

NEWARK TEACHERS UNION

**Local 481
American Federation of Teachers
AFL-CIO
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**TEACHERS, CLERKS, AIDES & PER DIEM SUBSTITUTES
July 1, 2024 – June 30, 2029**

NEWARK TEACHERS UNION



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DECLARATION OF INTENT

The Newark Board of Education and the Newark Teachers 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 2024 by and between the SCHOOL DISTRICT OF NEWARK IN THE COUNTY OF ESSEX (hereinafter referred to as the "NEWARK BOARD OF EDUCATION" and the NEWARK TEACHERS UNION, LOCAL 481, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION OF NTU AS BARGAINING AGENT

SECTION 1 CATEGORIES OF NTU MEMBERS

The Newark Board of Education 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 Board of Education in the unit consisting of the following categories of employment:

- teachers
- itinerant teachers
- homebound teachers
- recreation teachers*
- speech language specialist
- athletic trainer
- 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 (4) nights per week in Newark Evening High School
- 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 coordinators
- 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
- teacher aides
- school aides
- community aides*
- attendance aides*
- senior community aides school
- job coach
- per diem teachers
- teacher coach
- clerk 3

Excluding the following titles

- department chairpersons
- acting department chairpersons
- head guidance counselors
- vice principals
- principals
- acting vice principals
- acting principals
- directors
- assistant superintendents
- superintendents
- laboratory assistants
- registered (RN) or certificated school 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 Board of Education appointed
- all permanent, acting, temporary or provisional supervisory employees

**Denotes inactive job titles*

SECTION 2 DEFINITION OF EMPLOYEE

The term “employee” as hereinafter used means a person employed by the Newark Board of Education in any positions listed as being represented by the Union in Section I 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 will 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

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, gender identity, military status, or membership or participation in or association with the activities of any employee organization. Likewise, the Newark Board of Education agrees that employment application forms and oral interview procedures will contain no reference to the applicant's membership in any employee organization nor will the Newark Board of Education discriminate for or against applicants for employment on the basis of race, color, creed, national origin, religion, ancestry, sex, marital status, sexual orientation, gender identity or expression, military status, or membership or participation in or association with the activities of any employee organization, age, or disability.

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 DEFINITIONS

A. DEFINITION OF GRIEVANCE

A grievance is a complaint by an employee that (1) s/he has been treated unfairly or inequitably by reason of any act or condition, including those relative to employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, or (2) there has been as to him/her a violation, misinterpretation or misapplication of the provisions of this Agreement or any of the existing rule, regulations or orders of the Newark Board of Education or the New Jersey State Department of Education having the force and effect of law, with the exception of any items specified in the contract that are non-grievable.

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 will 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 will 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 s/he may not be represented by any employee organization 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 will 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, will be fixed by mutual agreement. In all cases (subject to the provisions of Step 1 below), a representative of the Union will 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, will first discuss the problem with his/her immediate administrative superior, who in the case of employees assigned to a school will 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, submit it in writing within ten (10) school days 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 or thirty (30) days from when s/he should have been aware of the act or circumstance given rise to the grievance. The said immediate superior will schedule a meeting to discuss the grievance with the employee and a Union representative prior to making his/her decision, but in any event s/he will give his/her decision in writing with his/her reasons therefore to the employee, the Union, and the District Superintendent within five (5) school days after the written grievance has been submitted to him/her by the employee.

Step 3 SUPERINTENDENT

The employee may appeal to the Superintendent from the last-mentioned decision of his/her immediate superior within ten (10) 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 Superintendent and to the employee's immediate superior, written notice of such appeal setting forth specifically the basis of the grievance. The Superintendent, or designee, will meet with the employee and a Union representative within ten (10) school days after the giving of such notice of appeal, and will give his/her decision in writing with his/her reasons therefor, to the employee, Union and the employee's immediate superior within five (5) school days after such meeting.

Grievance hearings may be held at the District's Central Office, unless the District designates another location, beginning as early as 2:30 p.m. Employees will not receive extra compensation for extensions of the workday caused by grievance hearings.

SECTION 3 GENERAL PROVISIONS

If the decision to be given by any employee's immediate administrative superior, or the 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

will 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 s/he would be required to give if a decision adverse to him/her had been rendered on the outside date prescribed above for rendering under "Step 2" or "3". If the employee fails to submit his/her written grievance within the time specified in the provisions under "Step 2" above, or if s/he fails to give, within the prescribed time the written notices of appeal respectively mentioned under "Step 3" above, or if s/he fails to give within the prescribed time written notice of the request for arbitration mentioned under "Step 4" above, the grievance will 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 his/her superior or to the Superintendent may be given by hand delivery, or by leaving it with a person in charge of the office of such superior or of the Superintendent, or by email to such superior or to the Superintendent. 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 Board of Education's records. Any notice or decision to be given to the Union may be given by hand to the President of the Union, or by email to the President. The date of communication will be counted as the date of giving notices to be given by the employee, by his/her superior, the Superintendent under Section 2 of this Article.

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 Board of Education representative and witnesses. When hearings are held during school hours, persons proper to be present will be excused without loss of pay.

C. GRIEVANCES ARISING FROM CENTRAL OFFICE ADMINISTRATORS

A grievance arising from the action of a supervisor attached to the Central Office, or Assistant 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 will be construed as compelling the Union to submit a grievance to arbitration.

E. REPRISALS AGAINST PARTICIPANTS NOT ALLOWED

No reprisals of any kind will 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 will be immediately notified. The time for a meeting or a hearing at all steps other than Step "1," within the prescribed time limits, will 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 will not be placed in the personnel file of the employee, nor will 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 will be mutually agreed to by the parties and made available in the office of the principal in every school.

SECTION 4 ARBITRATION

A. REQUEST FOR BINDING ARBITRATION

In the event a grievance will 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 Superintendent has been given to the employee and the Union pursuant to the above provisions under the caption "Step 3", to the Superintendent, the employee's written request for binding arbitration by the procedures and subject to the provisions set forth below.

B. ARBITRATION AWARD

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

C. SELECTION OF ARBITRATOR

An arbitrator will be selected by mutual agreement of the Newark Board of Education and the Union to conduct any and all grievance hearings required under this Agreement. Any arbitrator will be a member of the National Academy of Arbitrators with a minimum of five years' experience as an Arbitrator. In the event that the Newark Board of Education and the Union are unable to agree upon the selection of an Arbitrator, either of the two will call upon the Public Employment Relations Commission Panel to name the Arbitrator.

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

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

D. ARBITRATOR'S PANEL POWER

The Arbitrator will 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 will, in the performance of his/her duties, be bound by and comply with the provisions of this Agreement. The Arbitrator will have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The Arbitrator's decision will be binding and in writing and will set forth its opinions and conclusions on the issues submitted. The Arbitrator will have the power to make compensatory awards, where necessary, to implement decisions.

E. ARBITRATOR'S LIMITS

The Arbitrator will 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 will not usurp the functions or powers of the Newark Board of Education as provided by statute.

F. FEES AND EXPENSES FOR ARBITRATOR

Fees and expenses of the Arbitrator will be borne equally by the Newark Board of Education and the Union.

ARTICLE IV - NTU RIGHTS

SECTION 1 LEAVE FOR UNION SERVICE

The Newark Board of Education will grant an unpaid leave of absence to members of the bargaining unit upon their personal request and that of the Union to work for the Union, American Federation of Teachers New Jersey, or the American Federation of Teachers. No more than seven (7) such leaves of absence will be granted at any one time. Such leaves will be granted for a period of not more than one academic year and will 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 Board of Education s/he will be placed on the step of the salary schedule that s/he would have attained had s/he been continuously employed during such absence. There will 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 will not be included in computing length of service for the time required to attain tenure.

Any employee granted such leave of absence will have the right to have maintained, on the same basis of all employees, any employee health plan available to Newark Board of Education

employees for hospital costs, medical-surgical benefits, major medical insurance, and any other such benefits upon regular payment by the Union on his/her behalf to the District Superintendent of amounts sufficient to cover the cost to the Newark Board of Education 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 Board of Education will mutually agree upon a time for negotiations. Members of the Union negotiating committee will be granted administrative leave with pay if negotiations take place on school time. No more than five (5) employees will have the right to receive pay under this provision. They will 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 will be construed to require the Newark Board of Education to negotiate during school hours or after 11 p.m.

SECTION 3 NTU BULLETIN BOARDS

The Newark Board of Education will 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, and/or violative of law.

SECTION 4 UNION ACTIVITIES WHILE ON-DUTY

No teacher will engage in Union activities during the time s/he is assigned to teaching or other duties, provided that teachers will be permitted to engage in Union activities as specifically provided in this Article IV.

SECTION 5 NTU MEETINGS

A. REP- STAFF MEETINGS

The Union will have the right to have meetings with 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 will be required to cooperate with the Union to facilitate the holding of such meetings despite relatively short notice whenever circumstances so dictate. Principals will provide for proper meeting facilities in accordance with such request without charge to the Union, provided that this use of meeting facilities will in no way interfere with previously scheduled school programs, and activities. No principal or other administrator of said school will 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 will furnish a written explanation of the nature of such emergency to the District Superintendent and the Union.

B. GENERAL MEMBERSHIP MEETINGS

The Superintendent or designee will, 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 will be granted provided that the use of the facilities will not be in conflict with previously scheduled programs and activities. No more than twenty (20) such meetings per year may be required. There will be no fee for the use of such facilities.

SECTION 6 MEETING WITH PRINCIPALS

A. BUILDING REP MEETINGS WITH PRINCIPAL

Meetings between the principal and a Union representative for each school will 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 Board of Education 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 will be released from active duty for a period of not more than one class period to attend said meeting, the representatives to be determined on the following basis: in addition to the school building representative, one additional representative will be released for each 25 faculty members. The total number released, including the building representative, will not exceed 5, nor will this number be less than 2. There will 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 will not be inconsistent with the terms of this Agreement, unless as stated otherwise in these agreements.

SECTION 7 AVAILABILITY OF NEWARK BOARD OF EDUCATION PUBLIC RECORDS & DATA

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

SECTION 8 DISTRIBUTION OF NTU LITERATURE IN SCHOOLS

The Union will have the right to place material dealing with proper and legitimate Union business in the employee's mailboxes, real and electronic. To facilitate this, the District will provide NTU with an updated email list for NTU members and NPS administrators.

SECTION 9 DISTRICT - NTU MEETINGS

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

party to this Agreement, but additional meetings may be held by agreement between the Union and the Newark Board of Education.

At least five (5) school days prior to the holding of each such meeting, the Union will consult with the District Superintendent or his/her designee to review the topics to be discussed. In the event that law or existing Newark Board of Education policy places one or more of the topics to be discussed under the discretionary jurisdiction and prerogative of the District Superintendent, the 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 Board of Education.

SECTION 10 SCHOOL VISITS BY NTU OFFICIALS/REPRESENTATIVES

A. MEMBER CONFERENCES

The Newark Board of Education will permit the President of the Union or one of the Union liaison officers to visit the schools. The Union representative should make known his/her presence to the appropriate authority in the school, i.e. principal or acting administrator. Conferences with teachers, should they become necessary, will be scheduled so as not to interfere with or disrupt normal school functions.

B. CLASSROOM VISIT BY UNION OFFICIALS

Union officials will be permitted to visit in the classroom of any teacher who so requests. Union officials, not employed by the Newark Board of Education, will be permitted to visit classroom teachers who will 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 Board of Education observation will be conducted at the same time.

C. NOTICE TO BUILDING REP OF CENTRAL ADMINISTRATORS' VISITS

The school clerk will notify the NTU Building Representative when central office administrators and supervisors are present in the school building,

No teacher will engage in Union activities during the time s/he is assigned to teaching or other duties, provided that teachers will be permitted to engage in Union activities as specifically provided for in Article IV of this Agreement.

D. ARREST OF NTU MEMBER ON SCHOOL PROPERTY

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

SECTION 11 NTU REPRESENTATION AT BOARD MEETINGS

The Newark Board of Education will furnish to the Union three (3) copies of the agenda of each Board meeting twenty-four (24) hours prior to each Board of Education meeting or at the same time when such copies of the agenda are made available to the Board members, whichever is

sooner. The Union will 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, will be listed within the first ten (10) inclusive speakers on that portion of the Newark Board of Education action meeting devoted to discussion on general topics. This provision will remain in effect during the life of this Agreement.

SECTION 12 LEAVE OF ABSENCE FOR UNION CONVENTIONS

A. AFT, NJ AFL-CIO AND AFT-NJ CONVENTIONS

Leave of absence without loss of pay to attend conventions of the AMERICAN FEDERATION OF TEACHERS, the NEW JERSEY STATE AFL-CIO, the AMERICAN FEDERATION OF TEACHERS NEW JERSEY, other labor organizations, not exceeding five (5) days in anyone year (per individual), nor ten (10) individuals per convention will 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 Superintendent. Such requests, limited to two (2) Union representatives per meeting, will be received by registered mail with a return receipt requested in the Office of the Superintendent at least two weeks prior to the date of the meeting and the Superintendent or designee will make a timely response to the Union. If no response from the Superintendent or designee is received by the Union by the day prior to the meeting, the absence of a response will 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, will not exceed an aggregate of more than fifty (50) days.

D. LIMITATIONS ON REPRESENTATIVES

In no instance will 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 13 DUES DEDUCTION

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

SECTION 14 USE OF SCHOOL PHONE FOR UNION BUSINESS

All NTU Building Representatives and Officers may use the school phone at appropriate times, in order to conduct Union and/or Newark Board of Education business.

SECTION 15 REASONABLE NOTICE FOR SCHOOL CLOSING

The Union will 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 SCHOOL CALENDAR

A. IN-SERVICE DAYS

The scheduling of in-service days will be conducted during any month. In-service days will not be scheduled on the day immediately preceding the following: 1. Thanksgiving, 2. winter break, and 3. spring break. 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 will be scheduled no more than 182 pupil days and 188 workdays for employees covered by this Agreement.

