

# MEMORANDUM OF AGREEMENT

BETWEEN

NEWARK PUBLIC SCHOOLS

and the

NEWARK TEACHERS UNION, LOCAL 481

April 24, 2017

The undersigned bargaining representatives of the Newark Public Schools (“NPS” or “District”) and Local 481, Newark Teachers Union (“NTU”), agree to recommend the terms and conditions contained in this Memorandum of Agreement (“MOA”) to their respective sides for ratification. The following is subject to ratification by the membership of the NTU and approval by the State-appointed Superintendent of Schools. All bargaining proposals that are not included herein are withdrawn. All provisions of the 2010 – 2015 Collective Bargaining Agreement that are not modified herein will be included in the successor agreement.

## A. FINANCIAL COMMITMENT FROM NPS:

Subject to the agreement on the other material terms contained herein, NPS agrees to fund the following items:

- A. 2015-16 FY: Effective July 1, 2015, the 2015-16 salary guides referenced within the attached Appendix “A” shall be implemented. All salary increases reflected therein are inclusive of increment. This increase adjustment shall be on base and pensionable. To be eligible for an increase and any earned longevity for this year, the employee must be a permanent full-time employee in the NTU Bargaining Unit and on the NPS payroll as of the date on which the Memorandum of Agreement has been signed by all parties (hereinafter referred to as the “execution date”). NTU retirees whose retirement became effective during the 2015-2016 school year will receive a check for retroactive pay, excluding longevity, pro-rated for the amount of time they worked that school year.
- B. 2016-17 FY: Effective July 1, 2016, the 2016-17 salary guides referenced within Appendix “A” shall be implemented. All salary increases reflected therein are inclusive of increment. To be eligible for an increase and any earned longevity for this school year, the employee must be a permanent full-time employee in the NTU Bargaining Unit and on the NPS payroll as of the date on which the Memorandum of Agreement has been signed by all parties. This increase adjustment shall be on base and pensionable.

- C. 2017-18 FY: Effective July 1, 2017, the 2017-18 salary guides referenced within Appendix "A" shall be implemented. All salary increases reflected therein are inclusive of increment. To be eligible for an increase, the employee must be a permanent full-time employee in the NTU Bargaining Unit and on the NPS payroll during the 2017-18 school year. This increase adjustment shall be on base and pensionable.
- D. 2018-19 FY: Effective July 1, 2018, the 2018-19 salary guides referenced within Appendix "A" shall be implemented. All salary increases reflected therein are inclusive of increment. To be eligible for an increase, the employee must be a permanent full-time employee in the NTU Bargaining Unit and on the NPS payroll during the 2018-19 school year. This increase adjustment shall be on base and pensionable.
- E. The parties agree that there shall be a "Contract Re-Opener" to discuss salary increases only for 2018-19 fiscal year. The parameters of this negotiation shall be to discuss the amount of the 2018-19 increase to the salary guides, with a minimum of the guides agreed to in Section D above and a maximum of an additional 0.30% increase to these guides.

**F. Per Diem Teacher Aide Increases**

- 1. Effective September 1, 2017, per diem teacher aides will receive a \$0.50 raise, increasing their rate to \$14.50 per hour.
- 2. Effective September 1, 2018, per diem teacher aides will receive a \$0.50 raise, increasing their rate to \$15.00 per hour.

**G. Article XIII: Extra-Curricular Activities & Supplementary Compensation**

Effective September 1, 2017, all extracurricular stipend amounts in the current contract will be increased by 2%. [See the Extra-Curricular Salary Guide annexed hereto as Appendix "B."]

**H. Highly Effective Bonuses**

- 1. For the 2016-17 school year, the District will pay bonuses of \$5,000 to teachers rated highly effective on their annual summative evaluation who are on the Universal scale. These are one-time annual bonuses that are not part of base salary and are not pensionable.
- 2. For school years going forward, if District funds are available, the District will continue to pay this \$5,000 non-pensionable bonus to teachers rated highly effective on their annual summative evaluation who are on the Universal Salary Scale. However, in the event that District funds are not available for this payment,

the District will not make payments as referenced above. The District will notify NTU members by the start of the school year if the payment will not be available.

## **B. CONTRACT MODIFICATIONS**

### **1. At Page 1, "Mediator's Recommendations"**

Delete this paragraph in its entirety.

