603	59,603	60,603	61,603	62,603	63,603	56,503	56,703
7	61,003	62,003	63,003	64,003	65,003	66,003	67,003	59,903	60,103
8	64,503	65,503	66,503	67,503	68,503	69,503	70,503	63,403	63,603
9	68,003	69,003	70,003	71,003	72,003	73,003	74,003	66,903	67,103
10	71,703	72,703	73,703	74,703	75,703	76,703	77,703	70,603	70,803
11	75,403	76,403	77,403	78,403	79,403	80,403	81,403	74,303	74,503
12	83,972	85,017	86,063	87,108	88,155	89,200	90,245	82,821	83,030

All employees on Steps 1 through 11 shall advance one Step from their 2016-2017 Step effective July 1, 2017 and then again advance an additional Step effective May 1, 2018. (total = 2 step advancement)

Those employees at the maximum (Step 12) shall receive the salary as indicated on Step 12 effective July 1, 2017. (1.5% above the 2016-2017 Step 12)

**SALARY SCHEDULE B-1**

**2015-2016**

**CRISIS COUNSELOR;**

**HEALTH AND SOCIAL SERVICES COORDINATOR;**

**SCHEDULER; SITE MANAGER**

**12 Months Certified**

Step	BA	BA+15	BA+3	MA	MA+15	MA+30	DOC	NON	VOC
1	61,866	63,066	64,266	65,466	66,666	67,866	69,066	60,546	60,786
2	62,466	63,666	64,866	66,066	67,266	68,466	69,666	61,146	61,386
3	63,186	64,386	65,586	66,786	67,986	69,186	70,386	61,866	62,106
4	63,906	65,106	66,306	67,506	68,706	69,906	71,106	62,586	62,826
5	65,706	66,906	68,106	69,306	70,506	71,706	72,906	64,386	64,626
6	69,124	70,324	71,524	72,724	73,924	75,124	76,324	67,804	68,044
7	73,204	74,404	75,604	76,804	78,004	79,204	80,404	71,884	72,124
8	77,404	78,604	79,804	81,004	82,204	83,404	84,604	76,084	76,324
9	81,604	82,804	84,004	85,204	86,404	87,604	88,804	80,284	80,524
10	86,044	87,244	88,444	89,644	90,844	92,044	93,244	84,724	84,964
11	90,484	91,684	92,884	94,084	95,284	96,484	97,684	89,164	89,404
12	96,348	97,566	98,878	100,002	101,220	102,438	103,656	95,009	95,252

All employees on Steps 1 through 11 shall advance one Step from their 2014-2015 Step effective July 1, 2015. Those employees at the maximum (Step 12) shall receive the salary as indicated on Step 12. (1.5% above the 2014-2015 Step 12)

**SALARY SCHEDULE B-2**

**2016-2017**

**CRISIS COUNSELOR;**

**HEALTH AND SOCIAL SERVICES COORDINATOR;**

**SCHEDULER; SITE MANAGER**

**12 Months Certified**

Step	BA	BA+15	BA+3	MA	MA+15	MA+30	DOC	NON	VOC
1	61,866	63,066	64,266	65,466	66,666	67,866	69,066	60,546	60,786
2	62,466	63,666	64,866	66,066	67,266	68,466	69,666	61,146	61,386
3	63,186	64,386	65,586	66,786	67,986	69,186	70,386	61,866	62,106
4	63,906	65,106	66,306	67,506	68,706	69,906	71,106	62,586	62,826
5	65,706	66,906	68,106	69,306	70,506	71,706	72,906	64,386	64,626
6	69,124	70,324	71,524	72,724	73,924	75,124	76,324	67,804	68,044
7	73,204	74,404	75,604	76,804	78,004	79,204	80,404	71,884	72,124
8	77,404	78,604	79,804	81,004	82,204	83,404	84,604	76,084	76,324
9	81,604	82,804	84,004	85,204	86,404	87,604	88,804	80,284	80,524
10	86,044	87,244	88,444	89,644	90,844	92,044	93,244	84,724	84,964
11	90,484	91,684	92,884	94,084	95,284	96,484	97,684	89,164	89,404
12	97,793	99,029	100,361	101,502	102,738	103,975	105,211	96,434	96,681

All employees on Steps 1 through 11 shall advance one Step from their 2015-2016 Step effective July 1, 2015. Those employees at the maximum (Step 12) shall receive the salary as indicated on Step 12. (1.5% above the 2015-2016 Step 12)

**SALARY SCHEDULE B-3**

**2017-2018**

**CRISIS COUNSELOR;**

**HEALTH AND SOCIAL SERVICES COORDINATOR;**

**SCHEDULER; SITE MANAGER**

12 Months Certified									
Step	BA	BA+15	BA+3	MA	MA+15	MA+30	DOC	NON	VOC
1	61,866	63,066	64,266	65,466	66,666	67,866	69,066	60,546	60,786
2	62,466	63,666	64,866	66,066	67,266	68,466	69,666	61,146	61,386
3	63,186	64,386	65,586	66,786	67,986	69,186	70,386	61,866	62,106
4	63,906	65,106	66,306	67,506	68,706	69,906	71,106	62,586	62,826
5	65,706	66,906	68,106	69,306	70,506	71,706	72,906	64,386	64,626
6	69,124	70,324	71,524	72,724	73,924	75,124	76,324	67,804	68,044
7	73,204	74,404	75,604	76,804	78,004	79,204	80,404	71,884	72,124
8	77,404	78,604	79,804	81,004	82,204	83,404	84,604	76,084	76,324
9	81,604	82,804	84,004	85,204	86,404	87,604	88,804	80,284	80,524
10	86,044	87,244	88,444	89,644	90,844	92,044	93,244	84,724	84,964
11	90,484	91,684	92,884	94,084	95,284	96,484	97,684	89,164	89,404
12	99,260	100,514	101,866	103,025	104,279	105,535	106,789	97,881	98,131

All employees on Steps 1 through 11 shall advance one Step from their 2016-2017 Step effective July 1, 2017 and then again advance an additional Step effective May 1, 2018. (total = 2 step advancement)

Those employees at the maximum (Step 12) shall receive the salary as indicated on Step 12 effective July 1, 2017. (1.5% above the 2016-2017 Step 12)



**SCHEDULE "C"**

**EXTRA-CURRICULAR COMPENSATION**

**2015-2018**

**ATHLETIC TRAINER** 5,750

**BASEBALL/SOFTBALL**  
Head 5,790  
First Asst. 3,153  
Fresh. Asst. 2,226

**BASKETBALL**  
Head 7,622  
First Asst 4,697  
Fresh. Asst 4,523

**CROSS COUNTRY** 2,230

**FOOTBALL**  
Head 7,622  
First Asst 4,697  
Asst. 4,523  
Fresh. Asst. 4,523

**INDOOR TRACK:** 2,699

**SOCCER**  
Head First Asst. 5,790  
First Asst. 3,153

**TENNIS**  
Head 2,230

The above annual stipends are effective as of July 1, 2015.

**SCHEDULE "D"**  
**EXTRA-CURRICULAR COMPENSATION**  
**2015-2018**  
**ATHLETIC**

**TRACK**

Head	6,355
First Asst.	3,671

**VOLLEYBALL**

Head	5,790
First Asst.	3,153

**WRESTLING**

Head	5,790
First Asst.	3,153

**NON-ATHLETIC  
HIGH SCHOOL**

Sr. Class Adv.	987
Jr. Class Adv.	731
Soph. Class Adv.	731
Fresh. Class Adv.	651
Band	2,577
Cheerleaders	2,239
Choir	1,059
Debate	1,620
Drama	2,562

**The above annual stipends are effective as of July 1, 2015.**

**SCHEDULE "E"**  
**EXTRA-CURRICULAR COMPENSATION**  
**2015-2018**  
**NON-ATHLETIC**

Driving Training	28.93/hr.
Glee Club	1,059
Magazine	1,620

Majorettes and Color Guards	1,126
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Newspaper	1,956
Orchestra	1,605
Public Speaking	1,113
Stage Crew	1,113
Student Council	2,011
Yearbook (Bus.)	1,778
Yearbook (Edit.)	1,778

**MIDDLE  
SCHOOLS**

Band	1,415
Chorus	719
Glee Club	719
Newspaper	937
Student Govern.	937

**ELEMENTARY**

Safety Patrol	543
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**The above annual stipends are effective as of July 1, 2015.**

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**SCHEDULE "F"**  
**INTRAMURAL STIPENDS**  
**High School; Middle School;**  
**Family & Elementary School (6, 7 & 8)**  
**2015-2018**

Basketball (female) ( <i>elementary</i> ) Head Coach	1,122
Assistant Coach	588
Basketball (male) ( <i>elementary</i> ) Head Coach	1,122
Assistant Coach	588
Basketball Club (male) ( <i>high school</i> )	568
Basketball Club (female) ( <i>high school</i> )	568
Howling Club (coed) ( <i>elementary</i> )	526
Howling Club (coed) ( <i>high school</i> )	568
Cheerleader (coed) ( <i>elementary</i> )	568
Head Coach	614
Assistant Coach	357
Chess Club (coed) ( <i>elementary</i> )	526
Chess Club (coed) ( <i>high school</i> )	568
Cross Country (coed) ( <i>elementary</i> ) Head Coach	624
Assistant Coach	362
Dance Club (coed) ( <i>elementary</i> )	526
Dance Club (coed) ( <i>high school</i> )	568
Drill Team (coed) ( <i>elementary</i> )	526
Flag/touch football (coed) ( <i>elementary</i> )	526
Floor Hockey (coed) ( <i>elementary</i> )	526
Golf Club (coed) ( <i>high school</i> )	568
Gymnastics (coed) ( <i>elementary</i> )	512
Gymnastics (coed) ( <i>high school</i> )	568
Knowledge Bowl (coed) ( <i>elementary</i> )	526
Knowledge Bowl (coed) ( <i>high school</i> )	568
Physical Fitness (coed) ( <i>high school</i> )	
Head Sponsor	568
Assistant	377
Ping Pong Tournament (coed) ( <i>high school</i> )	430
Skiing (coed) ( <i>elementary</i> )	526
Soccer (coed)	717
( <i>elementary</i> ) Head Coach Assistant Coach	408
Softball (female) ( <i>elementary</i> ) Head Coach	691
Assistant Coach	398
Softball (male) ( <i>elementary</i> ) Head Coach	688
Assistant Coach	394
Softball (female) ( <i>high school</i> )	568

Softball (male) ( <i>high school</i> )	568
Tennis Club (coed) ( <i>elementary</i> )	526
Tennis Club (coed) ( <i>high school</i> )	568
Track and Field (coed) ( <i>elementary</i> ) Head Coach	768
Assistant Coach	334
Volleyball (coed) ( <i>elementary</i> ) Head Coach	717
Assistant Coach	408
Volleyball (coed) ( <i>high school</i> )	568
Weight Training (coed) ( <i>elementary</i> )	526
Weight Training (coed) ( <i>high school</i> )	1,764
Wrestling Club (coed) ( <i>high school</i> )	568

#### **SCHEDULE "G"**

Department Head - Middle and High School	
2015-2018	1,500
Fewer than 7 Teachers	2,027
7 to 12 Teachers	2,477
More than 12 Teachers	

#### **SCHEDULE "H"**

Elementary Teacher in Charge	499
Child Study Team Leader	1,074
Summer School Teacher	4,035
Person-in-Charge (Certificated) (Formerly Head Teacher; Mentor Teacher)	36.80/hr.
Evening School Teacher; After School Teacher; Saturday	33.35/hr.
Program Teacher; Resource Person: Nurse;	30.00/hr.
Home Instruction Teacher	33.35/hr.
IEP Conferences beyond the normal day	4,606
Summer Program; Guidance Counselors: Social Worker; LDTC; Speech Therapist	

Grade Level Chairperson	1,433
Middle School	600
Elementary School	

#### **ELEMENTARY LEVEL**

BSIP Pre-School Teacher	598/yr.
ESL Teacher	598/yr.

#### **SECONDARY LEVEL**

ESL Teacher	598/yr.
-------------	---------

The above annual stipends are effective as of July 1, 2015.