There will be one (1) organizational day and five (5) staff development days. The organizational day will be provided within the first three (3) days of the school year. On such organizational day, administrators will be allowed up to two (2) hours in the morning to conduct meetings with staff and the remainder of the time will be staff-directed.

The start of the school year is determined by the District.

2. Instructional days may be either full length or early dismissal (which means a 1:00 p.m. student dismissal) at the discretion of the Newark Board of Education. 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 4, 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 will be 1:00 p.m. student and employee dismissal on the last student day immediately preceding Thanksgiving and Christmas or Christmas Eve.

4. At least three (3) of the annual in-service days will be designated by the district to qualify for the twenty (20) hours of State mandated professional development for teachers per year for five (5) years.

C. NEW TEACHER ORIENTATION

All teachers new to the Newark Board of Education will be required to attend, without additional compensation, two (2) full day orientation sessions. The NTU will be provided with ten (10) minutes to speak at New Teacher Orientation.

The purpose of the orientation days will 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 for the purposes set forth herein without additional compensation.

E. SCHOOL CALENDAR

The Newark Board of Education and the Union agree to follow the aforementioned practice of reviewing the calendar in the event of a multi-year agreement no later than each April 1st, for the ensuing contract year.

Nothing herein will limit the right and responsibility of the Newark Board of Education to adopt a calendar.

Emergency school closing days that require rescheduling to meet the 180-day school year statutory mandate may be rescheduled at the end of the school year.

SECTION 2 SCHEDULES AND THE SCHOOL DAY

A. NTU BUILDING REPRESENTATIVES - PREP PERIOD

One (1) properly designated NTU Building Representative in each school will be scheduled for one (1) administrative period per week so that s/he 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 District Superintendent by the NTU President.

The activities of the NTU Building Representative will be confined during the administrative period to the school and will not interfere with the normal operations and activities of the school and its personnel. No teacher should engage in Union activities during the time s/he is assigned to teaching or other duties, provided that teachers will be permitted to engage in Union activities as specifically provided for in Article IV, Section 11.

B. SCHOOL SCHEDULES

1. SIGN-IN TIME

Employees should sign in using the district-approved method(s) 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 will be expected to report to their assigned stations as provided below in sub-section 3.

2. END OF DAY

Teachers will 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 will be permitted to leave ten (10) minutes after classes end.

3. REGULAR DAY SCHEDULE

The regular schedule of all schools will be a continuous instructional day of seven hours as in b. below.

a. At the principal’s discretion, schools will start no earlier than 7:30 a.m., end no later than 4:30 p.m., and operate for the existing length of the continuous instructional day. Any change in the school schedule requires at least thirty (30) days’ notice to the school’s staff and families before the school year begins. No changes to the school schedule will occur during the school year unless an emergency situation arises.

b. The traditional schedule for all schools is as follows:

Teachers arrive	8:10 AM
Teachers report to assigned stations	8:15 AM
Pupils arrive	8:20 AM
<i>Lunch period equal to that of a class period</i>	
Classes end	3:00 PM
Students dismissed	3:05 PM

Once students are safely dismissed, teachers can depart at 3:05 PM.

4. TRANSITION TIME

There will be a minimum of three minutes between each class for transition time at the Elementary Schools and High Schools.

5. LUNCH

All teacher lunch periods will be uninterrupted and unbroken, unless in the case of a fire-drill, fire-alarm, or other similar emergency. Lunch periods for teacher will be no less than forty-five (45) minutes for elementary school teachers and no less than forty (40) minutes for high school teachers.

6. PREPARATION PERIODS

Teachers will receive a minimum of five (5) preparation periods in a five (5) day week. Three (3) of the five (5) weekly preparation periods will be self-directed by the teacher. Two (2) of the five (5) weekly preparation periods will be directed by the building administration for activities such as, but not limited to, grade level meetings and common planning. Grade level meetings are to be about the grade and the students in the class (not one student) and content-level meetings must be related to content.

7. POSTING OF SCHEDULES

Schedules of all personnel will be available to all unit members.

8. PREPARATION PERIODS DEFINED

Preparation periods will not be considered free periods. Preparation periods will be devoted to the preparation of teaching materials; conferring with parents, students, the principal or his/her designee, and/or other staff members. Preparation periods are self-directed, meaning that the individual decides what is best and most need for them to do for the utilization of that time.

C. PER-DIEM SUBSTITUTE DAILY SCHEDULE

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

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

D. SCHOOL DAY FOR TEACHER AIDES, PARENT LIAISONS, AND EDUCATIONAL INTERPRETERS

1. NORMAL SCHOOL DAY

The normal school day for teacher aides, parent liaisons, and educational interpreters will be seven hours including a thirty-minute unpaid duty free lunch break and a ten minute unpaid break. The starting time for teacher aides, parent liaisons, and educational interpreters may be subject to variations as required by the needs of the school as determined by the principal.

E. ABSENTEEISM AND TARDINESS

1. REPORTING AND FAILING TO REPORT ABSENCES

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

9. LATE ARRIVAL TO SCHOOL

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

10. 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 will result in loss of pay for said occurrence.

11. EXCEPTIONS:

Personal days, 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 s/he was either physically unable to perform his/her duties or that s/he was carrying a contagious disease on the day(s) of absence. The medical certificate must be submitted via email, hand-delivery fax, or certified mail to the Office of Employee Services at the Newark Board of Education's administrative offices within three (3) working days of the date the employee returns to work. The form should not be submitted to your school or department.

SECTION 3 CLASS ASSIGNMENTS

A. CLASS ASSIGNMENTS

1. NUMBER OF SUBJECTS AND PREP PERIODS REQUIRED

No teacher in a secondary school, or any school with departmental organization, will be required to teach more than two (2) different subjects. Should the teacher agree to teach the multiple subjects, for each subject beyond two, the teacher will be given two (2) additional preparation periods weekly. Examples: Algebra 1 and Algebra 2, US History 1 and US History 1 Honors, US History 2 and AP US History.

2. ROOM ASSIGNMENTS

Exclusive of teachers assigned to teach in more than one (1) school, whenever possible, teachers will not be assigned to teach in more than two (2) rooms and efforts will 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 will be available equally to each teacher who uses it.

3. NOTICE OF TEACHER SCHEDULE

Prior to the close of school in June, whenever possible, teachers and aides will be notified of what their schedules will be in September. It will 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 prior to the start of the school year. If a change is necessitated, the teacher will 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 will be rotated based on equitable standards which will 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 will be assigned to more than three (3) 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 will not be considered assignments for the purpose of this paragraph.

6. TEACHING CLASS ASSIGNMENTS

a. HIGH SCHOOL TEACHING CLASSES PER DAY

In high schools, no teacher will 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 will 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.

The parties agree that compensation for high school teachers working a sixth period will be capped at a total compensation of \$10,000. This payment will be a pensionable as permitted by law and will be paid on a prorated basis as part of the employees' normal paycheck (minus applicable taxes). This will not be used to eliminate a vacancy. A subcommittee of the SLC will review all sixth period assignments for analysis and future recommendations. Upon filling a vacancy for which a teacher is performing the sixth period, that teacher will continue to be paid for thirty days after the new teacher starts. Teachers with a sixth period will not have a duty/service period. The parties also agree that teachers will be required to sign an individual Memorandum of Agreement to work the sixth period and the monies paid will be prorated for the portion of the year that the sixth period is worked.

b. CLASS COVERAGE COMPENSATION

In case of emergency, which will include an unavailability of sufficient per diem substitutes on a particular day, teachers in school, elementary, secondary, or special, will be permitted during their preparation periods, if they so elect to volunteer, to substitute for an absent teacher. Any teacher performing such duties will be compensated on the basis of one-fifth (1/5th) of the per diem substitute rate (which will also be available to per diem substitutes covering a sixth period teaching assignment). Employees will not have to request this payment. Coverage payment must be made consistent with the supplemental pay calendar.

SECTION 4 OPEN HOUSE: EVENING SCHOOL MEETINGS

- A. As part of their professional services, all employees will be required to attend Back-to-school night from 6:00 to 8:00 PM and two (2) Parent Teacher Conference Nights.
- B. The dates for Back-to-school night and the Parent/Teacher Conferences will be given to the employees not later than the first teacher work day of the school year. Back-to-School nights will be scheduled on separate nights for elementary schools and high schools. No employee will be required to attend more than one Back-to-School Night without supplemental compensation.
- C. Employees will only be required to attend one (1) Back-to-School Night in accordance with their grade assignment or as determined by the building principal.
- D. All employees will be required to remain in the school following the conclusion of the student day for the purpose of conducting Parent Teacher Conferences two (2) times per school year. The parent teacher conferences days will be scheduled on minimum length

student days, one conference day will be scheduled in the fall semester and one (1) day in the spring semester.

- E. The Parent Teacher Conferences time will begin fifteen (15) minutes after the students depart and will end no later than 7:00 PM. Food service will be available for all employees in the school. A one (1) hour meal break will be scheduled for each teacher to begin in the vicinity of 4:00 PM.
- F. The Parent Teacher Conferences will be scheduled through collaboration among the teacher, the administrator, and the parent.

SECTION 5 SENIORITY

A. DEFINITION

Seniority will be defined as the length of time in the Newark Board of Education as a full-time, paid teaching staff member.

B. STANDARDS FOR DETERMINING SENIORITY

Standards for determining seniority N.J.A.C. 6A:32-5.1 Seniority, pursuant to N.J.S.A. 18A:28-9 et. seq., will 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 defined by law. The periods of unpaid absences not exceeding thirty (30) calendar days and leaves of absence at full pay will be credited toward seniority. All other leaves of absence will not count towards seniority.

C. LENGTH OF SERVICE

In computing length of service for seniority purposes, full recognition will 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 and Article X, Section 3.

SECTION 6 ASSIGNMENT AND TRANSFER

A. VOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL

1. VACANCIES LISTED

All vacancies will be posted on a rolling basis.

2. APPLICATIONS FOR TRANSFER

Employees who wish to make application for transfer or assignment to any such vacancies will submit their requests via the applicational portal. Additionally, employees who participate in the yearly "Transfer Opportunity" can do so. The Office of Recruitment will notify the employee whether or not they are approved as soon as practicable.

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 will so notify their principals in writing of their preference for reassignment with that school.

C. INVOLUNTARY TRANSFERS FROM SCHOOL TO SCHOOL

Involuntarily transferred staff will be notified three (3) months before the end of the school year, when possible. The employee will have the right to attend transfer fairs and to apply for the job of their choice without prejudice. They will receive all due consideration on available vacancies that match their position and certification.

SECTION 7 NECESSARY DUTIES

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

A. SPECIAL SCHOOLS AND SPECIAL CLASSES

In special schools or special classes, the hours of service of teachers will be the same as that specified in Article V.3.B.2.b, however 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 will 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 will be set up on the same basis as that in caption B-5 of this Article and Section. The designation of a special school will be solely at the discretion of the District.

B. ELEMENTARY/MIDDLE SCHOOL TEACHERS

1. MEETING STUDENTS FOR PICK UP AND DISMISSAL

Classroom teachers in elementary schools will be required to meet their classes at the school's designated location at the beginning of the school day and return their students to the designated exit at the end of the school day.

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 will begin at 8:05 AM or at the start of the school if earlier. 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 will be assigned to playground duty based on district-wide seniority whenever there are insufficient volunteers.

3. VOLUNTEERING FOR CAFETERIA / PLAYGROUND DUTY

a. COMPENSATION

In elementary 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 will be paid two thousand dollars (\$2,000). Assignments for part of the year will be pro-rated.

b. POSTING NOTICES AND ASSIGNMENTS

Volunteers will be sought by posting assignments.

C. SECONDARY SCHOOL TEACHERS

1. WORK DAY.

The work day will include the equivalent of five (5) teaching periods, one (1) service period, one (1) preparation period, one (1) lunch period, and one (1) homeroom. Preparation periods are self-directed, meaning that the individual decides what is best and most need for them to do for the utilization of that time.

a. Teachers may teach six (6) teaching periods per day subject to the requirements of Article V.3.6.a above.

2. MONITORING STUDENTS BETWEEN PERIODS

The principal of their school will 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.

3. CAFETERIA DUTY

Teachers in the 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, s/he 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.

4. BLOCK SCHEDULING

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 will 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 will not be scheduled to teach more than two (2) consecutive blocks. Teachers may volunteer to teach three (3) consecutive blocks.

D. SERVICE PERIODS

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

E. DUTY FREE LUNCH PERIOD

Every teacher will be provided with a duty-free lunch period equal to that of a full class period (45 minutes for elementary, 40 minutes for secondary). Staff may be allowed to leave the building during this time at their own discretion.

SECTION 8 DUTIES OF AIDES

A. PRIMARY RESPONSIBILITIES

The duties of teacher aides will be in accordance with the New Jersey Department of Personnel job description.

B. AIDES

Teacher aides will supervise and engage in the duties and activities related to cafeteria, halls, playgrounds, sidewalks, and buses so long as they are not removed from their IEP-related duties.

C. PARENT VOLUNTEERS

Any expenditures for non-instructional duties other than those listed above will be made only if the Newark Board of Education deems it necessary. Volunteer parent help can be recruited for additional non-classroom work if it is deemed necessary by the Newark Board of Education. All existing aide positions will be maintained during the term of the contract.

D. PRIMARY CONSIDERATION

Primary consideration in making any assignment will be based upon the competency, training, and experience of the unit members for the undertaking.

SECTION 9 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, will regularly evaluate teachers' performance. When such evaluations involve visitation, it will be done openly and with the knowledge of the employee being observed. The individual who makes the evaluation will sign every written evaluation of the performance of any employee.