### **2. Article I: Recognition of NTU as Bargaining Agent**

#### **A. Section 1: Categories of NTU Members**

**Make the following notation to the titles below:**

Recreation teachers\*  
Middle school drug prevention and safety coordinator\*  
Drop out counselors\*  
Special investigators\*  
Consulting psychiatrist\*  
Research Assistant\*

\* Denotes inactive job titles

### **3. Article II: Non-Discrimination Policy**

**Update language to include "gender identity" in all non-discrimination clauses in the contract, including:**

Section 1: The parties agree to follow a policy of not discriminating against any employee or applicant for employment on the basis of race, color, creed, national origin, ancestry, sex, marital status, sexual orientation, *gender identity*, military status, age, disability, or membership or participation in or association with the activities of any employee organization.

Section 2: The Newark Public Schools agrees that employment application forms and oral interview procedures shall contain no reference to the applicant's membership in any employee organization nor shall Newark Public Schools discriminate for or against applicants for employment on the basis of race, color, creed, national origin, ancestry, sex, marital status, sexual orientation, *gender identity*, military status, age, disability, or membership or participation in or association with the activities of any employee organization.

4. **Article III: Grievances**

A. **Section 1(A): Definition of Grievance**

Add the following sentence to the end of this paragraph:

“With the exception of any items specified in the contract as being non-grievable.”

B. **Section 2, Subsection (B): Step 2 Principal**

Modify the first sentence as follows:

“...in any event within thirty (30) days following his/her becoming aware *or thirty (30) days from when s/he should have been aware* of the act or circumstances giving rise to the grievance.”

C. **Section 2 Subsection (B): Step 4 b2 Selection of Arbitrator**

Delete the first sentence and replace with the following sentences:

“The arbitrator shall be selected by mutual agreement of the Newark Public Schools and the Union. Any arbitrator shall be a member of the National Academy of Arbitrators with a minimum of five years’ experience as an arbitrator.”

D. **Section 3(A) Notification of Timelines**

Modify second sentence as follows:

“...addressed to the Newark Public Schools at its *administrative offices*.”

5. **Article IV: NTU Rights**

A. **Section 7: Distribution of Literature in Schools**

Modify paragraph to read as follows:

“The Union shall 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 Newark Public Schools’ administrators.*”

B. **Section 9(C): Notice to Building Rep of Central Administrators’ Visits**

Delete “immediately” in the first sentence:

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

C. Section 13: Agency Assessment

Delete this paragraph in its entirety.

D. Section 15: Use of School Phone for NTU Business

Delete: “for local calls only”

6. Article V: General Conditions of Employment

A. Section 2 (B): Work Year

Modify this section to read as follows:

1. *“Effective in the 2017-18 school year, there shall be scheduled no more than 182 pupil days and 188 workdays for employees covered by this Agreement, except as noted in Article V, Section 2, C and D.*

*There shall be:*

- a. *four (4) professional development days at the beginning of the school year (one (1) of those days shall be an organizational day, defined for the purposes of this contract as a day free from required activity so that staff can freely set up and prepare for the school year);*
- b. *two (2) professional development days during the school year;*
- c. *The District will periodically provide early dismissals for students to provide professional development to teachers. The District reserves the right to evaluate and to discontinue this practice.*

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

B. Section 2A(1): General Conditions of Employment

Modify this section to read as follows:

Schools may seek waivers from provisions of the collective bargaining agreement *including the provisions related to the traditional school schedule if teachers so desire to extend the work day.*

\*Note: Subsections currently labeled C, D and E will become D, E, and F.

**C. Section 3B(3): Regular Day Schedule for Elementary Schools (Effective September 1, 2004)**

**Modify the first sentence to read as follows:**

*“The regular schedule of elementary schools shall be a continuous instructional day of six (6) hours and forty-five (45) minutes.”*

**D. Section 3, B(5): Regular Day Schedule for Teachers of Part-Time Classes**

Delete this paragraph in its entirety.