SHULMAN - EXHIBIT C



# NEWARK TEACHERS UNION

Local 481

American Federation of Teachers

AFL-CIO

1019 Broad Street  
Newark, NJ 07102

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TEACHER - CLERK  
July 1, 2009 - June 30, 2010

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TEACHER - CLERK

July 1, 2009 - June 30, 2010

# NEWARK TEACHERS UNION



## NTU OFFICERS

Joseph Del Grosso  
PRESIDENT  
Pietro M. Pelino  
SECRETARY-TREASURER  
EXECUTIVE DIRECTOR

## NTU EXECUTIVE BOARD

John M. Abeigon	Princess Hogue
Noor Alam	Michael Gerry
Joseph Amabile	Giua Maillaro
Diane Capers	Jerry Mcroe
John Capparelli	Robert L. Palumbo
Michael Caputo	Justin Petino
Nancy Chitty-Jones	Jennifer Ramos
Michele Corbo	Avilda Rodriguez
John Cunha	Johanna Rios
Va'Leria Denson	Cheryl Skeete-Carey
Michael Dixon	Kia Sweeney-Scott
Michael Flynn	Neil Thomas
Joseph Fonseca	Christine Veliz
Maria French	

# NEWARK TEACHERS UNION



## NTU NEGOTIATING TEAM

Joseph Del Grosso, President  
Pietro M. Pelino, Chief Negotiator /  
Secretary-Treasurer / Executive Director

Michael Gerry, Director of Research & Communication  
Michael Maillaro, Assistant to the Director of Research & Special Projects  
Joseph Fonseca, Director of Technology & Special Projects

# STATE OPERATED SCHOOL DISTRICT

City of Newark



Dr. Clifford Janey  
State District Superintendent

## SCHOOL DISTRICT NEGOTIATING TEAM

Raymond A. Cassella, Chief Negotiator  
Laurelle K. Asante, Esq., Director of Labor/ Employee Relations  
Joanne Bergamotto, Regional Superintendent  
Dan Gohl, Executive Officer-Charge and Innovation  
John Mattson, Executive Assistant  
Angel Juarez, Executive Assistant

## QUICK REFERENCE GUIDE

ABSENTEEISM.....	23
ADMINISTRATIVE SUMMONS.....	33
BUILDING REP MEETING WITH PRINCIPAL.....	11
BULLETIN BOARDS (NTU).....	10
CAFETERIA DUTY.....	28, 29
CALENDAR.....	16-18
CLASS ASSIGNMENTS.....	24-25
CLASS COVERAGE COMPENSATION.....	25
CLASS INTERRUPTIONS.....	33
CONSECUTIVE ASSIGNMENTS.....	24
DEATH IN IMMEDIATE FAMILY/HOUSEHOLD.....	47
DISCRETIONARY FUNDS.....	34
END OF DAY - ELEMENTARY SCHOOLS.....	18
EMPLOYEE ASSISTANCE PROGRAM.....	79
EXTRA CURRICULAR COMPENSATION SALARY GUIDE.....	56-57
FACULTY MEETINGS.....	33
GRIEVANCES.....	3-9
LEAVES.....	44-50
LONGEVITY.....	61
MARRIAGE.....	47
MATERNITY LEAVE.....	46
MATTERS NOT COVERED.....	83
MEDICAL CERTIFICATE - SICK LEAVE, SHORT-TERM SICK LEAVE.....	44
NECESSARY DUTIES.....	28, 29
OPEN HOUSE.....	25, 26
PAY DATES.....	77
POSTING OF SCHEDULES.....	25
PREP PERIODS - ELEMENTARY.....	20, 25
PREP PERIODS - SECONDARY.....	21, 25
PREP PERIODS - NTU BUILDING REP.....	18
PRIOR CREDIT.....	61-62
PROFESSIONAL IMPROVEMENT FUND.....	34
PUPIL GRADES.....	33
ROOM ASSIGNMENTS.....	24

## QUICK REFERENCE GUIDE (Continued)

SALARY GUIDE - CLERKS.....	38-41
SALARY GUIDE - CST.....	64
SALARY GUIDE - TEACHERS.....	38-60
SICK / PERSONAL DAYS BUY BACK.....	45
SICK DAYS CONVERSION, RETIREMENT.....	48-50
SCHEDULES - PER DIEM SUBSTITUTES.....	23
SCHEDULES - SPECIAL SCHOOLS.....	20
SOLICITATION OF FUNDS.....	33
SUMMER RATES - TEACHERS, CLERKS, COORDINATORS.....	37
TARDINESS.....	23
TEACHING CLASS ASSIGNMENTS - HIGH SCHOOL & JR. HIGH.....	25
TEACHER FACILITIES.....	31, 32
TEACHER PERFORMANCE.....	29-31
TEACHER PROTECTION.....	35, 36
TEACHER SALARY GUIDE.....	38-60
TEACHER SCHEDULES AND SCHOOL DAY.....	18-23
TUITION REIMBURSEMENTS.....	84-86

## TABLE OF CONTENTS

Mediator's Recommendations.....	1
Declaration of Intent.....	1
Agreement.....	1
Article I Recognition of NTU as Bargaining Agent	
Section 1 Categories of NTU Members.....	2
Section 2 Definition of Employee.....	2
Section 3 Equal Representation by NTU.....	3
Article II Non-Discrimination Policy	
Section 1 Non-Discrimination Policy Statement.....	3
Section 2 Employee Application Process.....	3
Article III Grievances	
Section 1 Definitions	
A Definition of Grievance.....	3
B Definition of Employee.....	3
C NTU Right to Initiate, Process & Appeal Grievances.....	4
Section 2 Grievance Procedures	
A NTU Representation.....	4
B Timelines & Guidelines for Meetings/Hearings.....	4
Step 1 Informal Conference.....	4
Step 2 Principal.....	4, 5
Step 3 State District Superintendent.....	5
Step 4 Arbitration.....	5
a Request for Binding Arbitration.....	5
b Arbitration Award.....	6
1 Binding and Enforceable.....	6
2 Selection of Arbitrator.....	6
c Arbitrator's Panel Power.....	6
d Arbitrator's Limits.....	7
e Fees and Expenses for Arbitrator.....	7

<b>Section 3 General Provisions</b>	
A Notification Timelines....	7, 8
B Persons Eligible to Participate....	8
C Grievances Arising from Central Office Administrators....	8
D NTU Arbitration Choices....	8
E Reprisals Against Participants Not Allowed....	9
F Mutually Agreed Time Limits....	9
G Year End Grievances....	9
H Grievances/Personal Files, Promotions/Job Placements....	9
I Grievance Forms....	9
<b>Article IV NTU Rights</b>	
Section 1 Leave of Absence for Union Service....	9, 10
Section 2 Contract Negotiations on School Time....	10
Section 3 NTU Bulletin Boards....	10
Section 4 NTU Meetings	
A Rep-Staff Meetings....	11
B General Membership Meetings....	11
Section 5 Meetings with Principals	
A Building Rep Meetings with Principals....	11
B Building Rep Meeting Guidelines....	11, 12
C Individual School Policies....	12
Section 6 Availability of NPS Public Records....	12
Section 7 Distribution of NTU Literature in Schools....	12
Section 8 District-NTU Meetings....	12
Section 9 School Visits by NTU Officials/Representatives	
A NTU Member Conferences....	13
B Classroom Visit by Union Officials....	13
C Notice to Building Rep. of Central Office Admin. Visit....	13
D Arrest of NTU Member on School Property....	13
Section 10 NTU Representation at Board Meetings....	13, 14
Section 11 Leave of Absence for Union Conventions	
A AFT, NJ AFL-CIO & NISFT Conventions....	14
B Legislative & Government Bodies....	14
C Number of Days Available....	14
D Limitation on Representatives....	14
Section 12 Data Deduction....	15
Section 13 Agency Assessment....	15

ii

<b>Section 14 Super Seniority....</b>	<b>15</b>
<b>Section 15 Use of School Phone for NTU Business....</b>	<b>15</b>
<b>Section 16 Reasonable Notice for School Closing....</b>	<b>15</b>
<b>Article V General Conditions of Employment</b>	
Section 1 Fair Employment Practice	
A Tenure Employment Practice....	16
B Non-Tenured Notification Date....	16
Section 2 School Calendar	
A Inservice Days....	16
B Work Year....	16, 17
C Orientation Day....	17
D New Teacher Orientation....	17
E School Calendar....	17, 18
Section 3 Teacher Schedules and the School Day	
A NTU Building Representatives....	18
B Elementary Schools....	18
1 Sign-In Time....	18
2 End of Day....	18
3 Regular Day Schedule for Elementary Schools....	19
4 Special Circumstances....	19
5 Reg. Day Schedule for Teachers of Part-Time Classes....	19
6 Prep. Periods for Elem. School Employees....	20
C Special Schools and Special Classes....	20
1 Hours of Service for Special Schools or Classes....	20
2 Preparation Periods in Special Schools....	20
3 Teachers Who Volunteer to Work Beyond the Work Day....	20
D Secondary Schools....	21
1 Sign-In Time....	21
2 End of Day....	21
3 Regular Day Schedule....	21
4 Special Adjustments to Schedules....	22
5 Block Scheduling....	22
E Per-Diem Substitute Daily Schedule....	23
F Absenteeism and Tardiness....	23
1 Reporting & Failure to Report an Absence....	23
2 Late Arrival to School....	23
3 Absence Before and After a Holiday....	23
4 Exceptions....	23

iii



#### Section 4 Class Assignments and Open House

- A Class Assignments...24
  - 1 Number of Subjects & Prep Periods Required...24
  - 2 Room Assignments...24
  - 3 Notice of Teacher Schedule Prior to End of Year...24
  - 4 Excused from Specific Duties...24
  - 5 Consecutive Assignments Limited to Three...24
  - 6 Teaching Class Assignments...25
    - A) Secondary/Jr. High Teaching Classes Per Day...25
    - B) Class Coverage Compensation...25
  - 7 Posting of Schedules...25
  - 8 Preparation Periods Defined...25
- B Open House: Evening School Mths...25, 26
- Section 5 Seniority
  - A Defined...26
  - B Standards for Determining Seniority...26
  - C Length of Service...26
- Section 6 Assignment and Transfer
  - A Voluntary Transfer from School to School...26
    - 1 June 1st Vacancies Listed...26
    - 2 Applications for Transfer...27
    - 3 Reason for Not Transferring...27
  - B Reassignments within a School...27
    - 1 Notification to Principal...27
  - C Involuntary Transfers from School to School...27
    - 1 Transfers...27
    - 2 Written Reason...27
- Section 7 Necessary Duties
  - A Elementary/Middle School Teachers...28
    - 1 Meeting Students...28
    - 2 Playground Duty...28
    - 3 Volunteering...28
      - A) For Cafeteria/Playground Duty...28
      - B) Posting Notices and Assignments...28
  - B Secondary School Teachers...29
    - 1 Monitoring Teachers During Classes...29
    - 2 Cafeteria Duty...29
  - C Service Periods...29
  - D Duty Free Lunch Period...29

#### Section 8 Teacher Performance Evaluation and Personnel Files

- A Signed Notice of Evaluation...29
  - B Evaluation...30
  - C Observations / Evaluation Conferences...30
  - D Monitoring or Recording Prohibited...30
  - E Opportunity to Read...30
  - F Copy of Evaluation to Teacher...30
  - G Right to Inspect File...30
  - H Confidential Files...31
  - I Revision of Forms...31
  - J Unsatisfactory Ratings...31
  - Section 9 Teacher Facilities
    - A Classroom Storage Space...31
    - B Teacher Workroom...31
    - C Faculty Lounge With Telephone...31
    - D Teacher Restroom...31
    - E Communications System...32
    - F Security Guard...32
    - G Excluding Intruders From School Grounds...32
    - H Unfit Classroom Conditions...32
    - I Child Study Team Facilities...32
  - Section 10 Faculty Meetings...33
  - Section 11 Pupil Grades...33
  - Section 12 Teacher's Grade Book
    - A Written Comments by Administrator...33
  - Section 13 Administrative Summons...33
  - Section 14 Class Interruptions...33
  - Section 15 Solicitation of Funds...33
  - Section 16 Supplies and Instructional Materials
    - A Texts and Materials...34
    - B Discretionary Fund...34
  - Section 17 Professional Improvement Fund...34
  - Section 18 Verification of Employment...34
  - Section 19 Placement in Positions...35
- Article VI Teacher Protection
- Section I Negligence
    - A Cost of Defense...35
    - B Reporting of Personal or Property Damage...35

Section 2 Assault and Personal Injury.....35	
Section 3 Compensation	
A Salary and Sick Day Protection.....36	
B Award Restriction.....36	
Article VII Summer School and Summer Recreation Programs	
A Qualifications.....36	
B Posting.....36	
C Selection.....36	
D Summer Pay Rates.....37	
Article VIII School Clerks Salary	
Section 1 School Clerks Salary Guide	
A School Clerks (10 Months).....38-40	
E School Clerks (12 Months).....41	
C Organization Day.....42	
Section 2 Sick and Personal Days.....42	
Section 3 Job Description	
A New Jersey Dept. of Personnel.....42	
B No Dictation.....42	
Section 4 Overtime.....42	
Section 5 Work Day	
A Definition.....42	
B Noncompulsory Overtime.....43	
C Work Break.....43	
D Monitor or Supervise Students.....43	
Section 6 Longevity.....43	
Section 7 Time Reports	
A Special Telephone Connection.....43	
Section 8 Career Ladder Program.....43	
Article IX Cultural Pluralism	
A Commemorative Dates.....43	
B Bilingual and Multilingual Teachers.....44	

Article X Leaves	
Section 1 Sick and Personal Leaves	
A Number of Sick Days Granted.....44	
B Additional Sick Days for Teachers with 25 years experience....44	
C Unused Sick Days.....44	
D Exhausted Sick Days.....44	
E Medical Certificate.....44	
F Number of Personal Days Granted.....45	
G Sexual Equality of Leave Privileges.....45	
H Picking up Psychosheets When Absent.....45	
I Protected Sick Days When Remaining from Leave of Absence....45	
J Conversion of Sick & Personal Days - Not Exceeding 6 Days....45	
Section 2 Maternity Leave	
A Length of Maternity Leave.....46	
B Return to Service.....46	
C Extended Maternity Leave.....46	
D Seniority and Salary.....46	
E Seniority Rights During Maternity Leave.....46	
Section 3 Military Leave	
A Inducted Teacher.....46	
B Eligibility for Military Leave.....46	
C Salary Schedule Placement.....47	
D Reinstatement and Seniority.....47	
Section 4 Existing Leave Policy	
A Death in Immediate Family or Household.....47	
B Court Subpoena.....47	
C Quarantine.....47	
D Excused Attendance at Conference.....47	
E Marriage.....47	
Section 5 Maintenance of Rights and Benefits	
A Full Benefits During Leave.....47	
B Returning to Full-Time Enrollment upon Termination of Leave....48	
Section 6 Reserve Duty.....48	