B. EVALUATION

Evaluations/observations will be conducted in accordance with the Teacher Effectiveness and Accountability for the Children of New Jersey Act ("TEACHNJ"), N.J.S.A. 18A:6-117, et.seq.

Teachers will receive an evaluation rating that designates them as highly effective, effective, partially effective, or ineffective. Teachers will receive an evaluation rating that designates them as highly effective, effective, partially effective, or ineffective. Teachers rated Partially Effective or Ineffective on their annual summative evaluation will be placed on a Corrective Action Plan (CAP) pursuant to N.J.S.A. 18A:6-117, et. seq.

C. OBSERVATIONS/EVALUATION CONFERENCES

Observation/evaluation conferences will 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. No observations will take place the day before Christmas Break, the day before Spring Break, the last week of school, during any testing week, on any half day, or on any delayed opening day. The Framework Guidebook will indicate that in situations where an observation is taking place in a situation where the teacher has extra students, is missing an aide, or is missing a co-teacher, that will be noted on the observation form (with specific guidebook language to be developed).

D. ELECTRONIC MONITORING OR RECORDING

Videotaping lessons is permitted for the purposes of coaching and support and will not be used for any evaluative or disciplinary purposes. Teachers have the right to opt out of any videotaping at any time without consequences.

E. OPPORTUNITY TO READ

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

F. COPY OF EVALUATION TO TEACHER

Teachers will be given a copy of each evaluation.

G. RIGHT TO INSPECT FILE

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

H. CONFIDENTIAL FILES

The Newark Board of Education agrees to continue its policy of treating these personnel files confidential.

I. INEFFECTIVE RATINGS

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

J. EVALUATION FRAMEWORK COMMITTEE

A committee will be established to review the implementation of the existing framework. The committee will be composed of a maximum of five union and five Superintendent appointees, and the number of teacher representatives on the committee will equal one person more than 50% of the total committee membership, with the NTU and District agreeing on the qualifications necessary to qualify as a teacher member. NTU members will be those selected/named by the NTU. The Evaluation Framework Committee will review the implementation of the evaluation framework by:

- a. Reviewing the number of observations for each staff member.
- b. Reviewing mid-year evaluations for rating concentrations.
- c. Reviewing annual summative evaluations for rating concentrations.
- d. Providing recommendations as to the different weights that evaluators should assign to teaching ability as compared to lesson design and planning.

The Committee will ensure that when the teacher's first observation is ineffective or partially effective, the teacher will be observed again. Such observations will occur at least ten business days after the post-observation conference to give staff members a chance to implement feedback. If the observation shows an improvement over the original observation, administrators will update the original observation record with an addendum to specifically note the follow-up observation and improvement.

K. CURRICULUM COMMITTEE

To serve the needs of Newark students in a changing society, curriculum revisions and educational improvement on all levels from early childhood through high school must be an ongoing process in the schools of Newark. In order to involve the direct participation of the Newark Teachers Union, as the collective negotiations representative of teachers and other instructional employees, in the process, the Newark Board of Education agrees that the number of teacher members on the committees will equal one person more than 50% of the total committee membership. The NTU and District will agree on the qualifications necessary to qualify as a committee member (at a minimum, five years' experience teaching the specific content and at least three consecutive years of ratings of effective or highly effective). NTU members will be those selected/named by the NTU. The committees will make recommendations to change, revise, audit, eliminate, or propose the drafting of new curriculum as needed, understanding that the final decision is up to the Superintendent and Board of Education, with the role of the Committee being to review the development and monitor the implementation of the curriculum. Once adopted, curriculum will remain in place for the entire school year.

- L. SCHOOL IMPROVEMENT PANEL. Each school building will maintain a School Improvement Panel (“SIP”) consisting of building administrators and teachers. The number of teacher representatives on the SIP will equal one person more than 50% of the total SIP membership, and the NTU and District will agree on the qualifications necessary to qualify as a teacher member.
1. **Composition of the Panel.** The SIP will include the principal, or his designee, who is serving in a supervisory capacity, an assistant or vice principal, and a minimum of two (2) teaching staff members, subject to the size requirements set forth in Article V.12.L above. The principal's designee will be an individual employed in the district in a supervisory role and capacity who possesses a school administrator certificate, principal certificate, or supervisor certificate. Each teacher will be a person with a demonstrated record of success in the classroom who will be in consultation with the majority representative. An individual teacher will not serve more than three consecutive years on any one school improvement panel. In the event that an assistant or vice principal is not available to serve on the panel, the principal will appoint an additional member to the panel, who is employed in the district in a supervisory role and capacity and who possesses a school administrator certificate, principal certificate or supervisor certificate.
 2. **Functions of the SIP.** The SIP will generally oversee the mentoring of teachers and conduct evaluations of teachers, including an annual summative evaluation, provided that the teacher on the SIP will not be included in the evaluation process, except in those instances in which the majority representative has agreed to the contrary. The SIP will also generally identify professional development opportunities for instructional staff members that are tailored to meet the unique needs of the students and staff of the school. More specifically, the SIP:
 - a. Will, within reason, if requested, conduct no-stakes confidential observations for the purposes of driving support and professional development.
 - b. Will, within reason, if requested, review partially effective and ineffective observation reports at the request of those staff members receiving them.
 - c. Will, within reason, if requested, review teacher rebuttals to observation reports at the request of those staff members receiving them.
 - d. Will, within reason, if requested, meet with teachers in advance of upcoming announced observations at the request of those staff members.
 - e. Will utilize information gathered during its meetings, its review of evaluations, feedback from teachers, and information from mid-year evaluations or corrective action plans to provide building administrators with recommendations on professional development activities for teachers.
 - f. Will develop and provide a support checklist for those teachers who receive a partially effective or ineffective rating or observation to go along with a teacher's Corrective Action Plan for the following year.

- g. Will identify a list of teachers who are highly effective in specific competencies or indicators that staff members can observe to address areas of weakness.
- 3. The SIP will ensure that any employee in the position of teacher who is evaluated as ineffective or partially effective in her/his most recent annual summative evaluation receives a mid-year evaluation, provided that the teacher(s) on the school improvement panel will be included in the mid-year evaluation process, in accordance with the NJDOE regulations, except in those instances in which the majority representative has agreed to the contrary.
- 4. Information related to the evaluation of a particular employee will be maintained by the school district, will be confidential, and will not be accessible to the public pursuant to P.L. 1963, c.73 (C.47:1A-1 et seq.), as amended and supplemented.”
- 5. The principal and his/her administrative team – with support from the Superintendent's team – are ultimately and solely responsible for the decisions, content and quality of teacher evaluations. Nothing described in Sections J and L of this Agreement will be interpreted as challenging this premise. Nothing in Sections J and L of this Agreement will be grievable.

M. SCHOOL LEADERSHIP COUNCIL

- 1. Each school building will institute a School Leadership Council consisting of the following membership: principal, teachers across the grade span, a non-instructional staff member, President of the Parent Organization, two student representatives (including the Student Council President), and a community partner. The SLC will be responsible for interviewing and recommending Principal candidates to the Superintendent.
- 2. The number of teacher representatives on the SLC will equal one person more than 50% of the total SLC membership, and the NTU and District will agree on the qualifications necessary to qualify as a teacher member. The SLC will meet no less than once per month, and more frequently as needed if determined by the building administration.
- 3. The SLC will also establish the following subcommittees: (a) Professional Development/Instruction and Program; (b) Student Support Teams; (c) School Climate; (d) Personnel; and (e) Budget. Subcommittees must include two members from the SLC, at least one administrator, and may include up to two other individuals as determined by the SLC. Subcommittee meetings should be held every other month, or at least five times per year. Additional subcommittees can be created as needed by the SLC.
- 4. The SLC may defer to the principal on any actions, in part or whole.

- N. CST OVERSIGHT COMMITTEE. The district will establish a CST Oversight Committee to review equity issues pertinent to CST staff members, including workload issues (e.g., overtime, caseloads, mentorship). The Committee will assist the administration in the creation of a CST Policy Manual and will provide recommendations on issues pertaining to caseloads, mentors, training, and potential

redundancies. The number of CST members on the committee will equal one person more than 50% of the total Committee membership, and the NTU and District will agree on the qualifications necessary to qualify as a CST member (at a minimum, ten years' experience and at least two consecutive years of ratings of effective or highly effective). NTU members will be those selected/named by the NTU. The Committee will meet no less than once per month, and more frequently as needed if determined by the Special Services Department's administrators, during the school day.

SECTION 10 FACILITIES

Each school will have the following facilities:

A. CLASSROOM STORAGE SPACE

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

B. TEACHER WORKROOM

Wherever adequate space is available, a teacher workroom will 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 will be provided as a faculty lounge where space is available. Such lounges will be provided in all newly constructed school buildings.

D. TEACHER RESTROOM

Well-lighted and clean teacher restrooms.

E. COMMUNICATION SYSTEM

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

F. SECURITY GUARD

Each school will have at least one (1) security guard during the school day.

G. EXCLUDING INTRUDERS FROM SCHOOL GROUNDS

The Newark Board of Education agrees that all laws and ordinances intended to exclude intruders will be strictly enforced in the school buildings and grounds by the principal.

H. UNFIT CLASSROOM CONDITIONS

The Newark Board of Education 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 will so notify the principal. The principal will evaluate the nature of the situation forthwith.

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

If the situation can be corrected by staff under the principal's immediate supervision, s/he will 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 will shift the class to a more suitable temporary location in that building.

The appropriate Assistant Superintendent and/or his/her designee will be notified immediately.

In the event of construction, renovation, or any disruption to the class set up at the beginning of the school year or during the school year, the teacher will be given a day free from instruction to restore their room, or they will receive supplemental pay for no more than seven hours if they choose to do so outside of contractual hours.

I. CHILD STUDY TEAM FACILITIES

The administrator of each school, to the full extent possible in terms of facilities available in the building, will make every effort to ensure that psychologists, social workers and learning disability teacher consultants will 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 11 FACULTY MEETINGS

All meetings of school facilities and departments will be conducted after regular hours, so as not to impinge upon instructional time of students. The principal in the secondary and elementary schools will schedule no more than one (1) school wide faculty meeting each month. No more than one (1) department meeting will be scheduled each month in schools with departmental organization. Such meetings will be scheduled for such lengths of time as are suitable for dealing with the problems under discussions, except that they will not be continued beyond sixty (60) minutes from the start of the meeting, provided that the last ten minutes will be used at the sole discretion of the NTU building rep (if the building rep believes that the full ten minutes are unnecessary, the length of the meeting will be capped at fifty (50) minutes. The meeting will start promptly after dismissal. Such meeting will be held on the lunch hour if the teachers and the administrators of that school mutually agree.

SECTION 12 PUPIL GRADES

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

SECTION 13 TEACHER'S LESSON PLANS

A. WRITTEN COMMENTS BY ADMINISTRATOR

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

remains legible. THIS SECTION WILL BE AMENDED to note that lesson plans will be in a format dictated by the central office, that administrators may not add to the requirements, but teachers can individually choose to add additional information, and that reference to district-established lesson plans will be sufficient for teachers (they will not be required to copy and paste that information into their individual lesson plans).

SECTION 14 ADMINISTRATIVE SUMMONS

An employee requested to meet with the Superintendent or other administrator or supervisor will 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 15 CLASS INTERRUPTIONS

The Newark Board of Education and the Union agree that in the best interest of the learning process, classroom interruptions are to be kept at a minimum. Announcements will 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 16 SOLICITATION OF FUNDS

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

SECTION 17 SUPPLIES AND INSTRUCTIONAL MATERIALS

A. TEXTS AND MATERIALS

For purposes of adequate instruction, there will 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 Board of Education and those appearing on the Newark Board of Education approved Price List of textbooks and supplies and those approved by the administrators responsible.

B. DISCRETIONARY FUND

The Newark Board of Education has established a teachers' discretionary fund. One hundred fifty dollars (\$150) per teacher will be made available by the school district in each school year. This money can be utilized by teachers for supplies that are in direct support of their instruction, including but not limited to books (other than textbooks), writing instruments, technology, ink for printers, and paper. Items can be shipped to the teacher's home or their school site if they are ordered online. If as of June of each school year there will remain any unexpected amount in this discretionary fund, the unexpected amounts will be redistributed according to the guidelines developed by the Office of the Superintendent and then be implemented in each school by the principal in cooperation with the Union building committee. The District will provide members with a calendar delineating the opening and closing of the submission periods and when checks will be made available.

SECTION 18 PROFESSIONAL IMPROVEMENT FUND

The amount each school year set aside by the Newark Board of Education for the Professional Improvement Fund will be one hundred thousand dollars (\$100,000.00) for the duration of this Agreement. All monies not utilized each year will be cumulative in the fund.

The maximum reimbursement permitted to each union member per fiscal year will be \$700. The union member may draw upon this yearly allotment until it is exhausted, funds permitting. The Newark Board of Education and the Newark Teachers Union will be responsible for maintaining their own records verifying each union member's use of the PIF allotment.

If teachers use American Red Cross for certifications (e.g., CPR, AED, first aid) from July 1 through September 1, teachers can use PIF funds to pay for these certifications. Teachers must remain employed with the Newark Board of Education for three years following such payment or must repay the Board a prorated portion of the amount reimbursed.

SECTION 19 VERIFICATION OF EMPLOYMENT

Within a reasonable period of time, but not later than two (2) weeks after requested, the Newark Board of Education will supply verification of individual's employment.

SECTION 20 PLACEMENT IN POSITIONS

Individuals will 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 District Superintendent, the above procedures may be waived and the District Superintendent may appoint an individual in an acting capacity.