**E. Section 3B(6): Preparation Periods for Elementary School Employees**

**Modify the second sentence to read as follows:**

*“All elementary school employees shall ~~have at least three (3)~~ receive a minimum of four (4) fifty (50) minute preparation periods each in a five (5) day week.”*

**Delete the last sentence which reads as follows:**

*“Elementary and special schools which provide a minimum of three (3) preparation periods per week, a maximum of six (6) preparation periods per month may be used to hold common planning periods.”*

**F. Section 3 D(3): Regular Day Schedule**

**Modify the first sentence to read as follows:**

*“At the principal’s discretion, schools shall start no earlier than 7:30 a.m., end no later than 4:30 p.m., and operate for the length of the continuous instructional day, six (6) hours and forty (40) minutes.”*

**G. Section 4 A(3): Notice of Teachers Schedule Prior to End of Year**

**Modify the first sentence to read as follows:**

*“Prior to the close of school in June, whenever possible, teachers shall be notified of what their schedules will be in September...”*

**H. Section 7C: Service Periods**

**Modify language as follows:**

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

*The parties agree that compensation for high school teachers working a sixth period shall be capped at a total compensation of \$6,000. This payment will be a non-pensionable stipend paid in two equal installments of \$3000 each (minus applicable taxes) or the prorated amount for the period of time that sixth period is worked, whichever is less. 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."*

**I. Section 8 I: Revision of Forms**

Delete this section in its entirety as part of the District and NTU's agreement to delete all references to inactive committees. The NTU Consultative Committee may create sub committees as needed and relevant.

**J. Section 9(J): Peer Oversight Committee**

Delete all references to peer validators, including all edits as follows:

**Paragraph #3, last sentence:**

~~"Peer Validators will be deployed to review such instances and report back to the committee."~~

**Paragraph # 4:**

~~"The Peer Oversight Committee shall provide recommendations on: The qualifications and selection process for Peer Validators; a process for analyzing the quality of the Peer Validators and making recommendations for improvement."~~

**Paragraph #5:**

~~"The Superintendent will consult with the Union President on candidates for Peer Validators. The Superintendent will retain ultimate authority over the selection criteria, selection process, and management of the Peer Validators."~~

**K. Section K: School Improvement Panel and Peer Validators:**

Delete all references to peer validators:

~~"School Improvement Panels can request Peer Validators to assist them."~~

~~Peer Validators shall be current teachers, former teachers or administrators from Newark Public Schools or other systems, academies and/or other outside experts who provide additional evaluations and work intensely with new teachers and tenured teachers in danger of receiving an ineffective rating. In addition to providing an independent peer review, the Peer Validators suggest areas and techniques for improving the teacher's practice."~~

L. Section 16 B: Discretionary Fund

Revise the first paragraph as follows:

The Newark Public Schools and the Union agree to continue the teachers' discretionary fund. Ninety dollars (\$90) per teacher shall be made available by the school district in each school year. *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.*

Modify third sentence to read as follows:

"If as of ~~April 1<sup>st</sup>~~ *June* of each school year..."

M. Section 17: Professional Improvement Fund

Add a second paragraph to read as follows:

*"Effective July 1, 2017, the maximum reimbursement permitted to each union member per fiscal year shall be \$500. The union member may draw upon this yearly allotment multiple times until it is exhausted, funds permitting. The Newark Public Schools and the Newark Teachers Union shall be responsible for maintaining their own records verifying each union member's use of the PIF allotment."*

7. Article VIII: School Clerks Salary

Section 6: Longevity

Add the following sentence to this section:

"Employees hired after May 15, 2017 shall not be eligible for longevity during their career in the District."

8. Article IX: Cultural Pluralism

A. Section A: "Commemorative Dates"



Delete this paragraph in its entirety.

9. **Article X: Leaves/Retirement**

A. **Section 1(A): Number of Sick Days Granted**

**Modify paragraph to read as follows:**

“Teachers shall be granted *twelve (12)* sick days in each school year for illness.”

B. **Section 1(D): Exhausted Sick Days**

**Add the following sentences to the end of this section:**

“A sick bank shall be established in accordance with N.J.S.A. 18A:30-11. The sick day bank shall 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 shall be governed, prior to the replacement of the donor day policy.”

C. **Section 1(E): Medical Certificate**

**Modify paragraph to read as follows:**

“A medical certificate is required when a bargaining unit member's absence exceeds five (5) consecutive working days due to illness. It should be *emailed, faxed, hand-delivered, or sent via certified mail directly to the office of Employee Services Health Education & Services, at the Newark Public Schools' administrative offices, 2 Cedar Street, Newark, New Jersey 07102. Mark the envelope CONFIDENTIAL: FORMS CLERK.* The form *should not be submitted* to your school or department.