Section 7 Retirement.....	48
A 90 Days Notice.....	48
B Conversion of Sick Days - For Midyear Retirements....	48
1 First 90 Days.....	48
2 91 - 150 Days.....	48
3 151 - 250 Days.....	48
4 Over 250 Days.....	49
5 Requirement.....	49
6 Exceptions to 90 Days Notice.....	49
C Conversion of Sick Days for July 1st Retirements....	49
1 First 90 Days.....	49
2 91-150 Days.....	49
3 151-250.....	49
4 Over 250 Days.....	49
5 Requirement.....	50
Section 8 Family Leave Act / Family & Medical Leave Act....	50
A. Fulfilling Requirements for FLA or FMLA....	50
B. Permitted Purposes For Leave....	50
C. Seniority.....	50
D. Attendance Improvement Plan....	50
Article XI Promotions - Notice of Vacancies	
A Promotional Positions	
1 Listed Promotional Positions.....	51
2 Notice of Vacancy.....	51
3 Time of Posting for Vacancies.....	51
4 Right to Apply for Promotional Positions.....	51
Article XII Supplemental Fringe Benefits	
A Maintenance of Benefits.....	51, 52
B Review of Benefits Provider.....	52
Article XIII Extra-Curricular Activities & Supplementary Compensation	
A General Provisions.....	53
1 Eligibility.....	53
2 Selection.....	53
3 In-Service Credit.....	53
4 Minimum Teachers Assigned to Recreation Centers....	53

viii

5 Sexual Equality of Coaches Pay.....	53
6 Priority Consideration.....	53
B Clubs and Activities Selection	
1 Applications.....	54
2 Eligibility.....	54
3 Principal Appointment.....	54
4 Reason for Non-Selection.....	54
5 Appointment Protection.....	54
6 Preference for Position.....	54
7 Rotation of Appointments.....	54
C Extra-Curricular Compensation	
1 Pay Dates and Installments.....	55
2 Extra-Curricular Compensation Salary Guide.....	56, 57
Article XIV Instructional Salary Guides	
Section 1 Teacher Salary Guide	
A Schedule for BA Level.....	58
B Schedule for MA Level.....	59
C Schedule for Ph.D. Level.....	60
D Longevity.....	61
E Prior Credit.....	61, 62
F Prior Credit Special Needs Areas.....	62
G Equivalency Credits.....	62
H Prevention Specialists.....	62, 63
Section 2 Psych., Social Workers & L.D.T.C.s Salary Guide.....	64
Section 3 Plantist Salary Guide.....	65
Section 4 Court Representatives/Job Developers Salary Guide	
A Schedule for BA Level.....	66
B Schedule for MA Level.....	67
C Schedule for Ph.D. Level.....	68
Section 5 Coordinator Salary Guide	
A Schedule for BA Level.....	69
B Schedule for MA Level.....	70
C Schedule for Ph.D. Level.....	71
Section 6 Parent Involvement Community Specialist Salary Guide	
A Schedule for BA Level.....	72
B Schedule for MA Level.....	73
C Schedule for Ph.D. Level.....	74

ix

Section 7 Licensed Practical Nurse Salary Guide....	75
Section 8 Correcting Payroll Errors....	76
Section 9 Wrong Step....	76
Section 10 Time Reports....	76
Section 11 Paydays	
A 10 or 12 Months Option....	77
B Pay Day Schedule ....	77
C Appropriate Payday....	77
D New Hire Salary Holdback....	77
Section 12 Mailed Checks....	77
Section 13 Reimbursement for Expenses....	77
Section 14 Compensation for Guidance Counsellors....	78
Section 15 Recreation Directors' Salary....	78
Section 16 Payroll Check Pickup for Illegals....	78
Section 17 Reimbursement for Transportation Expenses	
A Child Study Team Reimbursement....	78
B Traveling to More Than One Site....	78
C Departure Point....	78
D Public Transportation or IRS Mileage Allowance....	78
E Monthly Vouchers for Travel Reimbursement....	79
F Reimbursement within 30 Working Days....	79
Section 18 Grant Programs....	79
Article XV Employee Assistance Program....	80
Article XVI Quality Control/Discipline Committees....	80, 81
Article XVII Federal Supplemental Funding....	81
Article XVIII Curriculum Revisions....	81, 82
Section 1 Curriculum Committee....	81, 82
Section 2 Oversight Committee on Special Education....	82
Article XIX Matters Not Covered	
Section 1 Superseded Policy, Rule or Regulation....	83
Section 2 No Changes: Wages, Hours, Conditions....	83
Section 3 New Contract Negotiations....	83
Section 4 Subcontracting....	83

x

Article XX New Job Titles or Categories	
A 30 Days Advance Notice to Union....	83
B Union Jurisdiction....	83
C Negotiations Over Working Conditions....	84
D Failure to Agree on Title/Category....	84
Article XXI Tuition Reimbursement....	84-86
Section 1 Teachers....	84-86
Section 2 Clerks & Aides....	86
Article XXII Peer Coaches and/or Mentor Teachers	
Section 1 Educational Research and Development....	87
Section 2 Teacher Assistance Programs (TAP)....	87, 88
Section 3 Mentor Program....	88
Section 4 In-Service Courses (National Teachers Examination)....	88
Section 5 Training Workshop sponsored by NTU & NPS....	88
Article XXIII Labor History....	88
Article XXIV Oversight Committee....	89
Article XXV Availability of Contract....	89
Article XXVI No Strike	
Section 1 Work Stoppage or Refusal to Work....	89
Section 2 No Lockouts....	89
Article XXVII Conformity to Law and Savings....	89
Article XXVIII Agency Shop....	90
Article XXIX Duration....	90

xi

#### MEDIATOR'S RECOMMENDATIONS

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

#### DECLARATION OF INTENT

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

#### AGREEMENT

This agreement is made and entered into effective as of the 1st day of July 2009 by and between the STATE OPERATED SCHOOL DISTRICT OF NEWARK IN THE COUNTY OF ESSEX, (hereinafter referred to as the "NEWARK PUBLIC SCHOOLS" and the NEWARK TEACHERS UNION, LOCAL 481, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, (hereinafter referred to as the "Union").

The expired agreement dated July 1, 2006 through June 30, 2009, shall be renewed for a period of one (1) year effective July 1, 2009, except insofar as changed, modified, replaced, or supplemented by the items mutually signed as agreed upon in the negotiations immediately prior to and resulting in the adoption of this agreement by the District and the Union.

## ARTICLE I. RECOGNITION OF NTU AS BARGAINING AGENT

### SECTION 1 CATEGORIES OF NTU MEMBERS

The Newark Public Schools hereby recognizes the Union as the exclusive collective negotiations representatives pursuant to N.J.S.A. 34:13A-1 et. seq. known as the New Jersey Employer-Employee Relations Act, for the purpose of the collective negotiations concerning the terms and conditions of employment of employees of the Newark Public Schools in the unit consisting of the following categories of employment: teachers, itinerant teachers, homebound teachers, recreation teachers, speech language specialists, athletic trainers, middle school drug and safety coordinator, job developer, middle school drug prevention and safety coordinator, prevention specialist, licensed practical nurse, literacy coach, remedial reading teachers, staff developers, librarians, drop out counselors, guidance counselors, regular teachers teaching four nights per week in Newark Evening High School, and coordinators having permanent status as teachers, resource teachers, learning disability teacher consultants, social workers, psychologists, attendance counselors, court representatives, special investigators, consulting psychiatrists, occupational therapist, physical therapist, program assistant, research assistant, audiologist, pianist, substance abuse coordinator, clerk stenographer (school), physical therapist assistant, text book clerk and assistant, text book clerk in the Newark Evening High School, parent liaisons, parent involvement community specialists and interpreters but excluding department chairpersons, acting department chairpersons, head guidance counselors, teachers to assist the principal, vice principals, principals, acting vice principals, acting principals, directors, assistant superintendents, superintendents, laboratory assistants, nurses, maintenance workers, cafeteria workers, security guards, per diem substitutes with thirty (30) days non-consecutive service in the same position who are not Newark Public Schools appointed, teacher and school aides, and all permanent, acting, temporary or provisional supervisory employees.

### SECTION 2 DEFINITION OF EMPLOYEE

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

## SECTION 3 EQUAL REPRESENTATION BY NTU

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

### ARTICLE II. NON-DISCRIMINATION POLICY

#### SECTION 1 NON-DISCRIMINATION POLICY STATEMENT

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

#### SECTION 2 EMPLOYEE APPLICATION PROCESS

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

## ARTICLE III. GRIEVANCES

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

### SECTION 1 DEFINITION OF GRIEVANCE

#### A. DEFINITION OF GRIEVANCE

A grievance is a complaint by an employee that (1) he/she has been treated unfairly or inequitably by reason of any act or condition, including those relating to employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, or (2) there has been an act to hinder a violation, misinterpretation or misapplication of the provisions of this Agreement or any of the existing rule, regulations or orders of The Newark Public Schools or the New Jersey State Department of Education having the force and effect of law.

#### B. DEFINITION OF EMPLOYEE

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



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

## SECTION 2 GRIEVANCE PROCEDURES

A. NTU REPRESENTATION  
In the presenting and processing of grievances, the employee may be represented, at their own expense, by a person of his/her own choosing, except that his/her may not be represented by any employee organizations or by an officer or representative of any employee organization other than the Union. In the event that a grievance is carried to Step 2, the Union shall be immediately notified.

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

### Step 1 INFORMAL CONFERENCE

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

### Step 2 PRINCIPAL

If the grievance is not satisfactorily adjusted within five (5) school days after the last discussion, the employee may, with the assistance of a Union representative, if the employee so desires, submit it in writing within five (5) school days after the end of the said five (5) day period to his/her immediate superior for satisfactory adjustment, but such written grievance must be submitted to such superior in any event within thirty (30) school days following his/her becoming aware of the act or circumstance given rise to the grievance. The said immediate superior shall schedule a meeting to discuss the grievance with the employee.

ce and a Union representative prior to making his/her decision, but in any event his/her shall give his/her decision in writing with his/her reasons therefore to the employee, the Union, and the State District Superintendent within five (5) school days after the written grievance has been submitted to him/her by the employee.

### Step 3 STATE DISTRICT SUPERINTENDENT

The employee may appeal to the State District Superintendent from the last mentioned decision of his/her immediate superior within five (5) school days after the decision has been given to the employee and the Union pursuant to the above provisions under the caption "Step 2" by giving to the State District Superintendent and to the employee's immediate superior, written notice of such appeal setting forth specifically the basis of the grievance. The State District Superintendent, or designee, shall meet with the employee and a Union representative within ten (10) school days after the giving of such notice of appeal, and shall give his/her decision in writing with his/her reasons therefore, to the employee, Union and the employee's immediate superior within five (5) school days after such meeting.

Grievance hearings may also be held at the SLT Offices beginning as early as 2:30 p.m. Teachers shall not receive extra compensation for extractions of the workday caused by grievance hearings.

### Step 4 ARBITRATION

#### a. REQUEST FOR BINDING ARBITRATION

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

## b. ARBITRATION AWARD

### 1. BINDING AND ENFORCEABLE

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

### 2. SELECTION OF ARBITRATOR

The arbitrator shall be selected by mutual agreement of the Newark Public Schools and the Union except that any individual so selected shall be a bona fide resident of New Jersey and a member of the National Academy of Arbitrators with a minimum of five years experience as an arbitrator. In the event that the Newark Public Schools and the Union are unable to agree upon the selection of an arbitrator, either of the two shall call upon the American Arbitration Association to name the arbitrator. Any individual so selected shall be required to be a bona fide resident of New Jersey.

This arbitrator shall sit for the duration of the agreement. The Arbitrator shall arrange the dates, meeting places, and agenda of any and all arbitration proceedings.

The arbitrator shall serve until he/she receives notice of termination of her/his services by either the Newark Public Schools or the Union. In such a case, a new arbitrator shall be appointed as described above. Termination shall not affect any grievance upon which a hearing has commenced.

### c. ARBITRATOR'S PANEL POWER

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

### d. ARBITRATOR'S LIMITS

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

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

### e. FEES AND EXPENSES FOR ARBITRATOR

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

## SECTION 3 GENERAL PROVISIONS

If the decision to be given by any employee's immediate administrative superior, or the State District Superintendent in accordance with the applicable provisions under "Step 1", "Step 2", "Step 3" above are not given within the respective times by the said provisions specified, the employee shall have the right to proceed with her/his appeal to the next step, or in the case of the decision specified under "Step 3", to request arbitration, by giving written notice of appeal or request for arbitration within the same time to the same parties and in the same manner as he/she would be required to give if a decision adverse to him/her had been rendered on the outside date prescribed above for rendering under "Step 2" or "3". If the employee fails to submit her/his written grievance within the time specified in the provisions under "Step 2" above, or if he/she fails to give, under "Step 3" above, or if he/she fails to give within the prescribed time written notice of the request for arbitration mentioned under "Step 4" above, the grievance shall be deemed to have been waived.

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

### A. NOTIFICATION OF TIMELINES

Any written notice to be given under Section 2 by the employee to her/his superior or to the State District Superintendent may be given by hand, or by leaving it with a person in charge of the office of such superior or of the State District Superintendent, or by mailing it by certified mail, return receipt requested.



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

#### B. PERSONS ELIGIBLE TO PARTICIPATE

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

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

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

#### D. NTU ARBITRATION CHOICES

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

E. REPRISALS AGAINST PARTICIPANTS NOT ALLOWED  
No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.

#### F. MUTUALLY AGREED TIME LIMITS

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

#### G. YEAR END GRIEVANCES

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

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

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

#### I. GRIEVANCE FORMS

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

#### ARTICLE IV - NTU RIGHTS

#### SECTION 1 LEAVE FOR UNION SERVICE

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

When any individual granted such leave of absence returns to regular employment with the Newark Public Schools he/she shall be placed on the step of the salary schedule that he/she would have attained had he/she been continuously employed during such absence. There shall be no loss of seniority or any other right available to him/her under the law or the terms of this agreement because of such leave of absence.

The period of the leave shall not be included in computing length of service for the time required to attain tenure.

Any employee granted such leave of absence shall have the right to have maintained, on the same basis of all employees, any employee health plan available to Newark Public Schools employees for hospital costs, medical-surgical benefits, major medical insurance, and any other such benefits upon regular payment on his/her behalf to the Assistant State District Superintendent of amounts sufficient to cover the cost to the Newark Public Schools for continued participation in such employee health plans, provided the Newark Public School's insurers will permit it.

#### SECTION 2 CONTRACT NEGOTIATIONS ON SCHOOL TIME

The Union and the Newark Public Schools will mutually agree upon a time for negotiations. Members of the Union negotiating committee shall be granted administrative leave with pay if negotiations take place on school time. No more than five (5) employees shall have the right to receive pay under this provision. They shall be granted administrative leave with pay the day following a negotiating session if the session lasts past 11 p.m. Nothing contained in this Section shall be construed to require the Newark Public Schools to negotiate during school hours or after 11 p.m.