SECTION 21 ATHLETIC TRAINERS

A. WORK SCHEDULE

1. The start date of the Athletic Trainers will be August 15th through June 6th of each school year. The Athletic trainers work schedule will be a maximum of 188 days (approximately 1250 hours), equal to the contractual days for teachers as set forth in the collective bargaining agreement, July 1, 2015 – June 30, 2019 and all successor agreements.
2. The work day of the Athletic Trainer begins at 1 p.m. until the conclusion of the afternoon contests and/or practices. Start time can be shifted as needed with School administrator approval.
3. The Athletic Trainer will work Saturdays, Sundays, Holidays only when there is a scheduled athletic contest and/or practice (i.e. games posted on seconference.org) that requires their presence. These hours will be credited as flex time to be used at the Athletic Trainer's discretion with the prior approval of their school's administration.

B. COMPENSATION

1. The base salary of the Athletic Trainer will be set forth and remain on the teacher's salary guide.
2. Athletic Trainers who attend football camp will be compensated for any hours worked beyond his/her regular work day at the supplemental rate of pay.

C. DAILY ATTENDANCE AND REPORTING PROCEDURES

1. All time worked by Athletic Trainers is to be captured in Kronos by the employees scanning upon arrivals and departures each day where ever Kronos terminals are provided and available.
2. If staff and students are sent home early and/or after school activities are cancelled due to inclement weather or safety concerns, the Athletic Trainers will be allowed to leave as well without penalty. The staff member in charge of their timecard will adjust their hours just like teaching staff and ensure the Athletic Trainer is not docked.
3. In instances of delayed openings, the Athletic Trainers are expected to report at their regularly scheduled time. This is in line with the expectation for all "second shift" staff members.
4. If the Athletic Trainer is unable to scan due to an off-site or out of District assignment, the actual arrival and departure times are to be recorded in the Daily Attendance Log Book. Off-site punch-outs can be done via email to school administrator or time keeper.
5. All Athletic Trainers are required to report his/her absences in AESOP one hour before the start of their scheduled work day.
6. The Athletic Trainer is responsible for monitoring their daily attendance. They will have to report to the School time keeper if there is an error that needs correction, such as a one sided scan (ex: scan in but no scan out) or if their Off Site Attendance Report time is not reflected on their Kronos. Errors should be reported promptly.
7. At the end of each time reporting period, the affected Athletic Trainer will complete his/her biweekly OFF SITE ATTENDANCE REPORT from the data entered in the DAILY ATTENDANCE LOG BOOK.
8. The time reporting period, reflected on the OFF SITE ATTENDANCE REPORT must be in accordance with the established PAYROLL TIME REPORTING SCHEDULE.

D. EVALUATION

1. The Athletic Trainers should be observed and evaluated by their respective administrator, Athletic Director and Principal. If a partial effective rating appears on an observation or evaluation, it must be reviewed by the Head of Athletics for Newark Public Schools.

2. Athletic Trainers should be able to use an administrative day for the purposes of attending their professional development to obtain Continuing Education Units (CEU); which are essential for the maintenance of their national certification and state licensure.

Section 22 – Work Beyond the Work Day

When an employee represented by the NTU is (1) directed by the building administrator to work beyond the prescribed work day; (2) submits a timely request for extra compensation to the location time keeper and building administrator; and (3) the request has been denied by either the location time keeper or the building administrator, an arbitrator will determine the validity of the employee's claim.

ARTICLE VI - TEACHER PROTECTION

SECTION 1 NEGLIGENCE

A. COST OF DEFENSE

To the extent required by law, whenever any civil action has been or will 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 will defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and will 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

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

SECTION 2 ASSAULT AND PERSONAL INJURY

Should any criminal or quasi-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 will reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals. No employee will be entitled to be held harmless or have their defense costs defrayed in any disciplinary proceeding instituted against them by the Board of Education or when the employee is appealing an action taken by the Board of Education.

SECTION 3 COMPENSATION

Whenever any employee entitled to sick leave is absent from employee's location as a result of personal injury caused by an accident arising out of and in the course of their employment, the Newark Board of Education will:

A. SALARY AND SICK DAY PROTECTION

Pay to such employee 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 employee as a result of this provision will be reduced by the amount of any worker's compensation award made for temporary disability.

ARTICLE VII - SUMMER SCHOOL AND SUMMER RECREATION PROGRAMS

SECTION 1. QUALIFICATIONS

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

SECTION 2 POSTING

Before such positions are filled, vacancies will be posted on a rolling basis.

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

SECTION 3. SELECTION

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

SECTION 4. AFTER SCHOOL AND SUMMER PAY RATES PER HOUR

Position	24-25	25-26	26-27	27-28	28-29
Teachers	\$43	\$44	\$45	\$46	\$47
Coordinators	\$44	\$45	\$46	\$47	\$48
CST	\$44	\$45	\$46	\$47	\$48
Clerk	\$30	\$31	\$32	\$33	\$34
Aide	\$26	\$27	\$28	\$29	\$30
Attendance counselor	\$32	\$33	\$34	\$35	\$36
Licensed Practical Nurse	\$32	\$33	\$34	\$35	\$36
Educational Interpreter	\$27	\$28	\$29	\$30	\$31
Parent Liaison	\$26	\$27	\$28	\$29	\$30

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

ARTICLE VIII - SCHOOL CLERKS

SECTION 1 - SCHOOL CLERKS SALARY GUIDE

A. SCHOOL CLERK SALARY GUIDE–10 MONTHS

See Appendix 4

B. SCHOOL CLERK SALARY GUIDE – 12 MONTHS

See Appendix 4

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

SECTION 2 SICK AND PERSONAL DAYS

The Newark Board of Education hereby agrees that the teacher sick days and personal days leave policy will be provided for School Clerks.

SECTION 3 JOB DESCRIPTION

A. CIVIL SERVICE COMMISSION

The job description for School Clerks will be the Civil Service Commission (“CSC”) job description for School Clerks to which there will 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 CSC for absent teachers.

B. NO DICTATION

The Newark Board of Education agrees that School Clerks will not be required to take dictation as a condition of employment.

SECTION 4 OVERTIME

School Clerks working overtime will, at the discretion of the Superintendent or designee, 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 (½) hour prior to the time pupils begin their official school day and terminate after completion of seven (7) hours of work, not to include the lunch period of the clerk, which will be no less than the lunch period of pupils in the school.

B. NON-COMPULSORY OVERTIME

Schools clerks will 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 will receive two (2) ten minute breaks each day, one in the morning and one in the afternoon.

D. MONITOR OR SUPERVISE STUDENTS

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

SECTION 6 – LONGEVITY FOR CLERKS AND AIDES

Longevity increments will be paid starting in the 15th, 20th, 25th, 30th, 35th and 40th year of employment, which will 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.

Employees hired after April 1, 2017 will not be eligible for longevity during their career in the District. The 35th and 40th tiers are only for employees hired on or before the first day of 1993-1994 school year. For the purpose of this section, employees who were in the NTU bargaining unit prior to April 1, 2017 will not treated as new hire if they moved to a non-NTU position in the Newark Board of Education and return to the NTU bargaining unit without interruption in service.

The following longevity amounts will be added to a staff member's base salary as follows (these amounts reflect the *total* amount of compensation added to a staff member's base salary at the requisite tier, and are not additional cumulative amounts at each tier):

Years	Clerks	Aides
15th Year	\$2,100	\$600
20th Year	\$4,000	\$1,000
25th Year	\$8,000	\$2,000
30th Year	\$9,500	\$2,500
35th Year*	\$11,600	\$3,100
40th Year*	\$14,100	\$3,700

*Only for employees hired on or before the first day of 1993-1994 school year.

ARTICLE IX - CULTURAL PLURALISM

BILINGUAL AND MULTI-LINGUAL TEACHERS

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

ARTICLE X - LEAVES / RETIREMENT / RESIGNATIONS

SECTION 1 SICK AND PERSONAL LEAVE FOR TEACHERS AND PROVISIONAL/PERMANENT EMPLOYEES EXCLUDING PER DIEM EMPLOYEES

A. NUMBER OF SICK DAYS GRANTED

Employees will be granted twelve (12) sick days in each school year for illness, which will be prorated to the closest whole number if employed less than a full year. Employees may take half sick days if they work provided that they work at least for 3.5 hours from the start of the school day or 3.5 hours from the end of the school day. Employees may not take half sick days on half-days or delayed opening days.

B. UNUSED SICK DAYS

Unused sick leave will be accumulated without limit.

C. EXHAUSTED SICK DAYS

In the event that a teacher's accumulated sick leave has been exhausted and the teacher certifies to the Newark Board of Education that they are unable to teach due to an extended illness, then the Newark Board of Education may, consistent with its present practice, grant additional sick leave to such teacher with pay.

A sick bank will be established in accordance with N.J.S.A. 18A:30-11 to be implemented upon completion of a Memorandum of Agreement. The sick day bank will replace the donor day policy, contingent on the District and the Union establishing and implementing a set of rules by which the sick day bank will be governed, prior to the replacement of the donor day policy.

D. MEDICAL CERTIFICATE

In cases of sick leave claimed in excess of three (3) or more consecutive working days, an employee will provide reasonable documentation that the leave is being taken for a purpose permitted pursuant to N.J.S.A. 18A:30-1.a. Approval of reasonable documentation will not be unreasonably withheld. It should be emailed, faxed, hand-delivered, or sent via certified mail directly to the office of Administrative Services at the Newark Board of Education's administrative offices. The form should not be submitted to your school or department.

A medical certificate will not be required after approval of an employee's Family Medical Leave (FML) for the period time covered by the FML.

E. NUMBER OF PERSONAL DAYS GRANTED

Employees will be granted five (5) days leave annually for personal reasons without explanation. Where possible, teachers must notify the Principal of use of a personal day at least 48 hours prior to said use. If teachers are going to take two consecutive personal days, they must notify the Principal 48 hours prior to said use. Teachers will be permitted to use a half personal day provided they submit a written request for same to their building Principal at least two (2) days in advance and the Principal approves the request. The District Superintendent at his/her discretion may grant additional personal leave days if the reason warrants it.

Three of the five personal days are eligible to roll over to sick days the following year if they are not utilized by the employee. Personal days will 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 five (5) personal days, employees hired between October 16 and March 15 will be granted three (3) personal days, employees hired on or after March 16 will be granted one (1) personal day.

F. SEXUAL EQUALITY OF LEAVE PRIVILEGES

All employees will be accorded the same leave privileges.

G. ABSENCES DURING SCHOOL CLOSURE

When a school or the schools are closed due to emergencies (inclement weather, etc.) any employee who was previously scheduled to be absent that day for sick, personal, or intermittent FLA or FMLA leave will not be charged with a day of absence.

H. PRORATED SICK DAYS WHEN RETURNING FROM LEAVE OF ABSENCE

Employees hired or returning from leaves of absences on or after (October 15) will receive sick leave on a pro-rated monthly basis predicated upon fifteen (15) days per school year. The above will also apply to regular teachers in the Newark Evening High School who will be pro-rated based on twelve (12) days per year.

I. ANNUAL CONVERSION OF UNUSED PERSONAL DAYS

Employees who use no more than a total of five (5) sick and/or personal days during a school year may at their option, either (1) receive compensation for the unused personal days at the end of the school year or (2) carry over the unused days to the next school year as accumulated sick leave days.

The rates are as follows:

Teachers/Child Study Team	\$200.00 per day, \$1,000 maximum payment
School Clerks	\$135.00 per day, \$675 maximum payment
Permanent Aide	\$100.00 per day, \$500 maximum payment

Election must be made by the last day of the school year. No employee will be allowed to increase his or her accumulated leave by any combination of unused sick and personal days by more than 15 days in any one year pursuant to N.J.S.A. 18A:30-7.

SECTION 2 MATERNITY LEAVE

A. LENGTH OF MATERNITY LEAVE

Upon certification by a competent physician and application by a teacher, the Newark Board of Education will grant leave for maternity and child care for a period of no more than one (1) year.

B. RETURN TO SERVICE

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

C. 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 will 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 will count as a full year, consistent with Article XIV.1.B.5.

D. SENIORITY RIGHTS DURING MATERNITY LEAVE

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

SECTION 3 MILITARY LEAVE

A. INDUCTED TEACHER

Military Leaves of absence will be granted without pay according to the Uniformed Services Employment and Reemployment Rights Act ("USERRA") 38 U.S.C. 403, et seq., for up to five (5) years to any person who is absent from a job because of uniformed service. USERRA applies to all leaves of absence for all categories of military leave except "State Active Duty" or Governor "call ups," which are protected under N.J.S.A. 38:23C-20a.

B. SALARY SCHEDULE PLACEMENT

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

C. REINSTATEMENT AND SENIORITY

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

D. RESERVE DUTY

Teachers called for active reserve duty for periods of two (2) weeks or less will suffer no loss of pay or benefits for up to 90 days per year, pursuant to N.J.S.A. 38A:4-4a.

SECTION 4 EXISTING LEAVE POLICY

No deduction of salary of a regular employee will 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 or around the funeral date, provided that the employee submits proof of the funeral date and travel itinerary, where applicable, to the District. The immediate family and household are defined as follows: spouse, domestic partner, civil union partner, child (including stepchild and foster child), parent (including parent-in-law and stepparent), sibling, grandparent, grandchild, legal ward and legal guardian.

B. COURT SUBPOENA

Absence on account of court subpoena if the subpoena is related to their employment with the Newark Public Schools or related to a civic responsibility such as a witness to an accident.

C. QUARANTINE

Quarantine as defined by Newark Board of Education's Health Services Office and the employee's physician.

D. EXCUSED ATTENDANCE AT CONFERENCE

Attendance at conferences when excused by the Superintendent or designee.

E. MARRIAGE

The 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 will continue to receive full benefits provided by the Newark Board of Education 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 Board of Education after any leave will be returned to a position within their area of certification and tenure status, as necessary, within the District. Should the position be a different position than what they previously taught then all consideration given to the employee should be the same as that given to a new hire in a position. Sufficient time should transpire until that teacher is formally observed, evaluated, and support documentation should be provided.