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

D. **Section 1F: Number of Personal Days Granted**

**Modify the full section to read as follows:**

*Teachers will be granted five (5) days leave annually for personal reasons without explanation.* Where possible, teachers must notify the Principal of use of personal days at least 48 hours prior to said use. *Teachers shall be permitted to use a one-half (1/2) personal day provided they submit a written request for same to their building Principal at least two (2) days in advance and provided that the Principal approves the request.* The State 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. ~~Unused personal days granted in accordance with this section will be accumulated as sick leave days.~~* Personal days shall be pro-rated based on the number of months the teacher is on the payroll. Employees hired on or before October 15 will be granted *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.

**E. Section 1(J): Conversion of Sick & Personal Days Not Exceeding 6 Days - Effective July 1, 2012**

**Delete Subsection J in its entirety.**

“Effective July 1, 1985...for said compensation.”

**F. Section 2: Maternity Leave**

**Subsection A “Length of Maternity Leave”**

**Delete “unpaid” from this sentence:**

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

**Subsection C “Extended Maternity Leave”**

Delete Subsection C in its entirety:

“Leave shall be...by the teacher.”

**G. Section 3 (A): Military Leave, Inducted Teacher**

**Delete Section 3A in its entirety and replace with the following language:**

“Military Leaves of absence shall 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 absences 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.”

**H. Section 4(A): Death in Immediate Family/Household**

**Modify paragraph to read as follows:**

“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 member are defined as follows: spouse, domestic partner only, child (including stepchild), parent (including parent-in-law and stepparent), sibling, grandparent, and grandchild.”

**I. Section 4 (C): Quarantine**

**Modify paragraph to read as follows:**

“Quarantine *as defined by Newark Public Schools’ Health Services Office and the employee’s physician.*”

**J. Section 5 (B) Returning to full-time employment upon termination of leave**

**Modify paragraph to read as follows:**

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

**K. Section 8 (becomes Section 7) “Family Leave Act/Family & Medical Leave Act”**

**Modify to read as follows:**

**a.** *“Eligible employees who meet the Department of Labor requirements shall have up to 12 weeks of unpaid leave during any 12 month period. ~~for the following reasons:~~*

- ~~i. for the birth and care of a newborn child of the employee;~~
- ~~ii. for placement with the employee of a son or daughter for adoption or foster care;~~
- ~~iii. to care for a spouse, son, daughter, or parent with a serious health condition;~~
- ~~iv. to take medical leave when the employee is unable to work because of a serious health condition (not applicable if the employee is taking time under NJFLA); or~~
- ~~v. for qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty or call to active duty~~

~~status as a member of the National Guard or Reserves in support of a contingency operation.~~

**Modify paragraph D to read as follows:**

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

**10. Article XI: Promotions – Notice of Vacancies**

**A. Section A(2): Notice of Vacancy**

**Modify paragraph to read as follows:**

“The notice of any *NTU or promotional position* vacancy shall clearly state all qualifications, requirements, duties, and any other pertinent information respecting the vacancy. ~~It shall also include the salary to be paid in such as position.~~ Each such notice shall be *posted online sent directly to each school’s Building Rep and posted on the bulletin board set aside for the use and notice of said posting will be provided to the Union.*”

**B. Section A(3): Time of Posting for Vacancies**

**Modify paragraph to read as follows:**

“All notices of vacancies shall be posted and otherwise publicized no less than ~~twenty ten~~ *(210)* calendar days prior to the time at which the receiving of applications for said vacancies is closed and *NPS Newark Public Schools will notify the Union of such postings.*”

**11. Article XII: Heath Benefits (Replace Supplemental Fringe Benefits)**

**Delete existing language at Sections A and B and replace with the following language:**

**A.** “The parties agree to dissolve the Supplemental Fringe Benefits Fund according to the terms outlined in a separate agreement between the District and the NTU, which is attached as Appendix C.”

**Add the below language:**

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

**C.** Health Benefits Waiver - Effective July 1, 2017, the District shall no longer offer

the Health Benefits Waiver to employees who previously waived coverage. No employees shall be entitled to receive the Health Benefits Waiver after July 1, 2017. Employees who were receiving the Health Benefits Waiver as of the date of the execution of the MOA shall be entitled to re-enroll in the District's Health Benefit Plans, if requested, as a special one-time qualifying event.

**D. Prescription** – Upon ratification of the MOA, the co-payment for prescription benefits shall be \$0 for generic and \$20 for brand name prescriptions for all NTU members with current prescription benefits.