#### SECTION 3 NTU BULLETIN BOARDS

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

10

#### SECTION 4 NTU MEETINGS

##### A. REP. STAFF MEETINGS

The Union shall have the right to have meetings of the employees of any school prior to the beginning of the school day, during the employee's lunch period, and after the closing of school upon timely notification to the school principal. Principals shall be required to cooperate with the Union to facilitate the holding of such meetings despite relatively short notice whenever circumstances so dictate. Principals shall provide for proper meeting facilities in accordance with such request without charge to the Union, provided that this use of meeting facilities shall in no way interfere with previously scheduled school programs, and activities. No principal or other administrator of said school shall schedule any activity or program which will interfere with the conduct of said Union meeting after the meeting has been formally scheduled, except in cases of emergency. In case of such an emergency, the principal shall furnish a written explanation of the nature of such emergency to the State District Superintendent and the Union.

##### B. GENERAL MEMBERSHIP MEETINGS

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

#### SECTION 5 MEETING WITH PRINCIPALS

##### A. BUILDING REP MEETINGS WITH PRINCIPAL

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

##### B. BUILDING REP MEETING GUIDELINES

If any such meeting is held during school hours, representatives of the Union shall be released from active duty for a period of not more than one class period.

11

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

#### C. INDIVIDUAL SCHOOL POLICIES

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

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

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

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

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

#### SECTION 8 DISTRICT - NTU MEETINGS

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

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

#### SECTION 9 SCHOOL VISITS BY NTU OFFICIALS/REPRESENTATIVES

##### A. NTU MEMBER CONFERENCES

The Newark Public Schools shall permit the President of the Union or one of the Union liaison officers to visit the schools. The union representative should make known her/his presence to the appropriate authority in the school. Conferences with teachers, should they become necessary, shall be scheduled so as not to interfere with or disrupt normal school functions.

##### B. CLASSROOM VISIT BY UNION OFFICIALS

Union officials shall be permitted to visit in the classroom of any teacher who so requests. Union officials, not employed by the Newark Public Schools, shall be permitted to visit classroom teachers who shall request such visitations, providing that the visiting official informs the building principal of the intent to visit prior to entering the classroom, and providing that no Newark Public Schools observation shall be conducted at the same time.

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

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

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

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

#### SECTION 10 NTU REPRESENTATION AT BOARD MEETINGS

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

general topics. This provision shall remain in effect during the life of this Agreement.

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

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

#### B. LEGISLATIVE AND GOVERNMENT BODIES

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

#### C. NUMBER OF DAYS AVAILABLE

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

#### D. LIMITATIONS ON REPRESENTATIVES

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

#### SECTION 12 DUES DEDUCTION

The Newark Public Schools agrees to continue to deduct from the salary of its employees dues for the Union, as said employees individually and voluntarily authorize the Newark Public Schools. The Newark Public Schools will remit dues deducted from members (supported by a schedule, listing names and amounts) within fourteen (14) days of the payday.

#### SECTION 13 AGENCY ASSESSMENT

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

#### SECTION 14 SUPER SENIORITY

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

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

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

#### SECTION 16 REASONABLE NOTICE FOR SCHOOL CLOSING

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

## ARTICLE V. GENERAL CONDITIONS OF EMPLOYMENT

### SECTION 1. FAIR EMPLOYMENT PRACTICE

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

### B. NON-TENURED NOTIFICATION DATE

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

### SECTION 2. SCHOOL CALENDAR

#### A. IN-SERVICE DAYS

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

#### B. WORK YEAR

1. There shall be scheduled no more than 185 pupil days and 191 workdays for employees covered by this Agreement, except as noted in Article V, Section 2, C and D.

#### 1 Organization Day

#### 185 Student Days

#### 5 In-service Days (Effective July 1, 2009)

2. Instructional days may be either full length or minimum length. 1:00 p.m. student dismissal at the discretion of the Newark Public Schools. Employees may be required to remain until the normal employee departure time, including after-school meeting time, on minimum length instructional days. These days will not be scheduled on Fridays or the day before a holiday. These days will be an exception to the provisions of Article V, Section 3, B2. The Superintendent or her/his designee will issue a minimum of two (2) weeks advanced notice of the 1:00 p.m. student dismissal for teacher training.

3. There shall be 1:00 p.m. student and employee dismissal on the last student day preceding Thanksgiving and Christmas.

4. At least three of the annual in-service days will be designated by the district to qualify for the one hundred hours of State mandated professional development for teachers.

5. Spring Break will be included in the school calendar, and will not be reduced to cover snow days during the 2009-2010 school year only.

#### C. ORIENTATION DAY

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

#### D. NEW TEACHER ORIENTATION

All teachers new to the Newark School System shall be required to attend, without additional compensation, two (2) full day orientation sessions.

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

Teachers in their first year of teaching may be required to attend one (1) meeting per month, up to two (2) hours in length, conducted by the Central Office or the SLT for the purposes set forth herein.

#### E. SCHOOL CALENDAR

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

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

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

For School Calendars 2009-2010, refer to the Newark Teachers Union Pocket Calendar. Emergency school closing days that require rescheduling to meet the 180 day school year statutory mandate will be rescheduled at the end of the school year.

### SECTION 3 TEACHER SCHEDULES AND THE SCHOOL DAY

#### A. NTU BUILDING REPRESENTATIVES - PREP PERIOD

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

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

#### B. ELEMENTARY SCHOOLS

##### 1. SIGN-IN TIME

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

##### 2. END OF DAY

Teachers shall be free to leave at their discretion at the time specified in sub-section 3, except on the early dismissal days that precede holidays when teachers shall be permitted to leave ten (10) minutes after classes end.

### 3. REGULAR DAY SCHEDULE FOR ELEMENTARY SCHOOLS (Effective September 1, 2004)

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

#### ELEMENTARY DAY

Teachers arrive	8:20 AM
Teachers report to assigned stations	8:25
Pupils arrive	8:25
Formal instruction begins	8:35
Lunch period equal to that of students	
Classes end	2:50 PM
Students dismissed	2:55
Teachers depart	3:05
Teachers sign out as indicated in B2 above.	

#### 4. SPECIAL CIRCUMSTANCES

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

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

In the case of teachers of part-time classes, the hours of service for those on a morning or afternoon session shall be four (4) hours of instruction. Teachers shall be entitled to a duty-free lunch period, which shall be fifty (50) minutes in duration. In addition to the four (4) hours of instruction rendered to the part-time classes, teachers shall report for teaching or appropriate professional services for one and one half (1½) hours in the morning or afternoon, fifty (50) minutes and which shall be considered preparation time. The additional service of one and one half (1½) hours shall be scheduled by the principal in accordance with the specific situations, which obtain in each school when such classes are scheduled.



#### 6. PREPARATION PERIODS FOR ELEMENTARY SCHOOL EMPLOYEES

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

Preparation periods may be used by the principal or his/her designee to hold common planning periods. In the elementary and special schools which are capable of providing a minimum of four (4) preparation periods per week, a maximum of eight (8) preparation periods per month may be utilized to hold common planning periods. Elementary and special schools which provide a minimum of three preparation periods per week, a maximum of six (6) preparation periods per month may be used to hold common planning periods.

#### C. SPECIAL SCHOOLS AND SPECIAL CLASSES

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

In special schools or special classes, the hours of service of teachers shall be the same as that specified in caption B-3 of this Article and Section, except that in any cases where the lunch period is part of the instructional program of the specific class taught by the teacher, and teaching situations makes it desirable that the teacher eat lunch with pupils, and such arrangements have been made by agreement between the teacher and Principal, the lunch period shall be included as part of the teaching day and such classes will be dismissed at 2:25 p.m. Said teacher may sign out at their discretion after their 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-5 of this Article and Section.

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

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

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

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

#### D. SECONDARY SCHOOLS

##### 1. SIGN-IN TIME

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

##### 2. END OF DAY

Teachers shall be free to leave at their discretion at the time specified in subsection 3, except on the early dismissal days that precede holidays when teachers shall be permitted to leave ten (10) minutes after classes end.

##### 3. REGULAR DAY SCHEDULE (Effective September 1, 2004)

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

A maximum of twelve (12) common planning periods per month may be held during a two (2) block schedule by a principal or his/her designee in the secondary schools during preparation and service periods. Preparation periods may be used by a principal or his/her designee to hold common planning periods. A maximum of eight (8) preparation periods per month plus four (4) service periods per month may be used to hold said twelve (12) common planning periods per month. During a three (3) block schedule a maximum of six (6) preparation periods may be used by a principal or his/her designee per month. Service periods do not apply under a three block schedule.

##### SECONDARY DAY

Teachers arrive	8:10 AM
Teachers report to assigned stations	8:15
Homeroom or period 1 begins	8:20
Lunch period equal to that of students	2:40 PM
Classes end	2:50
Teachers depart	

#### 4. SPECIAL ADJUSTMENTS TO SCHEDULES

Because of special adjustments necessary in the schedule planning of specific junior and senior high schools, variations in the schedule stated under caption D-2 of this Article and Section shall be permissible. In such cases, as early prior to the close of school, but no later than June 1, such variations in schedule shall be negotiated between the Newark Public Schools and the Union. Prior thereto, the principal of the specific school and the Union representative for that school shall meet and prepare a schedule to submit to the Union and the State District Superintendent or his/her designee. If after five (5) school days following the delivery of said schedule, neither the Union nor the State District Superintendent has indicated disapproval, said schedule shall be considered to have been agreed upon by both parties. In the event of a disagreement by either party or both, the Union and the State District Superintendent shall conduct further negotiations.

In cases of such special adjustments, the total number of working hours for a teacher shall in no case exceed those of the schedule contained in caption D-2 of this Article and Section. The hours of the teacher's school day shall be consecutive in all cases. If a teacher in any school with a special schedule reports after the initial Homeroom period or period 1 (as the case may be), the teacher need sign in only five minutes before reporting to his first assignment.

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

#### 5. BLOCK SCHEDULING (Effective September 1, 2004)

Secondary teachers assigned to block schedules will be assigned two (2) teaching blocks in the fall semester and three (3) teaching blocks in the spring semester or vice-versa.

Service or duty assignments shall be staggered so that teachers have two (2) assignments in the semester with two (2) teaching blocks and zero (0) assignments in semesters with three (3) teaching blocks. Teachers shall not be scheduled to teach more than two (2) consecutive blocks. Teachers may volunteer to teach three (3) consecutive blocks.

#### E. PER-DIEM SUBSTITUTE DAILY SCHEDULE

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

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

#### F. ABSENTEEISM AND TARDINESS

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

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

##### 2. LATE ARRIVAL TO SCHOOL

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

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

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

#### 4. EXCEPTIONS:

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



## SECTION 4 CLASS ASSIGNMENTS AND OPEN HOUSE

### A. CLASS ASSIGNMENTS

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

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

#### 2. ROOM ASSIGNMENTS

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

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

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

#### 4. EXCUSED FROM SPECIFIC DUTIES

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

#### 5. CONSECUTIVE ASSIGNMENTS LIMITED TO THREE

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

## 6. TEACHING CLASS ASSIGNMENTS A. SECONDARY / JR HIGH TEACHING CLASSES PER DAY

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

### B. CLASS COVERAGE COMPENSATION

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

#### 7. POSTING OF SCHEDULES

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

#### 8. PREPARATION PERIODS DEFINED

Preparation periods shall not be considered free periods. Preparation periods shall be devoted to the preparation of teaching materials; conferencing with parents, students, the principal or his/her designee, and/or other staff members.

### B. OPEN HOUSE: EVENING SCHOOL MEETINGS

As part of their professional services, all teachers shall be required to attend Back-to-School Night and Parent Conferences which shall be scheduled at the beginning of the school.

All teaching staff members shall be required to remain in school following the conclusion of the student day for the purpose of conducting parent conferences two (2) times per school year. The parent conference days shall be scheduled on minimum length student days, one (1) conference day will be scheduled in the fall semester and one (1) day in the spring semester.

The parent conference time shall begin fifteen (15) minutes after the students depart and shall end not later than seven PM. Food service shall be available for the teaching staff members in the school.

The parent conferences shall be scheduled through collaboration among the teacher, the administrator and the parent.

## SECTION 5 SENIORITY

### A. DEFINITION

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

### B. STANDARDS FOR DETERMINING SENIORITY

Standards for determining seniority NJAC 6:3-5.1 Seniority, pursuant to N.J.S.A. 18A:29-9 et seq., shall be determined according to the number of academic or calendar years of employment, or fraction thereof, as the case may be, in the school district in specific categories as hereinafter provided. The periods of unpaid absences not exceeding 30 calendar days aggregate in one academic or calendar year, leaves of absence at full or partial pay and unpaid absences granted for study or research shall be credited toward seniority. All other unpaid absences or leaves of absence shall not receive seniority credit.

### C. LENGTH OF SERVICE

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

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

## SECTION 6 ASSIGNMENT AND TRANSFER

### A. VOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL

#### 1. JUNE 1ST VACANCIES LISTED

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

#### 2. APPLICATIONS FOR TRANSFER

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

#### 3. REASON FOR NOT TRANSFERRING

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

### B. REASSIGNMENTS WITHIN A SCHOOL

#### 1. NOTIFICATION TO PRINCIPAL

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

### C. INVOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL

#### 1. TRANSFERS

When an involuntary transfer or reassignment is being recommended, the principal shall meet with the teacher involved, no later than June 15, whenever possible, to notify the teacher of the reason for the recommended transfer or reassignment. If requested, the reason for the recommended transfer or reassignment shall be given to the teacher, in writing, by the principal within five (5) school days of the meeting.

#### 2. WRITTEN REASON

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

## SECTION 7 NECESSARY DUTIES

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

### A. ELEMENTARY/MIDDLE SCHOOL TEACHERS

#### 1. MEETING STUDENTS

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

#### 2. PLAYGROUND DUTY

Up to three (3) teachers per school day may be assigned (volunteers are preferred) to supervise the playground prior to the start of the school day. Playground duty shall begin at 8:05 AM. Teachers assigned to AM playground duty may depart at the student departure time on the day(s) the teacher is assigned to the AM playground duty. Teachers shall be assigned to playground duty based on district-wide seniority whenever there are insufficient volunteers.