SECTION 6 NOTICE OF RESIGNATION/SEPARATION

All teachers and certificated employees of the Newark Teachers Union will provide sixty (60) days' notice of their resignation to the Department of Human Resources Services. The Newark Board of Education will continue its practice of including such a clause in the annual employment contract for teachers and certificated employees. Upon request, the Board, within its sole discretion, may waive all or part of the notice period. If the Board invokes the separation provision(s) of the employees' annual contract, the Board will provide the employee with 60 days' pay and benefits in lieu of the required notice in the annual contract, unless the separation is "for cause" as defined in this Agreement.

SECTION 7 RETIREMENT (Effective July 1, 2004)

A. 90 DAYS NOTICE FOR RETIREMENT

Employees who retire must give the Newark Board of Education 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.

Effective July 1, 2012 the following notification is required for retirement effective July 1:

1. For retirement effective July 1:

- i. An educator who provides notification by April 1 of the school year will receive the current formula for pay for accumulated days. An estimate of the benefit based on the days held at the point of notification will be provided, adjusted by later utilization of days or additional accumulation of days.
- ii. An educator who provides notice prior to February 15 will be paid a premium of 5% over the amount for which s/he would be entitled if s/he provided notice of at least 90 days.
- iii. An educator who provides notice prior to December 1 of the school year in which s/he will retire will receive a maximum premium of 10%.

2. For notification of retirement effective any date (July 1 or otherwise) – In the event an educator does not provide notice within the 90-day required deadline, the following deductions will be made:

- i. A deduction of 5% will be made for notice between 60-89 days in advance of the effective retirement date.
- ii. A deduction of 10% will be made for notice between 30-59 days in advance of the effective retirement date.
- iii. A deduction of 75% will be made for failing to provide at least 30 days' notice in advance of the effective retirement date.

3. A person with extenuating circumstances may seek a waiver of the penalty if approved by the District. Such approval will not be unreasonably withheld. Significant changes in the lifestyle of an individual, such as the health of the individual or their spouse/partner or other significant family member, death or divorce or separation would be among those changes considered. Approval for waiver of the penalty will be within the sole discretion of 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	Effective 2009-2010
Teachers -	\$125
Secretaries -	\$ 80
Aides -	\$ 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. 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	Effective 2009-2010
Teachers -	\$135
Secretaries -	\$ 90
Aides -	\$ 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.

SECTION 7-NEW JERSEY FAMILY LEAVE ACT / FEDERAL FAMILY & MEDICAL LEAVE ACT

A. FULFILLING REQUIREMENTS FOR NJFLA OR FMLA

Employees taking leave pursuant to either the New Jersey Family Leave Act (NJFLA) 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

- a. Eligible employees who meet the Department of Labor requirements will have up to 12 weeks of unpaid leave during any 12-month period.
- b. Employees will not accrue seniority while on unpaid Family Leave.
- c. Employees seeking time off under the NJFLA cannot utilize such time for their own illness or medical condition. If an employee has exhausted all of his or her time under the FMLA due to his or her disability, the employee may be entitled to additional time under the NJFLA to care for a sick child, spouse or parent.
- d. The FMLA provides up to twelve weeks in a 12-month period, rather than a 24-month period as provided in the NJFLA.

C. ATTENDANCE IMPROVEMENT PLAN

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

ARTICLE XI - PROMOTIONS - NOTICE OF VACANCIES

A. PROMOTIONAL POSITIONS

1. 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 District Superintendent, Assistant District Superintendent (Deputy), Assistant 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 NTU or promotional position vacancy will clearly state all qualifications, requirements, duties and any other pertinent information respecting the vacancy. Each such notice will be posted online and notice of said posting will be provided to the Union.

3. TIME OF POSTING FOR VACANCIES

All notices of vacancies will be posted and otherwise publicized no less than ten (10) calendar days prior to the time at which the receiving of applications for said vacancies is closed and Newark Board of Education will notify the Union of such postings.

4. RIGHT TO APPLY FOR PROMOTIONAL POSITIONS

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

ARTICLE XII - HEALTH BENEFITS

A. SUPPLEMENTAL FRINGE BENEFITS FUND

The District will provide supplemental fringe benefits to the NTU members, their dependents, and family members, for the duration of this Agreement. This includes, but is not limited to, the continued provision of dental, vision, and prescription drug benefits. The District agrees to provide dental coverage and benefits that, pursuant to applicable law, are equal to or better than the current dental coverage offered by Aetna Insurance Company. The District agrees to provide vision coverage and benefits that, pursuant to applicable law, are equal to or better than the current coverage offered by Aetna Insurance Company. The District agrees to provide prescription drug coverage that, pursuant to applicable law, are equal to or better than the current prescription drug coverage provided by Benecard under the agreement dated February 1, 2016.

The District will notify the NTU of any decision to change an existing supplemental fringe benefit provider no later than ninety (90) days before the date of any such change. Any time prior to forty-five (45) days before the date of any such change, a Joint Committee will meet to discuss any such change. The District will appoint District Committee Members and the NTU will appoint NTU Members to attend the Joint Committee Meeting. Within ten (10) days of this meeting, the Joint Committee will discuss suggestions, recommendations and/or consultations, if any, regarding the proposed change, but such suggestions, recommendations and/or consultations will be non-binding. The Parties acknowledge and agree that selection of any and all benefit providers is a matter of managerial prerogative and is within the sole discretion of the District, provided that such selection is made in accordance with the law including the law involving the change in the level of benefits.

All aspects of the administration of benefits will be performed by the Newark Public Schools Benefits Department in accordance with this Agreement, District policy, and applicable law.

B. HEALTH BENEFITS PLAN

The parties agree that effective following upon the ratification of the MOA, all NTU members in PPO10, PPO15, and PPO15/25 health insurance plans will be moved into the Direct 20/20 health benefits plan. Health benefit contributions will be made in accordance with Chapter 78.

C. PRESCRIPTION

Upon ratification of the MOA, the co-payment for prescription benefits will be \$0 for generic and \$20 for brand name prescriptions for all NTU members.

D. FLEXIBLE SPENDING ACCOUNTS

NTU members have the option to contribute to their Flexible Spending Accounts and Dependent Care Accounts up to amount permitted by statute.

E. BENEFITS FOR AIDES

The same health benefits as will be available to teachers will be granted to six hour aides.

F. INSURANCE CARRIER SELECTION

The Newark Board of Education, in its sole discretion and without any duty to negotiate with the Union, may change insurance carriers during the term of the Agreement provided there is no reduction in benefits.

G. BENEFITS COMMITTEE

The Newark Board of Education establishes a health benefits committee that will meet no less than twice per year, concurrent with open enrollment periods, to review benefits options, including enhancements to dental and vision plans.

ARTICLE XIII - CO-CURRICULAR ACTIVITIES & SUPPLEMENTAL COMPENSATION

A. GENERAL PROVISIONS

1. ELIGIBILITY

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

2. MINIMUM TEACHERS ASSIGNED TO RECREATION CENTERS

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

3. SEXUAL EQUALITY OF COACHES PAY

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

4. NOTICE OF RENEWAL

Principals will inform coaches no later than ninety days after the conclusion of their respective sports seasons as to whether or not they will be retained as the coach for the following season.

B. CLUBS AND ACTIVITIES SELECTION

1. APPLICATIONS

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

2. ELIGIBILITY

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

1. REASON FOR NON-SELECTION

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

2. PREFERENCE FOR POSITION

Any teacher whose idea for a new activity is accepted will have first preference for that position.

C. CO-CURRICULAR COMPENSATION PAY DATES/INSTALLMENTS

1. PAY DATES AND INSTALLMENTS

Stipend payments for year-long activities will be made in four equal installments (the fifth, tenth, fifteenth, and twentieth paychecks of the year), while payments for coaching will be made in two (2) equal installments.

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

2. CO-CURRICULAR COMPENSATION SALARY GUIDE

Effective September 1, 2024 all extracurricular stipend amounts are as follows:

Category	Level	Rate
Academic Coach	Per season	\$3,000
Advisor	Eighth Grade	\$3,000
	Junior, Sophomore, Freshman	\$3,000
	Senior Class	\$7,000
	Literature	\$4,172
	Student Council	\$4,500
Artistic Production ¹	Director (K-12)	\$7,500
	Middle School Coach	\$7,500
Band Director (Concert, Jazz, Latin, etc.)	Director	\$7,500
	Assistant Director	\$4,000
Baseball	Secondary Head Coach	\$10,000
	Secondary Assistant Coach	\$7,500
	Elementary Coach	\$5,300
Basketball	Secondary Head Coach	\$11,000
	Secondary Assistant Coach	\$8,000
	Elementary Coach	\$5,600
Bowling	Head Coach	\$7,100
Chaperones ²		\$300
Club Sponsors		\$1,500
Concerts (Tier One) ³		\$300
Concerts (Tier Two) ⁴		\$1,500
Cheerleader	Secondary	\$6,000
	Advisor (Elementary)	\$4,500
Culinary Staff (Annual)	Leader	\$12,000
Debate	City Wide Coordinator	\$16,000
	Secondary Head Coach	\$12,000
	Elementary	\$7,300
eSports (annual)	Coach	\$4,000
Faculty Managers	Secondary	\$8,500
Fencing	Coach	\$7,079
Field Hockey	Coach	\$8,000
	Assistant Coach	\$6,500
Football	Secondary Head Coach	\$12,800
	Secondary Assistant Coach	\$9,000

Category	Level	Rate
Future Teacher	Mentor	\$4,500
	Coordinator	\$5,000
Golf	Coach	\$6,500
Gymnastics	Coach	\$9,272
National Honor Society		\$4,000
National Junior Honor Society		\$2,000
Hospitality Staff (annual)	Leader	\$12,000
Ice Hockey, High School	Coach	\$8,000
Ice Hockey, Middle School	Coach	\$5,600
Lacrosse	Coach	\$8,000
	Assistant Coach	\$6,500
Marching Band	Director	\$8,000
	Assistant Director	\$4,500
Model UN Team	Advisor	\$5,100
Newspaper	Senior High	\$6,500
	Elementary	\$3,000
Robotics	City Wide Coordinator	\$12,000
	Secondary Head Coach	\$10,253
	Elementary	\$6,000
Skiing	Coach	\$7,300
Soccer	Secondary Head Coach	\$9,500
	Secondary Assistant Coach	\$7,000
	Elementary	\$5,300
Softball	Secondary Head Coach	\$10,000
	Secondary Assistant Coach	\$7,500
	Elementary Coach	\$5,049
Special Olympics	District Wide Coordinator	\$5,500
Student Activities	Coordinator	\$8,500
Swimming	Coach	\$7,500
Tennis	Secondary Head Coach	\$7,000
Track - Cross Country	Secondary Head Coach	\$7,000
	Secondary Assistant Coach	\$6,300
Track - Indoor	Secondary Head Coach	\$8,500
	Secondary Assistant Coach	\$6,300
Track – Outdoor	Secondary Head Coach	\$9,300
	Secondary Assistant Coach	\$7,300
Track - Elem.	Elementary Coach	\$5,049
Treasurer - High School	Enrollment over 1000	\$7,200

Category	Level	Rate
	Enrollment under 1000	\$6,200
Treasurer - Eighth Grade	4-6 Classes	\$4,000
	1-3 Classes	\$2,500
Volleyball	Secondary Head Coach	\$8,000
	Secondary Assistant Coach	\$6,500
Winter Guard (Drill Team)	Secondary Head Coach	\$6,500
Wrestling	Secondary Head Coach	\$8,500
	Secondary Assistant Coach	\$6,500
Yearbook	Senior High	\$7,500
	Elementary	\$3,000

¹ Artistic Productions are works that involve but are not limited to: (1) five or more after school rehearsals during the preparation time; (2) rehearsals spanning minimally one or two months for preparation; (3) coordination of guest or supporting artist; (4) coordination of rehearsal schedules with students and supporting artist(s); (5) coordination, ordering/making of costuming, sets, or props; (6) two or more night runs of the production/two or more productions of the show; (7) dress or technical rehearsal(s); (8) post production work; and (9) other work, as applicable.

² Including Directors, Coaches, and Advisors who accompany students on overnight trips (\$300 per overnight).

³ Tier 1 Concert Pay involves work that: (1) is derived from an in-class ensemble; (2) includes one after-school rehearsal during the relevant preparation time; (3) is a single run of the concert; and (4) is a production in-school assembly (i.e., monthly recognition showcases). Additional after-school work, not included above, will be subject to the supplement pay process.

⁴ Tier 2 Concert Pay is for work that: (1) is derived from an in-class ensemble; (2) includes two to three after-school rehearsals during the preparation time; (3) includes rehearsals spanning one or two weeks to prepare; (4) includes coordination of rehearsal schedules; (5) includes coordination of costuming; (6) includes a single run of the show; and (7) a dress or technical rehearsal.

ARTICLE XIV - TEACHERS SALARY

SECTION 1 TEACHER SALARY GUIDES

A. PERFORMANCE PAY

Newark Public School will continue to implement a new educator evaluation system with four summative rating categories.

The granting of employment and adjustment increments is not automatic. Employment and/or adjustment increments may be withheld for performance and/or disciplinary reasons in accordance with N.J.S.A. 18A:29-14.

B. MOVEMENT ON GUIDES

1. Teacher initially employed with prior experience will not be placed on a salary guide step that is higher than the salary guide step of a teacher whose total

teaching experience is in the Newark Public Schools except as permitted by Article XIV.1.H and I.

2. Employees hired between July 1st and October 15th will advance one step on the salary guide on July 1st or September 1st of the next school year. Employees hired between October 16th and February 28/29th will advance on the salary guide the next school year. Employees hired on or after March 1st will remain on the step on which the employee was hired. Step advancement on the salary guide is not automatic and is contingent upon effective performance.
3. Ten-month staff members must work a minimum of ninety-one days of the school year to be eligible for advancement on the salary guide (paid leave of absence days will not count toward this requirement). Any staff member working ninety days or less during the year will remain on the same step in the following year of employment, which will not be considered an appealable or grievable withholding of increment, other than to challenge the number of days worked.” In addition, add similar language to that of other ten-month staff members for twelve-month staff members (i.e., one day more than half of their scheduled work days for the year).