**E. Flexible Spending Accounts** - The District will permit NTU members to contribute to their Flexible Spending Accounts and Dependent Care Accounts up to \$2,500, per year, in accordance with the law.

## **12. Article XIII: Extra-Curricular Activities & Supplementary Compensation**

### **Section A(6): Priority Consideration**

**Modify Subsection 6 to read as follows:**

“All full-time, certified employees who apply for coaching and extracurricular positions will be considered for the position prior to giving consideration to part-time certified employees or persons from outside the Newark Public Schools. Employees from the building where the vacancy exists will be given consideration prior to considering the applications of employees from other buildings or from outside the Newark Public Schools. *Consideration shall not mean selected. Further, the Principal shall have the discretion to make selections of qualified candidates.*”

## **13. Article XIV: Instructional Salary Guides**

### **A. Section 1(D) Longevity:**

**Add the following language as a third paragraph following the “Note”**

“Employees hired after May 15, 2017 shall not be eligible for longevity during their career in the District.”

### **B. Section 1(G): Equivalency Credits**

**Delete Subsection G in its entirety.**

“The Newark Public Schools...for in-service teaching.”

### **C. Section 2: Psych., Social Workers & L.D.T.C.s Salary Guide**

**Following the salary guide, add two Subsections with the language below:**

- A. Effective September 2017, the titles of Speech Therapist and Audiologist shall be moved to the Child Study Team (CST) Salary Guide.
- B. 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.

**C. Section 7. Licensed Practical Nurse Salary Guides**

**Following the salary guide, add a Subsection with the language below:**

Licensed Practical Nurses (LPN) – LPNs shall be moved from a 12-month calendar to an 11-month calendar. LPNs will be required to work each day when students are in school, including summer school. LPNs are not entitled to separate vacation days.

The District will provide each LPN with five (5) sets of scrubs each school year.

**14. Article XIV, Section 1 (B) “Rewards and Performance”**

**Delete this section in its entirety and replace with the following:**

**A. Highly Effective Bonuses**

1. For the 2016-17 school year, the District will pay bonuses of \$5,000 to teachers rated highly effective on their annual summative evaluation who are on the Universal scale. These are one-time annual bonuses that are not part of base salary and are not pensionable.

2. For school years going forward, if District funds are available, the District will continue to pay this \$5,000 non-pensionable bonus to teachers rated highly effective on their annual summative evaluation who are on the Universal Salary Scale. However, in the event that District funds are not available for this payment, the District will not make payments as referenced above. The District will notify NTU members by the start of the school year if the payment will not be available.”

**B. District Approved Programs**

Upon completion of a district-approved program aligned to district priorities and Common Core State Standards the district will pay up to \$20,000.

1. \$10,000 shall be received upon completion of the approved program and \$10,000 shall be received upon completing 3 additional years of service to Newark Public Schools.
2. A consultative committee composed of representatives from Newark Public Schools, Newark Teachers Union, City Administrator and Supervisor Association (CASA), higher education, and New Jersey Department of Education will make recommendations on program criteria to the Superintendent. The number of members from the District will equal the total number of members from Newark Teachers Union and City Administrator and Supervisor Association.

**15. Article XIV: Section 12: Mailed Checks**

**Delete this section in its entirety.**

“Payroll checks...delivered to the schools.”

**B. Section 16 Paragraph D: Public Transportation or NJOMB Allowance**

**Modify paragraph to read as follows:**

“Reimbursement shall be either the cost of public transportation if used, or the rate established by the ~~IRS-NJOMB mileage allowance~~ if a private automobile is used.”

**C. Section 18: Grant Programs**

Delete this section in its entirety.

**16. Article XV: Teachers Salary, Section 1, Paragraph #6, third & fifth bullet points**

**Delete all references to Peer Validators**

**“Educators who receive a partially effective annual summative evaluation rating may remain on their current salary step. The decision about whether or not these educators will remain on their step is at the sole discretion of the Superintendent ~~who will consult with Peer Validators.~~”**

“The specific intent of the parties is to create a new compensation system where increments and raises are earned through effective performance. The parties agree to utilize ~~peer validators~~ and the peer oversight committee to consult with the Superintendent and make recommendations on disputes concerning the new compensation system to avoid expenditures of public funds. The final decision rests with the Superintendent. The process set forth in this section shall be the full process and is binding.”