#### 3. VOLUNTEERING

### A. FOR CAFETERIA / PLAYGROUND DUTY

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

### B. POSTING NOTICES AND ASSIGNMENTS

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

### D. SECONDARY SCHOOL TEACHERS

#### 1. MONITORING TEACHERS DURING CLASSES

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

#### 2. CAFETERIA DUTY

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

#### C. SERVICE PERIODS

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

#### D. DUTY FREE LUNCH PERIOD

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

## SECTION 8 TEACHER PERFORMANCE EVALUATION AND PERSONNEL FILES

### A. SIGNED NOTICE OF EVALUATION

Members of the supervisory and administrative staff, authorized and competent to make such evaluations, shall regularly evaluate teachers' performance. When such evaluations involve visitation, it shall be done openly and with the knowledge of the employee being observed. The individual who makes the evaluation shall sign every written evaluation of the performance of any employee.

## B. EVALUATION

Teachers shall be rated Distinguished, Proficient, Basic 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. OBSERVATIONS/EVALUATION CONFERENCES

Observation/evaluation conferences shall be held within ten (10) calendar days of the classroom visit. The ten (10) days may be extended by the number of days that either party is absent.

## D. ELECTRONIC MONITORING OR RECORDING PROHIBITED

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

## E. OPPORTUNITY TO READ

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

## F. COPY OF EVALUATION TO TEACHER

Teachers shall be given a carbon copy of each evaluation.

## G. RIGHT TO INSPECT FILE

Any employee represented by the Union shall have the right to inspect all items in their personnel file. They shall also have the right to include in their file any information or material which he/she considers germane. Documents of anonymous origin shall not be placed in the employee's personnel file and shall not be used against the employee.

## H. CONFIDENTIAL FILES

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

## I. REVISION OF FORMS

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

## J. 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 9. TEACHER FACILITIES

Each school shall have the following facilities:

### A. CLASSROOM STORAGE SPACE

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

### B. TEACHER WORKROOM

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

### C. FACULTY LOUNGE WITH TELEPHONE

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

### D. TEACHER RESTROOM

Well-lighted and clean teacher rest rooms.

#### E. COMMUNICATION SYSTEM

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

#### F. SECURITY GUARD

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

#### G. EXCLUDING INTRUDERS FROM SCHOOL GROUNDS

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

#### H. UNFIT CLASSROOM CONDITIONS

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

She/he shall determine whether said conditions are, in fact, tolerable or intolerable.

If the situation can be corrected by staff under the principal's immediate supervision, he/she shall arrange to have it done so at once.

If the condition cannot be corrected by the Principal's immediate staff and the principal further determines that the conditions are so intolerable as to constitute an emergency, then the principal shall shift the class to a more suitable temporary location in that building.

The appropriate Assistant State District Superintendent and the office of the Assistant State District Superintendent in charge of Physical Facilities shall be notified immediately.

#### I. CHILD STUDY TEAM FACILITIES

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

#### SECTION 10 FACULTY MEETINGS

All meetings of school faculties and departments shall be conducted after regular hours, so as not to impinge upon instructional time of students. The principal in the secondary and elementary schools shall schedule no more than one (1) school wide faculty meeting each month. No more than one (1) departmental 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 11 PUPIL GRADES

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

#### SECTION 12 TEACHER'S GRADE BOOK

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

#### SECTION 13 ADMINISTRATIVE SUMMONS

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

#### SECTION 14 CLASS INTERRUPTIONS

The Newark Public Schools and the Union agree that in the best interest of the learning process, classroom interruptions are to be kept at a minimum. Announcements shall be made only at specified times during the school day which do not interfere with instructional activities, or in case of emergency when other alternatives are impractical.

#### SECTION 15 SOLICITATION OF FUNDS

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

## SECTION 16 SUPPLIES AND INSTRUCTIONAL MATERIALS

### A. TEXTS AND MATERIALS

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

### B. DISCRETIONARY FUND

The Newark Public Schools and the Union agree to continue the teachers' discretionary fund. Ninety dollars (\$90) per teacher shall be made available by the school district in each school year (Effective September 1, 2007). If as of April 1st of each school year there shall remain any unexpended amount in this discretionary fund, the unexpended amounts shall be redistributed according to the guidelines developed by the Office of the State District Superintendent and then be implemented in each school by the Principal in cooperation with the Union building committee.

## SECTION 17 PROFESSIONAL IMPROVEMENT FUND

The amount each school year set aside by the Newark Public Schools for the Professional Improvement Fund shall be seventy-five thousand dollars (\$75,000.00) for the duration of this agreement (Effective September 1, 2007). All monies not utilized each year shall be cumulative in the fund.

## SECTION 18 VERIFICATION OF EMPLOYMENT

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

## SECTION 19 PLACEMENT IN POSITIONS

Individuals shall not be placed in any position (permanent or acting) until such time as the position has been properly posted and all unit employees have had the opportunity to apply for such positions. In the event of an emergency, determined by the State District Superintendent, the above procedures may be waived and the State District Superintendent may appoint an individual in an acting capacity.

## ARTICLE VI - TEACHER PROTECTION

### SECTION 1 NEGLIGENCE

#### A. COST OF DEFENSE

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching or other assignment to professional field experience, 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 said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

#### B. REPORTING OF PERSONAL OR PROPERTY DAMAGE

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

## SECTION 2 ASSAULT AND PERSONAL INJURY

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.



**SECTION 3 COMPENSATION**

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

**A. SALARY AND SICK DAY PROTECTION**

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

**B. AWARD RESTRICTION**

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

**ARTICLE VII - SUMMER SCHOOL AND SUMMER RECREATION PROGRAMS**

**A. QUALIFICATIONS**

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

**B. POSTING**

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

When any summer programs are expanded or new programs are initiated after the above dates, notice of such vacancies shall be posted within one week of the Newark Public Schools' decision.

**C. SELECTION**

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

**D. SUMMER PAY RATES PER HOUR**

Summer Pay Rate	July 1, 2008
Teachers	\$37.00
Coordinators	\$38.00
Child Study Team	\$38.00
School Clerk	\$24.00

The summer pay rates apply to the in-school after school program.

ARTICLE VIII SCHOOL CLERKS SALARY

SECTION 1 - SCHOOL CLERKS SALARY GUIDE

Effective July 1st in each appropriate year

A. TEN (10) MONTHS SALARY GUIDE

SCHOOL CLERK  
SCHOOL CLERK TYPIST

TEN MONTH SCHOOL CLERK & CLERK TYPIST			
2008-2009		2009-2010	
STEP		STEP	
1	34,000	1	35,000
2	34,800	2	35,282
3	35,200	3	35,492
4	35,915	4	36,433
5	37,800	5	38,352
6	39,813	6	40,609
7	42,189	7	43,687
1st Long	2,025	1st Long	2,025
Long 15	44,194	Long 15	45,712
2nd Long	3,775	2nd Long	3,775
Long 20	45,944	Long 20	47,462
3rd Long	3,775	3rd Long	3,775
Long 25	49,719	Long 25	51,237
4th Long	1,400	4th Long	1,400
Long 30	51,119	Long 30	52,637

TEN (10) MONTHS SALARY GUIDE

SENIOR SCHOOL CLERK TYPIST  
SENIOR SCHOOL CLERK TYPIST BILINGUAL

10 MONTH SENIOR SCHOOL CLERK & SENIOR SCHOOL CLERK BILINGUAL			
2008-2009		2009-2010	
STEP		STEP	
1	34,615	1	35,480
2	36,615	2	36,480
3	38,615	3	37,480
4	37,615	4	39,480
5	38,615	5	40,480
6	40,585	6	41,480
7	42,480	7	44,017
1st Long	2,025	1st Long	2,025
Long 15	44,512	Long 15	46,042
2nd Long	3,775	2nd Long	3,775
Long 20	46,287	Long 20	47,782
3rd Long	3,775	3rd Long	3,775
Long 25	50,037	Long 25	51,587
4th Long	1,400	4th Long	1,400
Long 30	51,437	Long 30	52,987



TEN (10) MONTHS SALARY GUIDE  
SUPERVISING SCHOOL CLERK

TEN MONTH SUPERVISING SCHOOL CLERK				
2008-2009		2009-2010		
STEP		STEP		
1	37,139	1		37,892
2	37,939	2		38,698
3	38,799	3		39,555
4	39,699	4		40,463
5	40,688	5		41,503
6	41,703	6		42,537
7	42,853	7		44,396
1st Long	2,025	1st Long		2,025
Long 15	44,979	Long 15		46,421
2nd Long	3,775	2nd Long		3,775
Long 20	46,628	Long 20		48,171
3rd Long	3,775	3rd Long		3,775
Long 25	50,403	Long 25		51,946
4th Long	1,400	4th Long		1,400
Long 30	51,803	Long 30		53,346

40

B. TWELVE (12) MONTHS SCHOOL CLERKS SALARY GUIDE  
SCHOOL CLERK  
SCHOOL CLERK TYPIST

TWELVE MONTH SCHOOL CLERK				
2008-2009		2009-2010		
STEP		STEP		
1	37,500	1		38,250
2	38,000	2		38,760
3	38,935	3		39,714
4	39,895	4		40,693
5	41,304	5		41,304
6	43,438	6		43,438
7	47,162	7		48,850
1st Long	2,025	1st Long		2,025
Long 15	49,187	Long 15		50,886
2nd Long	3,775	2nd Long		3,775
Long 20	50,937	Long 20		52,636
3rd Long	3,775	3rd Long		3,775
Long 25	54,712	Long 25		56,410
4th Long	1,400	4th Long		1,400
Long 30	56,112	Long 30		57,810

41

### C. ORGANIZATION DAY

School Clerks may be required to report to their respective schools up to five (5) workdays in advance of the date teachers report for Organization Day.

School Clerks shall be compensated for these days on the basis of 1/200th of their annual salary for each day worked, which payments shall be included in the first regular paycheck in September.

### SECTION 2 SICK AND PERSONAL DAYS

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

### SECTION 3 JOB DESCRIPTION

#### A. NJ DEPT. OF PERSONNEL

The job description for School Clerks shall be the New Jersey Department of Personnel (NJDOPE) job description for School Clerks to which there shall be added the following: handles and prepares for deposit money collected from pupils and teachers on school premises; secures by telephone, during their working hours, substitutes approved by the Department of Personnel for absent teachers.

#### B. NO DICTATION

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

### SECTION 4 OVERTIME

School Clerks working overtime shall, at the discretion of the State District Superintendent, be remunerated at a rate of one and one-half (1½) times the hourly rate or one and one-half (1½) times the time worked.

### SECTION 5 WORK DAY

#### A. DEFINITION

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

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

#### C. WORK BREAK

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

#### D. MONITOR OR SUPERVISE STUDENTS

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

### SECTION 6 - LONGEVITY

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

### SECTION 7 TIME REPORTS

#### A. SPECIAL TELEPHONE CONNECTIONS

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

### SECTION 8 CAREER LADDER PROGRAM

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

## ARTICLE IX - CULTURAL PLURALISM

### A. COMMEMORATIVE DATES

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

#### B. BILINGUAL AND MULTI-LINGUAL TEACHERS

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

### ARTICLE X - LEAVES / RETIREMENT

#### SECTION 1 SICK AND PERSONAL LEAVES

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

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

##### B. ADDITIONAL SICK DAYS FOR TEACHERS WITH 25 YEARS EXPERIENCE

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

##### C. UNUSED SICK DAYS

Unused sick leave shall be accumulated without limit.

##### D. EXHAUSTED SICK DAYS

In the event that a teacher's accumulated sick leave has been exhausted and the teacher certifies to the Newark Public Schools that he/she is unable to teach due to an extended illness, then the Newark Public Schools may, consistent with its present practice, grant additional sick leave to such teacher with pay.

##### E. MEDICAL CERTIFICATE

A medical certificate is required when a bargaining unit member's absence exceeds five (5) consecutive working days due to illness. It should be mailed directly to Health Education & Services, The Newark Public Schools, 2 Cedar Street, Newark, New Jersey 07102. Mark the envelope CONFIDENTIAL. FORMS CLERK. Do not submit this form to your school or department.

##### F. NUMBER OF PERSONAL DAYS GRANTED

Teachers will be granted three (3) days leave annually for personal reasons without explanation. The State District Superintendent at his/her discretion may grant additional personal leave days if the reason warrants it. Unused personal days granted in accordance with this section will be accumulated as sick leave days. Personal days shall be pro-rated based on the number of months the teacher is on the payroll. Employees hired on or before October 15 will be granted three (3) personal days, employees hired between October 16 and March 15 will be granted two (2) personal days, employees hired on or after March 16 will be granted one (1) personal day.

Personal days may only be used as full school days.

##### G. SEXUAL EQUALITY OF LEAVE PRIVILEGES

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

##### H. PICKING UP PAY CHECKS WHEN ABSENT

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

##### I. PRO-RATED SICK DAYS WHEN RETURNING FROM LEAVE OF ABSENCE

Employees hired or returning from leaves of absences on or after (October 15) shall receive sick leave on a pro-rated monthly basis predicated upon fifteen days per school year. The above shall also apply to regular teachers in the Newark Evening High School who shall be pro-rated based on twelve days per year.

##### J. CONVERSION OF SICK & PERSONAL DAYS NOT EXCEEDING 6 DAYS - EFFECTIVE JULY 1, 1985

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

## SECTION 2 MATERNITY LEAVE

### A. LENGTH OF MATERNITY LEAVE

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

### B. RETURN TO SERVICE

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

### C. EXTENDED MATERNITY LEAVE

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

### D. SENIORITY AND SALARY

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

### E. SENIORITY RIGHTS DURING MATERNITY LEAVE

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

## SECTION 3 MILITARY LEAVE

### A. INDUCTED TEACHER

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

### B. ELIGIBILITY FOR MILITARY LEAVE

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

## C. SALARY SCHEDULE PLACEMENT

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

## D. REINSTATEMENT AND SENIORITY

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

## SECTION 4 EXISTING LEAVE POLICY

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

### A. DEATH IN IMMEDIATE FAMILY/HOUSEHOLD

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

### B. COURT SUBPOENA

Absence on account of court subpoena

### C. QUARANTINE

Quarantine

### D. EXCUSED ATTENDANCE AT CONFERENCE

Attendance at conferences when excused by the State District Superintendent.