C. SALARY GUIDES

See Appendix 1 for the Combined Teacher/CST Salary Guides

A. Legacy Salary Guides

Effective July 1, 2024, teachers who were paid on the Traditional Master’s and Traditional Doctorate guides (now Legacy guides) move to the combined Teacher/CST salary guides

B. Qualification for Movement to the Master’s and Doctor’s Guides

The teacher must submit verification (e.g., official transcripts) that the advanced degree was awarded prior to July 1st of each school year for movement on the guide. The degree must be from a duly authorized institution of higher education as defined in N.J.S.A. 18A:3-15.3. The degree must be in a field that is related to the teacher’s current or future aspiring teaching responsibilities or educational leadership as defined in N.J.S.A.18A:6-5.

C. LONGEVITY FOR TEACHERS, CSTs & ATTENDANCE COUNSELORS

Longevity increments will be paid starting in the 15th, 20th, 25th, 30th, 35th, and 40th year of permanent employment, which will 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.

Employees hired after May 15, 2017 will not be eligible for longevity during their career in the District. The 35th and 40th tiers are only for employees hired on or before the first day of 1993-1994 school year. For the purpose of this section, employees who were in the NTU bargaining unit prior to April 1, 2017 will not be treated as new hire if they moved to a non-NTU position in the Newark Board of Education and return to the NTU bargaining unit without interruption in service.

The following longevity amounts will be added to a staff member's base salary as follows (these amounts reflect the *total* amount of compensation added to a staff member's base salary at the requisite tier, and are not additional cumulative amounts at each tier):

Years	Amount
15th Year	\$2,100
20th Year	\$4,100
25th Year	\$8,200
30th Year	\$10,300
35th Year*	\$12,400
40th Year*	\$14,900

*Only for employees hired on or before the first day of 1993-1994 school year.

G. PRIOR CREDIT

1. Effective July 1, 2004, the Newark Board of Education will 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 will 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 as needed basis after consultation with the Union.

This provision is not grievable.

2. Credit on the salary schedule for prior service will be given to 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 will 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 (4) years credit on the salary guide will be granted for military service.

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

H. 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 will be given for special or critical need areas, under Emergency Certification or the Alternate Route Program.

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

I 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 will begin the 1st official day of school through and up until the last day of school.

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

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

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

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

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

J. NEW POSITIONS

Salary guides for newly created bargaining unit positions will be subject to negotiation between the Board and the Union.

K. STIPENDS

Teacher Coaches and Bilingual Needs Assessment Teachers (BNATs) shall receive a \$2,000 pensionable stipend per year so long as they are assigned to those positions.

SECTION 2 PSYCHOLOGISTS, SOCIAL WORKERS, LEARNING DISABILITY TEACHER CONSULTANTS, OCCUPATIONAL THERAPIST, AUDIOLOGIST, AND SPEECH LANGUAGE SPECIALIST SALARY GUIDE

NOTE: Effective July 1, 2024, all members of the Child Study Teams will be paid on the combined Teacher/CST salary guide.

The District will create a pool of per diem employees who may provide direct related services to students in one or more of the following areas: counseling, speech therapy, occupational therapy, and physical therapy. The employees in this pool will work at the rate of \$55/hour.

SECTION 3 PIANIST SALARY

See Appendix 10

SECTION 4 COURT REPRESENTATIVES/JOB DEVELOPER SALARY GUIDE

See Appendix 7

SECTION 5 LICENSED PRACTICAL NURSES

A. Salary Guide

See Appendix 8

- B. Licensed Practical Nurses (LPN) – Upon ratification of the MOA, LPN's will be moved from a 12-month calendar to an 11-month calendar. LPN's will be required to work each day when students are in school, including summer school. LPN's are not entitled to separate vacation days. LPN's may be required to report on staff development days.
- C. The District will provide each LPN with five (5) sets of scrubs each school year.
- D. The District will provide each LPN with a calendar for the work year

SECTION 6 COMMUNITY INTERPRETER BILINGUAL SALARY GUIDE

See Appendix 6

SECTION 7 INSTRUCTIONAL SPECIALISTS SALARY GUIDE

See Appendix 3

SECTION 8 SIX HOUR AIDES SALARY GUIDE

See Appendix 5

SECTION 9 EDUCATIONAL INTERPRETERS SALARY GUIDE

See Appendix 6

SECTION 10 PER DIEM TEACHER RATE GUIDE

The pay rate for per diem teachers with sixty (60) credits and for per diem teachers with a Bachelor's Degree. are set forth below:

Position	24-25	25-26	26-27	27-28	28-29
Per Diem Teacher	\$150	\$155	\$160	\$165	\$170
with BA	\$180	\$185	\$190	\$195	\$200

SECTION 11 PER DIEM AIDE PER HOUR GUIDE

The pay rate for per diem (six hour) aides will be as set forth below:

Position	24-25	25-26	26-27	27-28	28-29
Per Diem Aide (Daily)	\$105	\$110	\$115	\$120	\$125
Per Diem Aide (Hourly)	\$16.58	\$17.37	\$18.16	\$18.95	\$19.74

SECTION 12 PER DIEM SCHOOL CLERKS PER DAY RATE

The pay rate for per diem school clerks will as set forth below:

Position	24-25	25-26	26-27	27-28	28-29
Per Diem Clerk (Daily)	\$110	\$115	\$120	\$125	\$130
Per Diem Clerk (Hourly)	\$15.71	\$16.43	\$17.14	\$17.86	\$18.57

SECTION 13 REGULAR PAY DAYS

Escrow checks for 12-month options will also be distributed on the last day. These escrow checks will be delivered on the last day of school.

For actual pay dates, refer to the Newark Board of Education's Employee Pay Calendar for the school year in question.

SECTION 14 INCORRECT SALARY

If an employee claims that they have been receiving an incorrect salary applicable to them and their claim is found to be in fact correct, the salary payments of the employee will be immediately corrected by the Payroll Department and retroactive payment will be made to the employee for a period that will not exceed four (4) years plus the balance of the school year during which the error is discovered. Such adjustment will also be made if such an incorrect placement is discovered by the Payroll Department even if the employee makes no claim.

SECTION 15 EQUIVALENCY CREDITS

Teachers who advance to a salary guide column above Bachelor's column prior to June 30, 2019, and whose advancement was based on 'equivalency credits' will remain on the higher legacy column for either the duration of their employment with the Newark Public Schools or until the teacher moves from the legacy Master's guide to the legacy Doctorial guide.

SECTION 16 CORRECTING PAYROLL ERRORS

Payroll errors will be corrected by the next payroll.

SECTION 17 SALARY HOLD BACK

Paychecks for regularly employed aides will be issued on the same day on which paychecks for teachers are issued.

SECTION 18 TIME REPORTS

A. FIRST AND LAST PAYROLLS

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 17, 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, will 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 will bring to the Newark Board of Education Payroll Division on the last working day a final time report indicating absences for the last three (3) working days.

B. PER DIEM SUBSTITUTE TIME REPORTS

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

SECTION 19 PAYDAYS

A. 10 OR 12 MONTH OPTION

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

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

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

Option 2: Four (4) checks paid throughout the summer. An escrow deduction, regardless of option selected, will 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 will 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 Board of Education's Employee Pay Calendar for the school years 2024-2029, which will be based on the Newark Board of Education calendar.

SECTION 20 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 (1/2) plus one (1) of the work days per month to be eligible for the payment.

SECTION 21 COMPENSATION FOR GUIDANCE COUNSELORS

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

SECTION 22 RECREATION DIRECTORS

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

SECTION 23 PAYROLL CHECK PICKUP FOR ITINERANTS

An itinerant teacher or librarian will be given the option of selecting one of the schools in which s/he works as the site at which s/he will receive his/her regular payroll check. Such a selection will 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 24 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 will be reimbursed for use of their cars in the performance of official work traveling from one (1) work site to another work site.

B. TRAVELING TO MORE THAN ONE SITE

Reimbursement will be given only if the worker must travel to more than one (1) site during the school day. No reimbursement will be made if the employee remains on his/her work site for the entire day.

C. DEPARTURE POINT

The departure point will be the individual's scheduled work location in computing the cost.

D. PUBLIC TRANSPORTATION OR MILEAGE ALLOWANCE

Reimbursement will be either the cost of public transportation if used, or the rate established by the NJOMB if a private automobile is used.

E. MONTHLY VOUCHERS

Vouchers for travel reimbursement will be prepared monthly and will be submitted to the director of their division for review and approval by the fifth (5th) day of the month.

F. REIMBURSEMENT WITHIN 30 WORKING DAYS

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

ARTICLE XV CAREER LADDER PROGRAM

This Article has been deleted by mutual agreement.

ARTICLE XVI - EMPLOYEE ASSISTANCE PROGRAM

The Newark Board of Education has established a joint Labor/Management Program for the purpose of helping the individual with alcoholism or chemical dependency to recover. The Employee Assistance Program ("EAP") has been constructed and designed to achieve rehabilitation, rather than for employee displacement. Should the employee be required to attend the EAP program and fail to do so, that will be grounds for disciplinary action.

ARTICLE XVII - FEDERAL SUPPLEMENTAL FUNDING

The Newark Board of Education 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 Board of Education 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 - MATTERS NOT COVERED

SECTION 1 SUPERSEDED POLICY, RULE OR REGULATION

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

SECTION 2 NO CHANGES: WAGES, HOURS, CONDITIONS

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

SECTION 3 NEW CONTRACT NEGOTIATIONS

Negotiations on a new contract will commence no later than January of the year the contract is set to expire, and upon the District's receipt of a written request to commence negotiations from the Union. Negotiations for a new contract are subject to N.J.S.A. 34:13A-1 et. seq.

SECTION 4 SUBCONTRACTING

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

ARTICLE XIX- 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 six (6) hour aides, school clerks and non-administrative instructional personnel are established by the Newark Board of Education, the Newark Board of Education will 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 employees is within the jurisdiction of its bargaining unit it will make such demand to the Newark Board of Education in writing. The Newark Board of Education will 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 will 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 Board of Education 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, will be implemented.

ARTICLE XX - TUITION REIMBURSEMENT

SECTION 1 TEACHERS

The Newark Board of Education agrees to reimburse the cost of tuition not to exceed \$600 per credit for course receiving prior approval by the District. Teachers are eligible to take up to two courses per session: fall, winter, spring, summer 1, and summer 2.

To be eligible for tuition reimbursement, courses will 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.

The District will grant approval for tuition reimbursement for graduate level courses in instructional methodologies, learning theory, etc. (see below) and for non-credit professional programs

Courses for credit 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 maybe approved on an individual basis by the District whose decision is final and not subject to the grievance procedure.

Courses which include study in the following areas will 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 will 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

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

B. Written approval for tuition reimbursement must be received from the District prior to registration on a prescribed form.

C. One hundred percent (100%) payment for the above will 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 (and/or a passing grade in a pass/fail course). Fifty percent (50%) reimbursement will be for grade of 'C'. The employee will not receive any reimbursement for a failing grade in a pass/fail course.

D. The Newark Board of Education will minimally allocate a sum of \$315,000 for the school year. This amount will increase by \$40,000 every school year, starting with the 2024-2025 school year, provided that the membership uses all of the funding allotted in the prior school year.

These funds will 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. Employees who receive tuition reimbursement under this section must remain employed by the District for a minimum of three (3) years following completion of the reimbursed classwork. Failure to remain employed by the District will require the employee to reimburse the District a prorated share of the classwork, based upon the number of months employed after completion. A committee consisting of two (2) District and two (2) Union representatives will meet on a quarterly basis to review the program.

SECTION 2. HIGH NEED AREAS

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

2.. Teachers who participate in this program must remain in the employ of the Newark Public Schools for a minimum of three (3) years following completion of the degree. Failure to remain with the Newark Public Schools will require the teacher to reimburse the school district a proportionate share of the funds received based on the number of months the teacher remained in the employ of the Newark Public Schools. Teachers whose employment with the Newark Public Schools is involuntarily terminated for any reason will not be subject to this reimbursement requirement.

3. Upon completion of the degree the teacher must seek certification in the hard to staff area of certification as soon as a vacancy is available.

SECTION 3 CLERKS & AIDES

A. Thirty thousand dollars (\$30,000) per year will 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. This amount will increase by \$10,000 every school year, starting with the 2024-2025 school year, provided that the membership uses all of the funding allotted in the prior school year.

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

C. Employees who receive tuition reimbursement under this section must remain employed by the District for a minimum of three (3) years following completion of the reimbursed classwork. Failure to remain employed by the District will require the employee to reimburse the District a prorated share of the classwork, based upon the number of months employed after completion.

ARTICLE XXI - PEER COACHES AND/OR MENTOR TEACHERS

SECTION 1 EDUCATIONAL RESEARCH AND DEVELOPMENT

The Newark Board of Education will facilitate the presentation of the AFT program that addresses classroom organization and management. A team trained in this program from the Union will present the program. Each new teacher will be engaged in this one (1) day program. The Newark Board of Education will arrange for the availability of the trainees. The Newark Board of Education will accommodate the release time for the Union designated trainers.

A. The Newark Board of Education will contribute one-half (1/2) of the cost of co-sponsored Educational Research and Development (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 Board of Education 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) will be assigned to a specific high school or central office location. The Coordinator will teach or otherwise be involved in the instructional program at his/her respective high school or central office location for forty percent (40%) of his/her workday. For the remainder of the in-school workday the Coordinator will have district-wide responsibilities at a location or locations designated by the Superintendent or her/his designee.