### E. MARRIAGE

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

## SECTION 5 MAINTENANCE OF RIGHTS AND BENEFITS

### A. FULL BENEFITS DURING LEAVE

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

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

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

**SECTION 6 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.

**SECTION 7 RETIREMENT (Effective July 1, 2004)**

**A. 90 DAYS NOTICE**

Effective July 1, 2000, teachers who retire must give the Newark Public Schools at least ninety (90) days advance notice for retirements that occur on dates other than July 1st of each year. When a resignation or retirement has been approved by the Superintendent, the resignation or retirement may not be rescinded except for extraordinary circumstances as determined by the Superintendent.

**B. CONVERSION OF SICK DAYS FOR MID-YEAR RETIREMENTS**

Employees who retire mid-year and give the ninety (90) days notice set forth above (A. 90 DAYS NOTICE) will be compensated for accumulated sick leave as follows:

**1. FIRST 90 DAYS**

Teachers -	2009-2010
Secretaries -	\$125
Aides -	\$ 80
	\$ 65

**2. 91 - 150 DAYS**

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

**3. 151 - 250 DAYS**

For a total number of sick days between one hundred fifty-one (151) to two hundred fifty (250) days, one day's pay for each five (5) accumulated days said days compensable at the rate of one hundred fifteen dollars (\$115) each.

**4. OVER 250 DAYS**

For all accumulated sick days in excess of two hundred fifty (250) days, one day's pay for each five (5) accumulated days, said days pay to be compensable at the rate of ninety dollars (\$90) per day.

**5. REQUIREMENT**

All converted sick leave shall be deducted from the total number subject to be converted (a) at the end of the school year, or (b) upon retirement.

**6. EXCEPTIONS TO THE 90 DAYS NOTICE**

Exceptions to the ninety (90) days notice requirement for eligibility to convert accumulated sick leave may be granted by the Superintendent for reasons of personal illness of either the employee or a member of the employee's immediate family.

**C. CONVERSION OF SICK DAYS FOR JULY 1ST RETIREMENTS**

**1. FIRST 90 DAYS**

Teachers -	2009-2010
Secretaries -	\$135
Aides -	\$ 90
	\$ 70

**2. 91 - 150 DAYS**

For the next sixty (60) days accumulated, one day's pay for each three point five (3.5) days accumulated, said days pay compensable at the 1/200th daily rate of pay for said employees, then existing.

**3. 151 - 250 DAYS**

For a total number of sick days between one hundred fifty-one (151) and two hundred fifty (250) days, one day's pay for each five (5) accumulated days said days compensable at the rate of one hundred twenty five dollars (\$125) each.

**4. OVER 250 DAYS**

For all accumulated sick days in excess of two hundred fifty days (250), one day's pay for each five (5) accumulated days, said days pay to be compensable at the rate of one hundred fifteen dollars (\$115) per day.

5. REQUIREMENT  
All converted sick leave shall be deducted from the total number subject to be converted (a) at the end of the school year, or (b) upon retirement.

#### SECTION 8 - FAMILY LEAVE ACT /

##### FAMILY & MEDICAL LEAVE ACT

A. FULFILLING REQUIREMENTS FOR FLA OR FMLA  
Employees taking leave pursuant to either the New Jersey Family Leave Act (FLA) or the Federal Family and Medical Leave Act (FMLA) will be required to fulfill all the requirements of the Act selected, including when appropriate, the inclusion of sick leave, personal leave, vacation days, etc. in the leave.

##### B. PERMITTED PURPOSES FOR LEAVE

FLA-Serious health condition of spouse, child, parent including parent-in-law, or the birth or placement for adoption of a child.

FMLA-Serious health conditions of spouse, child or parent, or the employee's own serious health condition, or the birth or placement for adoption or foster care of a child.

##### C. SENIORITY

Time spent on unpaid Family Leave pursuant to this Section will be considered as time worked for purposes of determining seniority.

##### D. ATTENDANCE IMPROVEMENT PLAN

Absence for approved FLA or FMLA leaves will not be included in the Attendance Improvement Program.

#### ARTICLE XI - PROMOTIONS - NOTICE OF VACANCIES

##### A. PROMOTIONAL POSITIONS

###### 1. LISTED PROMOTIONAL POSITIONS

Promotional positions are defined as follows: positions which pay a special salary differential, which involves in part or in full the performance of supervisory or administrative duties and which include the positions of State District Superintendent, Assistant State District Superintendent (Deputy), Assistant State District Superintendent, associate to the Assistant Executive, director, supervisor, principal, vice principal, coordinator attached to the central office staff, department chairperson, head guidance counselor, and supervisory assistant.

###### 2. NOTICE OF VACANCY

The notice of any vacancy shall clearly state all qualifications, requirements, duties and any other pertinent information respecting the vacancy. It shall also include the salary to be paid in such a position. Each such notice shall be sent directly to each school's Building Rep and posted on the bulletin board set aside for the use of the Union.

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

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

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

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

#### ARTICLE XII - SUPPLEMENTAL FRINGE BENEFITS

##### SECTION A MAINTENANCE OF BENEFITS

Benefits under this article shall be made available for all employees in the bargaining unit. The level of such benefits shall be established by the Trustees of the Supplemental Fringe Benefits Fund in accordance with Agreement and



Declaration of Trust establish that Fund including all amendments to that Trust Agreement. The Newark Public Schools agrees to budget and appropriate funds sufficient to cover the actual cost of benefits only, such benefits to be provided for Fund beneficiaries. The cost of benefits to be paid shall only include unit members identified as Newark Public Schools employees in Branch 1 of the Fund's schedule of payments, which schedule was in place as of August 14, 1984. The Newark Public Schools and Union agree that each shall appoint and maintain a full complement of trustees during the life of this agreement and in the event that a trustee vacancy shall occur, the appointing party shall fill said vacancy within forty-five (45) days of the date when the vacancy shall first occur.

#### SECTION B REVIEW OF BENEFITS PROVIDER

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

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

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

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

#### ARTICLE XIII - EXTRA CURRICULAR ACTIVITIES & SUPPLEMENTARY COMPENSATION

##### A. GENERAL PROVISIONS

###### 1. ELIGIBILITY

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

###### 2. SELECTION

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

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

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

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

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

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

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

###### 6. PRIORITY CONSIDERATION

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

## B. CLUBS AND ACTIVITIES SELECTION

### 1. APPLICATIONS

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

### 2. ELIGIBILITY

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

### 3. PRINCIPAL APPOINTMENTS

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

### 4. REASON FOR NON-SELECTION

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

### 5. APPOINTMENT PROTECTION

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

### 6. PREFERENCE FOR POSITION

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

### 7. ROTATION OF APPOINTMENTS

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

## C. EXTRA-CURRICULAR COMPENSATION PAY DATES/INSTALLMENTS

### 1. PAY DATES AND INSTALLMENTS

Sigepend payments shall be made in two (2) equal installments.

The first installment for full year activities shall be issued with the tenth (10th) paycheck of the year. The second installment for full year activities shall be issued at the conclusion of the school year.

Separate checks will be issued for the stipends listed in Article XIII, Section C.



## 2. EXTRA-CURRICULAR COMPENSATION SALARY GUIDE

[illegible]

	1908-1909.
Captain	3083.
First	10,300.
Second	10,000.
Third	10,000.
Fourth	10,000.
Fifth	10,000.
Sixth	10,000.
Seventh	10,000.
Eighth	10,000.
Ninth	10,000.
Tenth	10,000.
Eleventh	10,000.
Twelfth	10,000.
Thirteenth	10,000.
Fourteenth	10,000.
Fifteenth	10,000.
Sixteenth	10,000.
Seventeenth	10,000.
Eighteenth	10,000.
Nineteenth	10,000.
Twentieth	10,000.
Twenty-first	10,000.
Twenty-second	10,000.
Twenty-third	10,000.
Twenty-fourth	10,000.
Twenty-fifth	10,000.
Twenty-sixth	10,000.
Twenty-seventh	10,000.
Twenty-eighth	10,000.
Twenty-ninth	10,000.
Thirtieth	10,000.
Thirty-first	10,000.
Thirty-second	10,000.
Thirty-third	10,000.
Thirty-fourth	10,000.
Thirty-fifth	10,000.
Thirty-sixth	10,000.
Thirty-seventh	10,000.
Thirty-eighth	10,000.
Thirty-ninth	10,000.
Fortieth	10,000.
Forty-first	10,000.
Forty-second	10,000.
Forty-third	10,000.
Forty-fourth	10,000.
Forty-fifth	10,000.
Forty-sixth	10,000.
Forty-seventh	10,000.
Forty-eighth	10,000.
Forty-ninth	10,000.
Fiftieth	10,000.
Fifty-first	10,000.
Fifty-second	10,000.
Fifty-third	10,000.
Fifty-fourth	10,000.
Fifty-fifth	10,000.
Fifty-sixth	10,000.
Fifty-seventh	10,000.
Fifty-eighth	10,000.
Fifty-ninth	10,000.
Sixtieth	10,000.
Sixty-first	10,000.
Sixty-second	10,000.
Sixty-third	10,000.
Sixty-fourth	10,000.
Sixty-fifth	10,000.
Sixty-sixth	10,000.
Sixty-seventh	10,000.
Sixty-eighth	10,000.
Sixty-ninth	10,000.
Seventieth	10,000.
Seventy-first	10,000.
Seventy-second	10,000.
Seventy-third	10,000.
Seventy-fourth	10,000.
Seventy-fifth	10,000.
Seventy-sixth	10,000.
Seventy-seventh	10,000.
Seventy-eighth	10,000.
Seventy-ninth	10,000.
Eightieth	10,000.
Eighty-first	10,000.
Eighty-second	10,000.
Eighty-third	10,000.
Eighty-fourth	10,000.
Eighty-fifth	10,000.
Eighty-sixth	10,000.
Eighty-seventh	10,000.
Eighty-eighth	10,000.
Eighty-ninth	10,000.
Ninetieth	10,000.
Ninety-first	10,000.
Ninety-second	10,000.
Ninety-third	10,000.
Ninety-fourth	10,000.
Ninety-fifth	10,000.
Ninety-sixth	10,000.
Ninety-seventh	10,000.
Ninety-eighth	10,000.
Ninety-ninth	10,000.
Hundredth	10,000.

# ARTICLE XIV TEACHER SALARY

## SECTION I TEACHER SALARY GUIDE

Effective July 1st, in each appropriate year:

### A. SCHEDULE FOR BA LEVEL (Bachelor Degree)

TEACHER BA LEVEL			
2008-2009		2009-2010	
STEP		STEP	
1	49,500	1	50,000
2	49,750	2	50,213
3	49,250	3	50,728
4	49,750	4	51,243
5	51,450	5	52,222
6	51,700	6	53,510
7	51,950	7	53,768
8	52,500	8	54,127
9	53,673	9	54,970
10	55,236	10	56,617
11	57,550	11	58,989
12	60,200	12	66,700
13	74,926	13	74,926
14	84,200	14	87,216
1st Long	2,025	1st Long	2,026
Long 15	86,225	Long 15	89,241
2nd Long	3,775	2nd Long	3,775
Long 20	87,975	Long 20	90,991
3rd Long	3,775	3rd Long	3,775
Long 25	81,750	Long 25	94,786
4th Long	1,400	4th Long	1,400
Long 30	83,150	Long 30	86,105

## TEACHER SALARY GUIDE

### B. SCHEDULE FOR MA LEVEL (Bachelor Degree plus 30 Graduate Credits)

LEACHER PHD LEVEL			
2008-2009		2009-2010	
STEP		STEP	
1	52,000	1	53,000
2	53,000	2	54,727
3	54,000	3	55,755
4	55,000	4	56,783
5	56,250	5	57,287
6	57,700	6	57,650
7	58,050	7	58,012
8	58,500	8	58,473
9	58,500	9	59,070
10	58,250	10	61,028
11	62,000	11	63,240
12	70,500	12	70,500
13	80,725	13	80,725
14	90,950	14	84,208
1st Long	2,025	1st Long	2,025
Long 15	92,975	Long 15	88,224
2nd Long	3,775	2nd Long	3,775
Long 20	94,725	Long 20	87,884
3rd Long	3,775	3rd Long	3,775
Long 25	88,500	Long 25	101,739
4th Long	1,400	4th Long	1,400
Long 30	90,900	Long 30	103,155

**TEACHER SALARY GUIDE**  
**C. SCHEDULE FOR PHD LEVEL**  
(Masters' Degree plus 30 Graduate Credits or  
Bachelor Degree plus 60 Graduate Credits)

TEACHER PHD LEVEL		2008-2009		2009-2010	
STEP		STEP			
1	52,000	1		53,000	
2	53,000	2		54,125	
3	54,000	3		55,250	
4	55,000	4		56,375	
5	56,000	5		57,500	
6	57,000	6		58,625	
7	58,000	7		59,750	
8	59,000	8		60,875	
9	60,000	9		62,000	
10	61,000	10		63,125	
11	62,000	11		64,250	
12	63,000	12		65,375	
13	64,000	13		66,500	
14	65,000	14		67,625	
1st Long	2,025	1st Long		2,025	
Long 15	67,025	Long 15		69,650	
2nd Long	3,775	2nd Long		3,775	
Long 20	71,425	Long 20		73,425	
3rd Long	3,775	3rd Long		3,775	
Long 25	75,200	Long 25		78,975	
4th Long	1,400	4th Long		1,400	
Long 30	76,600	Long 30		80,375	

**D. LONGEVITY**  
Longevity increments shall be paid starting in the 15th, in the 20th, in the 25th and in the 30th 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.

NOTE: 15th year longevity (15th through 19th years) is non-cumulative; 20th, 25th and 30th are cumulative. The longevity amounts are shown on each salary guide.

**E. PRIOR CREDIT**

1. Effective July 1, 2004, the NPS shall have the right, at its sole discretion, to grant a hiring bonus of \$3,000 for a first year teacher with no prior teaching experience and a bonus of \$4,000 to a teacher with three or more years of experience in critical certification areas. The Superintendent shall have the right, at her/his sole discretion, to grant advanced standing on the salary guide.

The critical certification areas, for first year teachers as well as experienced teachers, are subject to change on an annual basis after consultation with the NTU.

This provision is not grievable.

2. Credit on the salary schedule for prior service will be given in all teachers for years of accredited teaching experience, on a year-for-year basis, up to the maximum step on the salary guide. In crediting previous teaching experience for salary purposes, completion of the full academic year is required for recognition.

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.

3. In crediting military service for salary purposes, completion of the full calendar year is required for recognition. Up to four years credit on the salary guide will be granted for military service.

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

#### F. PRIOR CREDIT - SPECIAL NEEDS AREAS

Credit on the salary schedule will be given to all teachers for related work experience on a year-for-year basis, up to the maximum step on the salary guide.

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

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

#### G. EQUIVALENCY CREDITS

The Newark Public Schools and the Union agree to provide a means whereby appropriate bargaining unit members shall attain advancement on a salary schedule by participation in and completion of courses for credit given by the Union which are beneficial to the schools and indicative of professional growth. Such credits, when properly certificated by the Union, will serve as a supplement to or a substitute for college or university undergraduate or graduate credits, not to exceed 12 units on the salary schedules. The costs of the courses shall be borne by the Union and shall be reasonably comparable in quality and kind to those courses offered by the Newark Public Schools for in-service teaching.

#### H. PREVENTION SPECIALIST

The title of Prevention Specialist entitles them to all rights, benefits and emoluments contained in the collective bargaining agreement, effective February 2, 2004-June 30, 2006 and all successor agreements.

The work year for the Prevention Specialist shall begin the 1st official day of school in September through and up until the last day of school in June.

The work day of the Prevention Specialist shall be defined in the collective bargaining agreement.

The base salary of the Prevention Specialist shall be the same as set forth on the Teachers Compensation Salary Guide.

The Prevention Specialist shall be evaluated by the Principal or Director of Special Programs.

If Grant is not renewed, employee will return to previous position with or without loss of pay, however, without loss of seniority.

If Grant is not renewed, new employees hired for this program may not be offered continuous employment in the district. This a non-tenured position.

**SECTION 2 PSYCHOLOGISTS, SOCIAL WORKERS, LEARNING  
DISABILITY TEACHER CONSULTANTS, &  
OCCUPATIONAL THERAPIST,**

Effective July 1st in each appropriate year

CHILD STUDY TEAM			
2008-2009		2009-2010	
STEP		STEP	
1	58,000	1	57,250
2	57,000	2	56,425
3	56,000	3	55,450
4	55,000	4	54,475
5	54,000	5	53,450
6	52,000	6	52,930
7	51,450	7	51,417
8	50,600	8	50,614
9	50,000	9	49,964
10	49,100	10	48,100
11	48,100	11	47,100
12	47,380	12	46,700
1st Long	2,025	1st Long	2,025
Long 15	95,395	Long 15	89,731
2nd Long	3,875	2nd Long	3,875
Long 20	97,235	Long 20	100,581
3rd Long	3,975	3rd Long	3,975
Long 25	101,210	Long 25	104,555
4th Long	1,400	4th Long	1,400
Long 30	102,610	Long 30	105,955

NOTE: Effective February 2004, all members of the Child Study Teams shall be paid on this salary guide. Psychologists, Social Workers and LDT's who are not members of the Child Study Teams shall be paid on the appropriate teacher's salary guide.

64

**SECTION 3 PIANIST SALARY**  
Effective July 1st in each appropriate year  
PIANIST SALARY GUIDE

PIANIST			
2008-2009		2009-2010	
STEP		STEP	
1	39,000	1	39,780
2	39,750	2	40,545
3	40,500	3	41,310
4	41,045	4	41,856
5	41,681	5	42,515
6	43,987	6	45,562
1st Long	2,025	1st Long	2,025
Long 15	46,012	Long 15	47,587
2nd Long	3,775	2nd Long	3,775
Long 20	47,762	Long 20	49,337
3rd Long	3,775	3rd Long	3,775
Long 25	51,537	Long 25	53,112
4th Long	1,400	4th Long	1,400
Long 30	52,937	Long 30	54,512

65

**SECTION 4 COURT REPRESENTATIVES SALARY GUIDE**  
Effective July 1st each appropriate year

**A. SCHEDULE FOR BA LEVEL (Bachelors Degree)**

**COURT REPRESENTATIVES SALARY GUIDE**

COURT REPRESENTATIVES JOB DEVELOPERS BA LEVEL			
2008-2009		2009-2010	
STEP		STEP	
1	52,000	1	53,040
2	53,000	2	54,080
3	54,000	3	55,080
4	54,883	4	55,777
5	55,831	5	56,348
6	56,565	6	57,788
7	58,429	7	59,598
8	60,346	8	61,553
9	62,866	9	63,940
10	67,800	10	68,952
11	80,000	11	81,600
12	94,726	12	96,117
1st Long	2,025	1st Long	2,025
Long 15	96,751	Long 15	100,142
2nd Long	3,775	2nd Long	3,775
Long 20	98,501	Long 20	101,882
3rd Long	3,775	3rd Long	3,775
Long 25	102,276	Long 25	105,857
4th Long	1,400	4th Long	1,400
Long 30	103,676	Long 30	107,057

66

**B. SCHEDULE FOR MA LEVEL (Masters Degree)**  
(Bachelor Degree plus 30 Graduate Credits)

**COURT REPRESENTATIVES SALARY GUIDE**

COURT REPRESENTATIVES JOB DEVELOPERS MA LEVEL			
2008-2009		2009-2010	
STEP		STEP	
1	54,000	1	55,080
2	55,000	2	56,100
3	56,000	3	57,120
4	57,222	4	58,368
5	58,106	5	59,288
6	59,003	6	60,183
7	60,758	7	61,973
8	62,218	8	63,462
9	64,603	9	65,895
10	69,000	10	70,380
11	82,918	11	84,576
12	96,337	12	100,304
1st Long	2,025	1st Long	2,025
Long 15	98,862	Long 15	102,329
2nd Long	3,775	2nd Long	3,775
Long 20	100,612	Long 20	104,079
3rd Long	3,775	3rd Long	3,775
Long 25	104,387	Long 25	107,854
4th Long	1,400	4th Long	1,400
Long 30	105,787	Long 30	109,254

67



C. SCHEDULE FOR PHD LEVEL (Doctorate Degree)  
(Masters' Degree plus 30 Graduate Credits  
or Bachelor Degree plus 60 Graduate Credits)

COURT REPRESENTATIVES SALARY

COURT REPRESENTATIVES/ JOB DEVELOPERS PHD LEVEL			
2008-2009		2009-2010	
STEP		STEP	
1	64,500	1	65,500
2	66,500	2	67,500
3	67,500	3	69,500
4	69,050	4	70,231
5	69,938	5	71,137
6	70,664	6	72,081
7	71,620	7	73,061
8	73,130	8	74,113
9	75,195	9	76,215
10	77,500	10	78,952
11	80,000	11	81,800
12	82,948	12	84,890
1st Long	2,025	1st Long	2,025
Long 15	100,973	Long 15	104,515
2nd Long	3,775	2nd Long	3,775
Long 20	102,723	Long 20	106,265
3rd Long	3,775	3rd Long	3,775
Long 25	106,498	Long 25	110,040
4th Long	1,400	4th Long	1,400
Long 30	107,898	Long 30	111,440

SECTION 5 COORDINATOR SALARY GUIDES  
Effective July 1st each appropriate year

COORDINATOR SALARY GUIDE

A. SCHEDULE FOR BA LEVEL (Bachelors Degree)

COORDINATOR BA LEVEL			
2008-2009		2009-2010	
STEP		STEP	
1	50,750	1	52,250
2	51,000	2	52,463
3	51,500	3	52,978
4	52,000	4	53,493
5	53,700	5	54,472
6	53,950	6	55,750
7	54,200	7	56,018
8	54,800	8	56,377
9	55,879	9	57,230
10	57,488	10	58,852
11	58,600	11	61,238
12	60,450	12	63,450
13	77,775	13	77,775
14	86,450	14	89,466
1st Long	2,025		2,025
Long 15	88,475		81,491
2nd Long	3,775		3,775
Long 20	90,225		83,241
3rd Long	3,775		3,775
Long 25	84,000		97,016
4th Long	1,400		1,400
Long 30	95,400		98,416

# COORDINATOR SALARY GUIDE

## B. SCHEDULE FOR MA LEVEL (Masters Degree) (Bachelor Degree plus 30 Graduate Credits)

COORDINATOR MA LEVEL			
2008-2009		2009-2010	
STEP		STEP	
1	52,250	1	53,250
2	53,000	2	54,573
3	53,500	3	55,038
4	53,750	4	55,533
5	54,500	5	56,068
6	55,250	6	56,840
7	55,750	7	57,623
8	56,750	8	58,385
9	58,500	9	60,906
10	59,250	10	60,818
11	62,250	11	63,430
12	70,010	12	70,010
13	80,048	13	80,048
14	90,085	14	93,232
1st Long	2,025		2,025
Long 15	82,110		95,257
2nd Long	3,775		3,775
Long 20	93,850		97,607
3rd Long	3,775		3,775
Long 25	97,635		100,782
4th Long	1,400		1,400
Long 30	99,035		102,182

# COORDINATOR SALARY GUIDE

## C. SCHEDULE FOR PHD LEVEL (Doctorate Degree) (Masters' Degree plus 30 Graduate Credits or Bachelor Degree plus 60 Graduate Credits)

COORDINATOR PHD LEVEL			
2008-2009		2009-2010	
STEP		STEP	
1	54,250	1	56,250
2	55,250	2	56,973
3	56,250	3	58,005
4	57,250	4	59,036
5	57,500	5	59,537
6	57,950	6	59,900
7	58,300	7	60,262
8	58,750	8	60,728
9	60,750	9	61,920
10	61,500	10	63,278
11	64,250	11	65,490
12	72,750	12	72,760
13	82,975	13	82,975
14	93,200	14	96,499
1st Long	2,025		2,025
Long 15	85,225		98,464
2nd Long	3,775		3,775
Long 20	98,975		100,234
3rd Long	3,775		3,775
Long 25	100,750		104,009
4th Long	1,400		1,400
Long 30	102,150		105,109



SECTION 6. PARENT INVOLVEMENT COMMUNITY SPECIALIST  
SALARY GUIDES  
Effective July 1st each appropriate year

A. SCHEDULE FOR BA LEVEL (Bachelors Degree)

PARENT COMMUNITY INVOLVEMENT SPECIALIST BA LEVEL		2008-2009	2009-2010
STEP		STEP	
1	54,000	1	65,060
2	55,000	2	66,100
3	56,000	3	57,120
4	57,172	4	58,315
5	58,326	5	59,492
6	61,000	6	62,220
7	64,000	7	65,280
8	65,205	8	66,509
9	67,172	9	68,515
10	69,308	10	70,694
11	79,154	11	80,737
12	89,000	12	92,186
1st Long	2,025	1st Long	2,025
Long 15	91,025	Long 15	94,211
2nd Long	3,775	2nd Long	3,775
Long 20	92,775	Long 20	95,961
3rd Long	3,775	3rd Long	3,775
Long 25	96,550	Long 25	99,736
4th Long	1,400	4th Long	1,400
Long 30	97,950	Long 30	101,136

72

PARENT INVOLVEMENT COMMUNITY SPECIALIST SALARY GUIDES  
B. SCHEDULE FOR MA LEVEL (Masters Degree)  
(Bachelor Degree plus 30 Graduate Credits)

PARENT COMMUNITY INVOLVEMENT SPECIALIST MA LEVEL		2008-2009	2009-2010
STEP		STEP	
1	56,000	1	57,120
2	57,000	2	58,160
3	58,000	3	59,180
4	59,717	4	60,911
5	60,600	5	61,812
6	62,000	6	63,240
7	64,000	7	65,280
8	66,500	8	67,830
9	69,310	9	69,676
10	70,379	10	71,787
11	80,680	11	82,304
12	91,000	12	94,288
1st Long	2,025	1st Long	2,025
Long 15	93,025	Long 15	95,283
2nd Long	3,775	2nd Long	3,775
Long 20	94,775	Long 20	98,033
3rd Long	3,776	3rd Long	3,775
Long 25	98,550	Long 25	101,808
4th Long	1,400	4th Long	1,400
Long 30	99,950	Long 30	103,208

73

PARENT INVOLVEMENT COMMUNITY SPECIALIST SALARY GUIDES

C. SCHEDULE FOR PHD LEVEL (Doctorate Degree)  
(Masters' Degree plus 30 Graduate Credits  
or Bachelor Degree plus 60 Graduate Credits)

PARENT COMMUNITY INVOLVEMENT SPECIALIST PHD LEVEL			
2008-2009		2009-2010	
STEP		STEP	
1	\$9,100	1	\$9,160
2	\$9,000	2	\$9,180
3	\$9,000	3	\$9,200
4	\$1,545	4	\$9,276
5	\$2,433	5	\$9,687
6	\$3,363	6	\$4,626
7	\$6,000	7	\$7,320
8	\$9,000	8	\$7,380
9	\$7,836	9	\$7,316
10	\$2,843	10	\$7,300
11	\$2,922	11	\$8,580
12	\$3,000	12	\$8,329
1st Long	\$2,025	1st Long	\$2,025
Long 15	\$6,025	Long 15	\$6,354
2nd Long	\$3,775	2nd Long	\$3,775
Long 20	\$6,775	Long 20	\$10,104
3rd Long	\$3,775	3rd Long	\$3,775
Long 25	\$10,560	Long 25	\$10,879
4th Long	\$1,400	4th Long	\$1,400
Long 30	\$11,960	Long 30	\$105,279

74

SECTION 7 LICENSED PRACTICAL NURSE SALARY GUIDES

LICENSED PRACTICAL NURSE			
2008-2009		2009-2010	
STEP		STEP	
1	\$1,306	1	\$2,163
2	\$3,536	2	\$4,407
3	\$5,736	3	\$6,651
4	\$7,936	4	\$8,895
5	\$9,136	5	\$1,139
6	\$2,136	6	\$3,179
7	\$4,336	7	\$5,292
1st Long	\$2,025	1st Long	\$2,025
Long 15	\$6,361	Long 15	\$6,317
2nd Long	\$3,775	2nd Long	\$3,775
Long 20	\$8,111	Long 20	\$8,067
3rd Long	\$3,775	3rd Long	\$3,775
Long 25	\$1,886	Long 25	\$3,842
4th Long	\$1,400	4th Long	\$1,400
Long 30	\$3,286	Long 30	\$5,242

75

**SECTION 8 CORRECTING PAYROLL ERRORS**  
Payroll errors will be corrected by the next payroll.

**SECTION 9 WRONG STEP**

If an employee claims that he/she has been placed on the wrong step of the salary schedule applicable to her and presents satisfactory evidence to Human Resource Services establishing her/his claim, the salary of the employee shall be adjusted to the proper step and retroactive payment shall be made to the employee for the full time during which the employee should have been on the proper step. Such adjustment shall also be made if such an incorrect placement is discovered by Human Resource Services even if the employee makes no claim.