SECTION 2 MENTOR PROGRAM

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

SECTION 3 IN-SERVICE COURSES: NATIONAL TEACHERS EXAMINATION

The Newark Board of Education agrees to continue its practice of conducting In-Service Courses designed to help provisional appointees and long-term substitutes to prepare for the National Teachers Examinations. Such courses will be continued provided that at least fifteen (15) candidates are in attendance.

SECTION 4 ONE DAY TRAINING WORKSHOP SPONSORED BY UNION AND NEWARK BOARD OF EDUCATION

The Newark Board of Education and the Union will jointly sponsor an annual one (1) day training and development workshop. The workshop will be held on a day on which the schools

are closed and attendance by teachers, clerks and aides will be voluntary. The Newark Board of Education and the Union will equally share the cost of the workshop.

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

ARTICLE XXII - AVAILABILITY OF CONTRACT

The parties agree to work collaboratively to develop a Collective Negotiations Agreement based upon the terms and conditions of this MOA. After the parties have executed the mutually agreed upon Collective Negotiations Agreement, the parties will determine the number of printed copies and allocation of costs of same will be shared equally by the District and NTU. Printing of said Agreement will occur in a Union facility or an in-district facility.

ARTICLE XXIII - NO STRIKE

SECTION 1 NO STRIKE, WORK STOPPAGE OR REFUSAL TO WORK

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

SECTION 2 NO LOCKOUTS

The Newark Board of Education agrees that during the period of this Agreement, there will be no lockouts of the employees covered by this Agreement or instigation thereof.

ARTICLE XXIV - CONFORMITY TO LAW AND SAVINGS

If any provision of this Agreement is or will at any time be determined contrary to law by a court or competent jurisdiction, then such provision will not be applicable or performed, or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or will at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement will continue in effect.

ARTICLE XXV - WORKPLACE DEMOCRACY ENHANCEMENT ACT

The Newark Board of Education and the Union will comply with the terms of the New Jersey Workplace Democracy Enhancement Act.

ARTICLE XXVI – CORRECTIONS OR OMISSIONS

The parties mutually agree that any omission or error in the memorandum signed between the parties will be corrected within 15 days after written notification of such omission or error has been given to the other party and both parties agree thereto.

ARTICLE XXVII - DURATION

This Agreement and each of its provisions will be binding and effective as of the 1st day of July 2024 and will continue in full force and effect until and through the 30th day of June 2029.

Appendix 1 – Teacher and Child Study Team Salary Guides

2024-2025

Step	BA	MA	PhD
A	\$65,000	\$67,000	\$69,500
B	\$65,250	\$67,250	\$69,750
C	\$65,500	\$67,500	\$70,000
D	\$66,000	\$68,000	\$70,500
E	\$66,500	\$68,500	\$71,000
F	\$67,000	\$69,000	\$71,500
G	\$68,625	\$70,625	\$73,125
H	\$71,125	\$73,125	\$75,625
I	\$74,000	\$76,000	\$78,500
J	\$78,125	\$80,125	\$82,625
K	\$83,125	\$85,125	\$87,625
L	\$88,125	\$90,125	\$92,625
M	\$95,625	\$97,625	\$100,125
N	\$102,125	\$104,125	\$106,625
O	\$103,125	\$105,125	\$107,625
P	\$105,000	\$107,000	\$109,500

Appendix 1 – Teacher and Child Study Team Salary Guides

2025-2026

Step	BA	MA	PhD
1	\$67,000	\$69,125	\$71,375
2	\$67,500	\$69,625	\$71,875
3	\$68,000	\$70,125	\$72,375
4	\$68,500	\$70,625	\$72,875
5	\$69,000	\$71,125	\$73,375
6	\$70,000	\$72,125	\$74,375
7	\$71,000	\$73,125	\$75,375
8	\$72,000	\$74,125	\$76,375
9	\$74,500	\$76,625	\$78,875
10	\$79,000	\$81,125	\$83,375
11	\$84,000	\$86,125	\$88,375
12	\$90,000	\$92,125	\$94,375
13	\$96,250	\$98,375	\$100,625
14	\$103,250	\$105,375	\$107,625
15	\$105,250	\$107,375	\$109,625
16	\$107,250	\$109,375	\$111,625

Appendix 1 – Teacher and Child Study Team Salary Guides

2026-2027

Step	BA	MA	PhD
1	\$70,000	\$72,250	\$74,750
2	\$70,500	\$72,750	\$75,250
3	\$71,000	\$73,250	\$75,750
4	\$71,500	\$73,750	\$76,250
5	\$72,000	\$74,250	\$76,750
6	\$73,000	\$75,250	\$77,750
7	\$74,000	\$76,250	\$78,750
8	\$75,500	\$77,750	\$80,250
9	\$77,000	\$79,250	\$81,750
10	\$80,000	\$82,250	\$84,750
11	\$84,500	\$86,750	\$89,250
12	\$90,375	\$92,625	\$95,125
13	\$96,500	\$98,750	\$101,250
14	\$104,000	\$106,250	\$108,750
15	\$107,500	\$109,750	\$112,250
16	\$110,000	\$112,250	\$114,750

Appendix 1 – Teacher and Child Study Team Salary Guides

2027-2028

Step	BA	MA	PhD
1	\$72,000	\$74,375	\$77,375
2	\$72,500	\$74,875	\$77,875
3	\$73,000	\$75,375	\$78,375
4	\$73,500	\$75,875	\$78,875
5	\$74,000	\$76,375	\$79,375
6	\$74,500	\$76,875	\$79,875
7	\$75,500	\$77,875	\$80,875
8	\$76,250	\$78,625	\$81,625
9	\$78,250	\$80,625	\$83,625
10	\$80,250	\$82,625	\$85,625
11	\$84,750	\$87,125	\$90,125
12	\$90,375	\$92,750	\$95,750
13	\$96,625	\$99,000	\$102,000
14	\$104,125	\$106,500	\$109,500
15	\$110,250	\$112,625	\$115,625
16	\$114,250	\$116,625	\$119,625

Appendix 1 – Teacher and Child Study Team Salary Guides

2028-2029

Step	BA	MA	PhD
1	\$74,000	\$76,500	\$79,900
2	\$74,250	\$76,750	\$80,150
3	\$74,500	\$77,000	\$80,400
4	\$75,000	\$77,500	\$80,900
5	\$75,500	\$78,000	\$81,400
6	\$76,000	\$78,500	\$81,900
7	\$76,375	\$78,875	\$82,275
8	\$77,125	\$79,625	\$83,025
9	\$78,375	\$80,875	\$84,275
10	\$80,375	\$82,875	\$86,275
11	\$85,000	\$87,500	\$90,900
12	\$90,500	\$93,000	\$96,400
13	\$97,000	\$99,500	\$102,900
14	\$104,250	\$106,750	\$110,150
15	\$111,000	\$113,500	\$116,900
16	\$119,000	\$121,500	\$124,900

Appendix 2 – Teacher and CST Advancement Charts

BA, Earned MA, and Earned PhD Advancement Chart

23-24	24-25	25-26	26-27	27-28	28-29
					1
				1	⇒ 2
			1	⇒ 2	⇒ 3
		1	⇒ 2	⇒ 3	⇒ 4
	A	⇒ 2	⇒ 3	⇒ 4	⇒ 5
1	⇒ B	⇒ 3	⇒ 4	⇒ 5	⇒ 6
2	⇒ C	⇒ 4	⇒ 5	⇒ 6	⇒ 7
3	⇒ D	⇒ 5	⇒ 6	⇒ 7	⇒ 8
4	⇒ D	⇒ 5	⇒ 6	⇒ 7	⇒ 8
5-6	⇒ E	⇒ 6	⇒ 7	⇒ 8	⇒ 9
7	⇒ F	⇒ 7	⇒ 8	⇒ 9	⇒ 10
8	⇒ F	⇒ 7	⇒ 8	⇒ 9	⇒ 10
9	⇒ G	⇒ 8	⇒ 9	⇒ 10	⇒ 11
10	⇒ G	⇒ 8	⇒ 9	⇒ 10	⇒ 11
11	⇒ H	⇒ 9	⇒ 10	⇒ 11	⇒ 12
	I	⇒ 10	⇒ 11	⇒ 12	⇒ 13
12-13	⇒ J	⇒ 11	⇒ 12	⇒ 13	⇒ 14
14-15	⇒ K	⇒ 12	⇒ 13	⇒ 14	⇒ 15
16	⇒ L	⇒ 13	⇒ 14	⇒ 15	⇒ 16
17	⇒ M	⇒ 14	⇒ 15	⇒ 16	⇒ 16
18	⇒ N	⇒ 15	⇒ 16	⇒ 16	⇒ 16
19	⇒ O	⇒ 16	⇒ 16	⇒ 16	⇒ 16
20	⇒ P	⇒ 16	⇒ 16	⇒ 16	⇒ 16

Appendix 2 – Teacher and CST Advancement Charts

Legacy MA Advancement Chart

23-24		24-25		25-26		26-27		27-28		28-29
		MA		MA		MA		MA		MA
11-13	⇒	K	⇒	12	⇒	13	⇒	14	⇒	15
14	⇒	L	⇒	13	⇒	14	⇒	15	⇒	16
15	⇒	M	⇒	14	⇒	15	⇒	16	⇒	16
16	⇒	N	⇒	15	⇒	16	⇒	16	⇒	16
17	⇒	O	⇒	16	⇒	16	⇒	16	⇒	16
18	⇒	O	⇒	16	⇒	16	⇒	16	⇒	16

Legacy PhD Advancement Chart

23-24		24-25		25-26		26-27		27-28		28-29
		PhD		PhD		PhD		PhD		PhD
12-13	⇒	J	⇒	11	⇒	12	⇒	13	⇒	14
14	⇒	K	⇒	12	⇒	13	⇒	14	⇒	15
		L	⇒	13	⇒	14	⇒	15	⇒	16
15	⇒	M	⇒	14	⇒	15	⇒	16	⇒	16
16	⇒	N	⇒	15	⇒	16	⇒	16	⇒	16
17	⇒	O	⇒	16	⇒	16	⇒	16	⇒	16
18	⇒	P	⇒	16	⇒	16	⇒	16	⇒	16

Appendix 2 – Teacher and CST Advancement Charts

CST Advancement Chart

23-24	24-25	25-26	26-27	27-28	28-29
					1
				1	⇒ 2
			1	⇒ 2	⇒ 3
		1	⇒ 2	⇒ 3	⇒ 4
	A	⇒ 2	⇒ 3	⇒ 4	⇒ 5
1	⇒ B	⇒ 3	⇒ 4	⇒ 5	⇒ 6
2	⇒ C	⇒ 4	⇒ 5	⇒ 6	⇒ 7
3	⇒ D	⇒ 5	⇒ 6	⇒ 7	⇒ 8
4	⇒ D	⇒ 5	⇒ 6	⇒ 7	⇒ 8
5	⇒ E	⇒ 6	⇒ 7	⇒ 8	⇒ 9
	F	⇒ 7	⇒ 8	⇒ 9	⇒ 10
6	⇒ G	⇒ 8	⇒ 9	⇒ 10	⇒ 11
7	⇒ G	⇒ 8	⇒ 9	⇒ 10	⇒ 11
8	⇒ H	⇒ 9	⇒ 10	⇒ 11	⇒ 12
	I	⇒ 10	⇒ 11	⇒ 12	⇒ 13
9	⇒ J	⇒ 11	⇒ 12	⇒ 13	⇒ 14
10	⇒ K	⇒ 12	⇒ 13	⇒ 14	⇒ 15
11	⇒ L	⇒ 13	⇒ 14	⇒ 15	⇒ 16
12	⇒ M	⇒ 14	⇒ 15	⇒ 16	⇒ 16
13	⇒ N	⇒ 15	⇒ 16	⇒ 16	⇒ 16
14	⇒ O	⇒ 16	⇒ 16	⇒ 16	⇒ 16
15	⇒ P	⇒ 16	⇒ 16	⇒ 16	⇒ 16

Appendix 3 – Instructional Specialist Salary Guide

Step	2024-2025	Step	2025-2026	Step	2026-2027
1	\$71,794	1	\$74,063	1	\$76,374
2	\$72,322	2	\$74,608	2	\$76,935
3	\$73,370	3	\$75,688	3	\$78,050
4	\$75,352	4	\$77,733	4	\$80,159
5	\$76,637	5	\$79,059	5	\$81,526
6	\$79,366	6	\$81,874	6	\$84,428
7	\$81,090	7	\$83,653	7	\$86,262
8	\$83,119	8	\$85,746	8	\$88,421
9	\$84,448	9	\$87,116	9	\$89,834
10	\$85,518	10	\$88,220	10	\$90,973
11	\$91,174	11	\$94,055	11	\$96,990
12-13	\$96,751	12	\$99,808	12	\$102,922
14	\$102,369	13-14	\$105,604	13	\$108,899
15	\$107,988	15	\$111,400	14-15	\$114,876
16	\$114,820	16	\$118,448	16	\$122,144
17	\$120,473	17	\$124,280	17	\$128,157
18	\$122,907	18	\$126,791	18	\$130,747
19	\$125,971	19	\$129,952	19	\$134,006

Appendix 3 – Instructional Specialist Salary Guide

Step	2027-2028	Step	2028-2029
1	\$ 78,703	1	\$ 81,253
2	\$ 79,282	2	\$ 81,851
3	\$ 80,430	3	\$ 83,036
4	\$ 82,603	4	\$ 85,280
5	\$ 84,012	5	\$ 86,734
6	\$ 87,003	6	\$ 89,822
7	\$ 88,893	7	\$ 91,774
8	\$ 91,118	8	\$ 94,070
9	\$ 92,574	9	\$ 95,574
10	\$ 93,747	10	\$ 96,785
11	\$ 99,948	11	\$103,186
12	\$106,061	12	\$109,498
13	\$112,220	13	\$115,856
14	\$118,380	14	\$122,215
15-16	\$125,869	15	\$129,947
17	\$132,066	16-17	\$136,345
18	\$134,734	18	\$139,100
19	\$138,093	19	\$142,568