**SECTION 10 TIME REPORTS**

A time report will be submitted at the close of the first working day listing all employees in the bargaining unit, or those who, if absent, have properly notified the school of their absence and reasons, therefore. This time report will be the basis for the first salary payment in September and only employees listed on this time report will be paid on the first salary payment date as contained in the schedule of paydays immediately below. In the event of any hardship for employees who are placed on the payroll list after the first working day, such an employee may receive his/her salary in accordance with the provisions of this Agreement. Article XVII, Section 3, with respect to "Correcting Payroll Errors" Time Reports will be prepared by the school once each month except that individuals employed after the first working day, after submission of each payroll list, shall be added to the payroll by sending in a supplementary time report as of one week prior to the next scheduled pay day. Subsequent time reports will be submitted on the first payday of each month. A final time report for the academic year will be submitted three (3) days before the last working day of the year listing teacher absences from the first payday in June. The school Principal shall bring to the Newark Public Schools Payroll Division on the last working day a final time report indicating absences for the last three (3) working days.

**SECTION 11 PAYDAYS**

**A. 10 OR 12 MONTH OPTION**

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

Those employees who select a twelve (12) month schedule have two (2) pay options.

Option 1: One (1) check at the end of the school year.

Option 2: Four (4) checks paid throughout the summer. An accrual deduction, regardless of option selected, shall be at a rate of approximately 10% of your bi-weekly gross.

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

C. All employees are entitled to be paid on the appropriate payday.

D. Employees hired between September 1 and September 15 will receive their first pay check of the year when all other teachers receive their second pay check. The pay check will include payment for all days worked up to the date the pay check is issued.

For actual pay dates, refer to the Newark Teachers Union Pocket Calendar for the school year 2009-2010.

**SECTION 12 MAILED CHECKS**

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

**SECTION 13 EXPENSES FOR ATTENDANCE COUNSELORS,**

**SPECIAL INVESTIGATORS, COURT REPRESENTATIVES AND HOME INSTRUCTORS**

The employees in the titles - attendance counselors, special investigators, court representatives and home instructors will receive seventy dollars (\$70) per month. (Effective September 1, 2007).

The recipient must travel a minimum of one half plus one of the work days per month to be eligible for the payment.

**SECTION 14 COMPENSATION FOR GUIDANCE COUNSELORS**  
Guidance counselors shall be compensated on a pro-rata basis for additional time worked beyond the regular school day and the school year when authorized.

**SECTION 15 RECREATION DIRECTORS**  
When and if a recreational program is instituted, salaries for positions in that program covered by N.T.U. recognition clause, will be negotiated at that time.

**SECTION 16 PAYROLL CHECK PICKUP FOR ITINERANTS**  
An itinerant teacher or librarian shall be given the option of selecting one of the schools in which he/she works as the site at which he/she shall receive his/her regular payroll check. Such a selection shall be made at the beginning of the school year and remain in effect for that year unless a change in assignment justifies a change in site.

**SECTION 17 TRANSPORTATION REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILES AND PUBLIC TRANSPORTATION IN THE PERFORMANCE OF OFFICIAL WORK**

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

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

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

**D. PUBLIC TRANSPORTATION OR IRS MILEAGE ALLOWANCE**  
Reimbursement shall be either the cost of public transportation if used, or the IRS mileage allowance if a private automobile is used.

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

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

**SECTION 18 GRANT PROGRAMS**  
The Newark Public Schools and the Newark Teachers Union hereby agree to the following payments to participate in Grant Program projects:

1. All payments to employees will be made through the Payroll system and will be issued by separate check.  
2. The hourly rate for participation and/or service will be \$39.00 effective July 1, 2007, with a cap of \$1,170 per grant program. This shall apply to grants of \$15,000 or less.

3. The cap may be waived by mutual agreement of the parties.

4. The grant programs subject to the language set forth include but are not limited to:

- A. School Based Management
- B. Partners in Learning
- C. City Schools of Excellence
- D. Kids in Business

#### ARTICLE XV - EMPLOYEE ASSISTANCE PROGRAM

The Newark Public Schools and the Union jointly recognize alcoholism and chemical dependency as an illness, which can be successfully treated. It is also recognized that it is in the best interest of the employee, the Newark Public Schools and the Union that this illness be treated and controlled under the existing collective bargaining contractual agreement.

A joint Labor/Management Program shall be established for the purpose of helping the individual with the disease to recover. The program shall be constructed and designed to achieve rehabilitation, rather than for employee displacement. The Newark Public Schools and Union may establish such programs by contractual agreement with an agency or institution qualified to provide such services as necessary and proper to conduct this program.

The Newark Public Schools and Union agree to provide training, i.e. workshops and seminars, etc., which train employees to be knowledgeable in areas impacted by chemical dependency. Such training shall assist employees in recognizing behavior patterns, which indicate that the employee has, or is developing alcoholism or chemical dependency as a serious, but treatable disease. Said training shall also focus on explanation of the causes, progressive nature and treatment. The employee's failure to participate shall be considered grounds for disciplinary action.

#### ARTICLE XVI - QUALITY CONTROL/DISCIPLINE COMMITTEES

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

B. A joint committee on discipline shall be established. The committees shall meet four (4) times per year to discuss discipline, violence and vandalism. The committee shall be composed of not more than five (5) Union appointees and five (5) Superintendent appointees.

#### ARTICLE XVII - FEDERAL SUPPLEMENTAL FUNDING

The Newark Public Schools recognizes the educational value derived from programs made available by federal supplemental funding sources. In the event of federal cut backs on funds, the Newark Public Schools and the Union agree to combine their efforts to seek funding from, city, state, federal and private sources in order to maintain a level of scope of any meritorious programs so affected.

#### ARTICLE XVIII - CURRICULUM REVISIONS

##### SECTION 1 CURRICULUM COMMITTEE

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

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



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

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

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

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

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

#### SECTION 2 OVERSIGHT COMMITTEE ON SPECIAL EDUCATION

The district will continue its quarterly Oversight Committee on Special Education meetings, which shall include two (2) members selected by the Newark Teachers Union.

#### ARTICLE XIX - MATTERS NOT COVERED

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

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

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

The school district agrees that it will make no change in existing policy or practice related to employee wages, hours and conditions of employment and not specifically covered by this Agreement without prior negotiations with the Union.

##### SECTION 3 NEW CONTRACT NEGOTIATIONS

Negotiations on a new contract shall commence no sooner than October 1, 2009 upon the receipt from the Union of a written request for same. Negotiations for a new contract are subject to NISA 34:13A-1 et seq.

##### SECTION 4 SUBCONTRACTING

The Newark Public Schools shall not contract (privatize) any schools or jobs without prior negotiation with the Newark Teachers Union. Such negotiations shall be limited to the terms of separation for tenured teachers whose jobs are eliminated by the subcontracting.

#### ARTICLE XX - NEW JOB TITLES OR CATEGORIES

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

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

##### B. UNION JURISDICTION

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

### C. NEGOTIATIONS OVER WORKING CONDITIONS

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

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

In the event the parties fail to agree on the working conditions of such title or category, the Newark Public Schools may fill the position on the thirty-first (31st) day following the notice to the Union contained in paragraph one (1). Upon subsequent agreement any working conditions, which are capable of being made retroactive, shall be implemented.

## ARTICLE XXI - TUITION REIMBURSEMENT

### SECTION 1 TEACHERS

A. The Newark Public Schools agrees to reimburse the cost of tuition not to exceed \$230 per credit for course receiving prior approval from the Office of Staff Development.

To be eligible for tuition reimbursement, course(s) shall be:

1. Courses that are part of a matriculated graduate program in the present teaching field
2. In a field to which the teacher may be assigned within the district
3. The Office of Staff Development shall grant approval for tuition reimbursement for graduate level courses in instructional methodologies, learning theory, etc. (see below).

Courses must be offered by an accredited college or university and listed in the college or course catalogue. Credit and approval for programs outside the regularly sponsored university schedule/program may be approved on an individual basis by the Deputy Superintendent of Schools whose decision is final and not subject to the grievance procedure.

Courses which include study in the following areas shall be approved for reimbursement:

- (1) teaching skills
- (2) values clarification
- (3) learning theory
- (4) writing across content areas
- (5) critical thinking skills
- (6) curriculum development
- (7) classroom management
- (8) contemporary social issues
- (9) subject matter course(s) in the teacher's area(s) of certification
- (10) courses outside a teacher's area of certification that relate to the teacher's course(s) of study

Courses which include study in the Non-specific Generic Foundation courses listed below shall also be approved for reimbursement:

- (1) drug and alcohol abuse awareness
- (2) suicide awareness
- (3) school law
- (4) contemporary health issues awareness
- (5) computer literacy
- (6) developmental psychology

B. Applications for reimbursement shall be submitted no later than forty-five (45) days prior to the beginning of the college academic term.

C. Written approval for tuition reimbursement must be received from the Office of Staff Development prior to registration on a prescribed form available in the Office of Staff Development.

D. One hundred percent (100%) payment for the above shall be forthcoming within forty-five (45) days upon receipt of official evidence of satisfactory completion of coursework. For the purpose of this program satisfactory is equivalent to a "B" or better. Fifty percent (50%) reimbursement will be for grade of "C".

E. A teacher will be limited to six (6) credits per year except for those areas specified in section 6 in which case twelve (12) credits per year will be the limit.

F. Effective July 1, 2007, the Newark Public Schools shall allocate a sum of \$260,000 for the 2007-2008 school year.

These funds shall not accumulate or carry over from one year to the next. The approval of tuition reimbursement applications will be given on a first come first serve basis until the allocation has been fully committed, except preference will be given regardless of the submission date to teachers certified in the areas of Mathematics, Science, Special Education (including child study team positions) and English (Undergraduate courses in these areas are also eligible for reimbursement if these courses are a part of the requirements for certification). The same preference criteria will be applied to teachers seeking to be certified in these areas. Undergraduate courses will not be considered for horizontal advancement for employees hired on or after July 1, 2001. Teachers approved for tuition reimbursement shall forfeit the value of the reimbursement if the teacher resigns/retires from the district within three (3) years of the date the teacher received the reimbursement. A teacher shall not receive reimbursement for such course(s) if he/she indicates in writing the intent to leave the district prior to receipt of notice of official satisfactory completion of the course. A committee consisting of two (2) district and two (2) union representatives shall meet on a quarterly basis to review the program.

#### SECTION 2 CLERKS & AIDES

A. Effective July 1, 2007, twenty-seven thousand dollars (\$27,000) per year shall be allocated for tuition reimbursement for full time clerks and full time aides who are matriculated in undergraduate accredited degree programs leading to both a Bachelor's degree and teacher certification.

B. All of the requirements and rules related to tuition reimbursement for teachers in Sections 1 through 6 of this Article shall also apply to clerks and aides.

C. Clerks and aides who accept tuition reimbursement must continue to be employed by the NPS for a minimum of two (2) full years beyond the date of the most recent tuition reimbursement. Failure to be employed for two (2) full years, beyond the date of the last tuition reimbursement will lead to a requirement that the clerk or aide repay the NPS for all tuition reimbursement monies she/her received in the two (2) years immediately preceding his/her termination of employment.

#### ARTICLE XXII - PEER COACHES AND/OR MENTOR TEACHERS

##### SECTION 1 EDUCATIONAL RESEARCH AND DEVELOPMENT

The Office of Instructional Staff Development will facilitate the presentation of the AFT program that addresses classroom organization and management. A team trained in this program from the Newark Teachers Union will present the program. Each new teacher will be engaged in this one (1) day program. The Newark Public Schools will arrange for the availability of the trainees. The Newark Teachers Union designated trainers.

A. The Newark Public Schools shall contribute one-half (1/2) of the cost of co-sponsored ER&D trainers for in-service instruction up to a maximum contribution of fifteen thousand dollars (\$15,000) per year. The Superintendent's prior approval of course content, course duration, location and instructor is required.

B. Whenever the Newark Public Schools determines that any or all of the following district wide positions are to be filled, ER&D Coordinator, Robotic Coordinator, Jersey Urban Debate League Coordinator, the teacher(s) selected for the position(s) shall be assigned to a specific high school or central office location. The Coordinator shall teach or otherwise be involved in the instructional program at his/her respective high school or central office location for forty percent of his/her workday. For the remainder of the in-school workday the Coordinator shall have district-wide responsibilities at a location or locations designated by the Superintendent or her/his designee.

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

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