Appendix 4– School Clerk Salary Guides

School Clerk, 10 Month

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$43,523	\$44,899	\$46,300	\$47,712	\$49,258
2	\$43,830	\$45,215	\$46,626	\$48,048	\$49,605
3	\$44,134	\$45,529	\$46,949	\$48,381	\$49,949
4	\$44,862	\$46,280	\$47,724	\$49,180	\$50,773
5	\$45,530	\$46,968	\$48,434	\$49,911	\$51,528
6	\$47,318	\$48,813	\$50,336	\$51,872	\$53,552
7	\$49,874	\$51,450	\$53,055	\$54,673	\$56,445
8	\$54,182	\$55,894	\$57,638	\$59,396	\$61,320

Senior School Clerk, 10 Month

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$43,963	\$45,352	\$46,767	\$48,193	\$49,755
2	\$44,329	\$45,730	\$47,157	\$48,595	\$50,170
3	\$45,370	\$46,803	\$48,264	\$49,736	\$51,347
4	\$46,411	\$47,878	\$49,371	\$50,877	\$52,526
5	\$48,492	\$50,024	\$51,585	\$53,158	\$54,880
6	\$49,532	\$51,097	\$52,691	\$54,299	\$56,058
7	\$50,572	\$52,170	\$53,798	\$55,439	\$57,235
8	\$54,306	\$56,022	\$57,770	\$59,532	\$61,461

Appendix 4– School Clerk Salary Guides

Supporting Senior Clerk, 10 Month

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$46,597	\$48,069	\$49,569	\$51,081	\$52,736
2	\$46,828	\$48,308	\$49,815	\$51,335	\$52,998
3	\$47,678	\$49,184	\$50,719	\$52,266	\$53,959
4	\$48,580	\$50,116	\$51,679	\$53,255	\$54,981
5	\$49,535	\$51,100	\$52,695	\$54,302	\$56,061
6	\$50,596	\$52,195	\$53,823	\$55,465	\$57,262
7	\$51,673	\$53,305	\$54,969	\$56,645	\$58,480
8	\$54,697	\$56,426	\$58,186	\$59,961	\$61,904

School Clerk, 12 Month

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$48,302	\$49,828	\$51,383	\$52,950	\$54,665
2	\$48,606	\$50,142	\$51,707	\$53,284	\$55,010
3	\$49,137	\$50,690	\$52,272	\$53,866	\$55,611
4	\$50,129	\$51,713	\$53,327	\$54,953	\$56,734
5	\$51,148	\$52,764	\$54,410	\$56,070	\$57,886
6	\$51,784	\$53,421	\$55,087	\$56,767	\$58,607
7	\$54,004	\$55,711	\$57,449	\$59,201	\$61,119
8	\$60,704	\$62,622	\$64,576	\$66,546	\$68,702

Appendix 4– School Clerk Salary Guides

School Clerk 3, 12 Month

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$54,708	\$56,437	\$58,197	\$59,972	\$61,916
2	\$55,245	\$56,991	\$58,769	\$60,561	\$62,524
3	\$55,784	\$57,547	\$59,343	\$61,153	\$63,134
4	\$56,373	\$58,155	\$59,969	\$61,798	\$63,800
5	\$56,860	\$58,657	\$60,487	\$62,331	\$64,351
6	\$57,397	\$59,211	\$61,058	\$62,920	\$64,959
7	\$58,669	\$60,523	\$62,411	\$64,314	\$66,398
8	\$60,636	\$62,552	\$64,503	\$66,471	\$68,624

Appendix 5 – Teacher Aide Salary Guides

Teacher Aide (Less than 60 credits)

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$33,405	\$34,461	\$35,536	\$36,620	\$37,806
2	\$33,576	\$34,637	\$35,717	\$36,807	\$37,999
3	\$34,276	\$35,359	\$36,463	\$37,575	\$38,792
4	\$35,232	\$36,345	\$37,479	\$38,622	\$39,874
5	\$36,513	\$37,667	\$38,842	\$40,027	\$41,323
6	\$38,889	\$40,118	\$41,370	\$42,631	\$44,013

Teacher Aide (60+ credits)

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$34,829	\$35,929	\$37,050	\$38,181	\$39,418
2	\$35,068	\$36,176	\$37,304	\$38,442	\$39,688
3	\$36,022	\$37,160	\$38,320	\$39,489	\$40,768
4	\$36,978	\$38,146	\$39,336	\$40,536	\$41,850
5	\$37,932	\$39,131	\$40,352	\$41,583	\$42,930
6	\$40,649	\$41,934	\$43,242	\$44,561	\$46,005

Appendix 5 – Teacher Aide Salary Guides

Senior Community School Aide

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$32,264	\$33,283	\$34,322	\$35,368	\$36,514
2	\$33,194	\$34,242	\$35,311	\$36,388	\$37,567
3	\$34,123	\$35,202	\$36,300	\$37,407	\$38,619
4	\$35,053	\$36,161	\$37,289	\$38,426	\$39,671
5	\$35,983	\$37,120	\$38,278	\$39,446	\$40,724
6	\$36,913	\$38,079	\$39,267	\$40,465	\$41,776
7	\$37,842	\$39,038	\$40,256	\$41,484	\$42,828
8	\$38,772	\$39,997	\$41,245	\$42,503	\$43,880
9	\$39,702	\$40,957	\$42,234	\$43,523	\$44,933
10	\$40,632	\$41,916	\$43,224	\$44,542	\$45,985

Employees whose salary in their prior position during the 2018-19 school year exceeded step 10 on the salary guide will receive a two percent (2.0%) per year salary increase for the duration of their employment as a Senior Community School Aide.

Appendix 6 – Educational Interpreter Salary Guide

Educational Interpreter (Grade 1)

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$54,992	\$56,730	\$58,500	\$60,284	\$62,237
2	\$55,456	\$57,208	\$58,993	\$60,792	\$62,762
3	\$55,975	\$57,744	\$59,546	\$61,362	\$63,350
4	\$56,579	\$58,367	\$60,188	\$62,023	\$64,033
5	\$57,224	\$59,033	\$60,875	\$62,731	\$64,764
6	\$58,789	\$60,646	\$62,538	\$64,446	\$66,534

Educational Interpreter (Grade 2)

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$57,595	\$59,415	\$61,269	\$63,138	\$65,183
2	\$58,059	\$59,894	\$61,763	\$63,646	\$65,708
3	\$58,579	\$60,430	\$62,315	\$64,216	\$66,297
4	\$59,182	\$61,052	\$62,957	\$64,877	\$66,979
5	\$59,828	\$61,718	\$63,644	\$65,585	\$67,710
6	\$61,392	\$63,332	\$65,308	\$67,300	\$69,480

Community Interpreter

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$33,348	\$34,402	\$35,476	\$36,558	\$37,742
2	\$33,988	\$35,062	\$36,156	\$37,259	\$38,466
3	\$34,940	\$36,045	\$37,169	\$38,303	\$39,544
4	\$35,893	\$37,027	\$38,182	\$39,347	\$40,622
5	\$37,405	\$38,587	\$39,791	\$41,005	\$42,334
6	\$37,433	\$38,616	\$39,821	\$41,036	\$42,365

Appendix 7 – Court Representative Salary Guides

Court Representative (BA)

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$62,120	\$64,083	\$66,083	\$68,098	\$70,305
2	\$62,895	\$64,883	\$66,907	\$68,948	\$71,182
3	\$63,949	\$65,970	\$68,028	\$70,103	\$72,374
4	\$65,003	\$67,057	\$69,149	\$71,258	\$73,567
5	\$65,723	\$67,800	\$69,915	\$72,047	\$74,382
6	\$66,930	\$69,045	\$71,200	\$73,371	\$75,748
7	\$67,800	\$69,943	\$72,125	\$74,325	\$76,733
8	\$69,670	\$71,872	\$74,114	\$76,375	\$78,849
9	\$71,690	\$73,955	\$76,263	\$78,589	\$81,135
10	\$74,156	\$76,499	\$78,886	\$81,292	\$83,926
11	\$79,334	\$81,841	\$84,394	\$86,968	\$89,786
12	\$92,400	\$95,320	\$98,294	\$101,292	\$104,574
13	\$110,611	\$114,106	\$117,666	\$121,255	\$125,184

Appendix 7 – Court Representative Salary Guides

Court Representative (PhD)

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$64,796	\$66,844	\$68,929	\$71,031	\$73,333
2	\$66,904	\$69,018	\$71,171	\$73,342	\$75,718
3	\$67,957	\$70,105	\$72,292	\$74,497	\$76,911
4	\$69,591	\$71,790	\$74,030	\$76,287	\$78,759
5	\$70,527	\$72,755	\$75,025	\$77,314	\$79,818
6	\$71,502	\$73,761	\$76,063	\$78,383	\$80,922
7	\$72,308	\$74,593	\$76,920	\$79,266	\$81,834
8	\$74,944	\$77,312	\$79,725	\$82,156	\$84,818
9	\$77,436	\$79,883	\$82,375	\$84,888	\$87,638
10	\$78,600	\$81,084	\$83,614	\$86,164	\$88,956
11	\$91,667	\$94,564	\$97,514	\$100,488	\$103,744
12	\$113,248	\$116,827	\$120,472	\$124,146	\$128,169
13	\$114,395	\$118,010	\$121,692	\$125,404	\$129,467

Appendix 8 – Licensed Practical Nurse Salary Guide

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$51,428	\$53,053	\$54,708	\$56,377	\$58,203
2	\$51,994	\$53,637	\$55,310	\$56,997	\$58,844
3	\$54,308	\$56,024	\$57,772	\$59,534	\$61,463
4	\$56,643	\$58,433	\$60,256	\$62,094	\$64,105
5	\$58,978	\$60,841	\$62,740	\$64,653	\$66,748
6	\$61,312	\$63,250	\$65,223	\$67,213	\$69,390
7	\$63,434	\$65,439	\$67,481	\$69,539	\$71,792
8	\$70,526	\$72,754	\$75,024	\$77,312	\$79,817

Appendix 9 – Attendance Counselor Salary Guide

Attendance Counselor (hired on or after July 1, 2019)

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$56,511	\$58,296	\$60,115	\$61,949	\$63,956
2	\$58,461	\$60,308	\$62,190	\$64,087	\$66,163
3	\$60,412	\$62,321	\$64,265	\$66,225	\$68,371
4	\$62,362	\$64,333	\$66,340	\$68,363	\$70,578
5	\$64,313	\$66,345	\$68,415	\$70,501	\$72,786
6	\$66,263	\$68,357	\$70,490	\$72,640	\$74,993
7	\$68,214	\$70,369	\$72,565	\$74,778	\$77,201
8	\$70,164	\$72,381	\$74,639	\$76,916	\$79,408
9	\$72,115	\$74,393	\$76,714	\$79,054	\$81,616
10	\$74,065	\$76,405	\$78,789	\$81,192	\$83,823

Attendance Counselors with a date of hire as an Attendance Counselor prior to JULY 1, 2019, will receive a two percent (2.0%) per year salary increase for the duration of their employment as an Attendance Counselor.

Appendix 10 – Pianist Salary Guide

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$54,114	\$55,824	\$57,565	\$59,321	\$61,243
2	\$54,405	\$56,124	\$57,875	\$59,641	\$61,573
3	\$55,445	\$57,198	\$58,982	\$60,781	\$62,750
4	\$56,486	\$58,271	\$60,089	\$61,921	\$63,928
5	\$57,526	\$59,344	\$61,195	\$63,062	\$65,105
6	\$58,587	\$60,438	\$62,324	\$64,225	\$66,306
7	\$60,813	\$62,735	\$64,692	\$66,666	\$68,826
8	\$62,477	\$64,451	\$66,462	\$68,489	\$70,708

Appendix 11 – Social Service Technician Salary Guide

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$40,755	\$42,589	\$44,080	\$46,284	\$48,135
2	\$42,397	\$44,305	\$45,855	\$48,148	\$50,074
3	\$44,039	\$46,021	\$47,632	\$50,014	\$52,014
4	\$45,681	\$47,737	\$49,408	\$51,878	\$53,953
5	\$47,324	\$49,453	\$51,184	\$53,744	\$55,893
6	\$48,966	\$51,169	\$52,960	\$55,608	\$57,832
7	\$50,608	\$52,886	\$54,737	\$57,474	\$59,772
8	\$52,250	\$54,601	\$56,512	\$59,338	\$61,711

Appendix 12 – Senior Gardener Salary Guide

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$54,708	\$56,437	\$58,197	\$59,972	\$61,916
2	\$55,245	\$56,991	\$58,769	\$60,561	\$62,524
3	\$55,784	\$57,547	\$59,343	\$61,153	\$63,134
4	\$56,373	\$58,155	\$59,969	\$61,798	\$63,800
5	\$56,860	\$58,657	\$60,487	\$62,331	\$64,351
6	\$57,397	\$59,211	\$61,058	\$62,920	\$64,959
7	\$58,669	\$60,523	\$62,411	\$64,314	\$66,398
8	\$60,636	\$62,552	\$64,503	\$66,471	\$68,624

Appendix 13 – Senior Field Representative Salary Guide

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$53,721	\$55,419	\$57,148	\$58,891	\$60,799
2	\$54,902	\$56,637	\$58,404	\$60,185	\$62,135
3	\$56,083	\$57,855	\$59,660	\$61,480	\$63,472
4	\$57,264	\$59,073	\$60,916	\$62,774	\$64,808
5	\$58,444	\$60,290	\$62,171	\$64,068	\$66,143
6	\$59,624	\$61,508	\$63,428	\$65,362	\$67,480
7	\$60,805	\$62,727	\$64,684	\$66,657	\$68,816
8	\$61,986	\$63,945	\$65,940	\$67,951	\$70,153