17. Article XVI: Quality Control / Discipline Committees & Article XVIII: Curriculum Revisions

Delete this section in its entirety as part of the District and NTU's agreement to delete all references to inactive committees. The NTU Consultative Committee may create sub committees as needed and relevant.

18. Article XIX: Matters Not Covered

A. Section 3: New Contract Negotiations

Modify section to read as follows:

"Negotiations on a new contract shall 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."

20. Article XXI: Tuition Reimbursement

A. Section 1: Teachers

Modify paragraph A to read as follows:

The ~~Office of Staff Development~~ District shall 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 may be approved on an individual basis by the ~~District~~ Deputy Superintendent of Schools whose decision is final and not subject to the grievance procedure."

Add the following language to paragraph B:

*"For pass/fail classes, if the employee receives a passing grade the class shall be fully reimbursed (100%). The employee will not receive any reimbursement for a failing grade."*

Modify paragraph C to read as follows:

"Written approval for tuition reimbursement must be received from the ~~District Office of Staff Development~~ prior to registration on a prescribed form."



21. **Article XXII: Peer Coaches and/or Mentor Teachers**

A. **Section 2: Teacher Assistance Program (TAP)**

Delete this section in its entirety.

22. **Article XXIII: Labor History**

Delete this Article in its entirety.

23. **Article XXIV: Oversight Committee**

Delete this section in its entirety as part of the District and NTU's agreement to delete all references to inactive committees. The NTU Consultative Committee may create sub committees as needed and relevant.

24. **Article XXV: Availability of Contract**

**Modify this article to read as follows:**


*“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 shall be shared equally by the District and NTU.**” Printing of said agreement will occur in a Union facility or an in-district facility.*

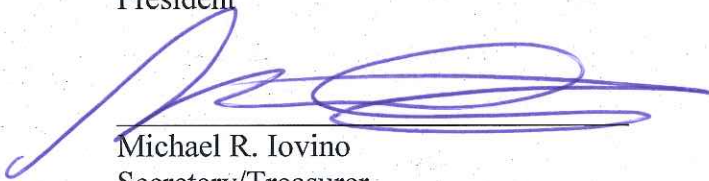
25. **Article XXIX: Duration**


**Modify this article to read as follows:**

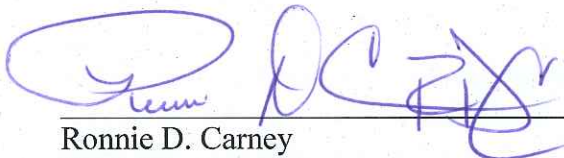
*“This agreement and each of its provisions shall be binding and effective as of the 1st day of July 2015 and shall continue in full force and effect until and through the 30th day of June 2019.”*

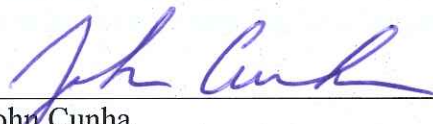
FOR THE NEWARK TEACHERS UNION

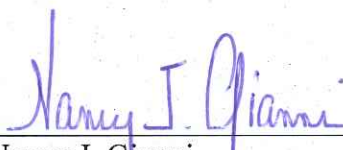
  
\_\_\_\_\_  
John M. Abeigon  
President

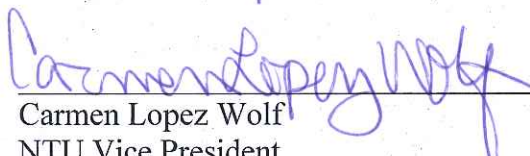
  
\_\_\_\_\_  
Michael R. Iovino  
Secretary/Treasurer

  
\_\_\_\_\_  
Michael Maflaro  
Director of Research and Communication

  
\_\_\_\_\_  
Ronnie D. Carney  
NTU Vice President

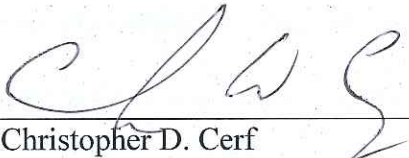
  
\_\_\_\_\_  
John Cunha  
NTU Vice President

  
\_\_\_\_\_  
Nancy J. Gianni  
NTU Vice President

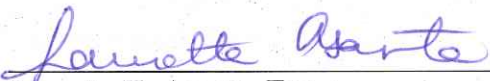
  
\_\_\_\_\_  
Carmen Lopez Wolf  
NTU Vice President


Date: 4/26/2017

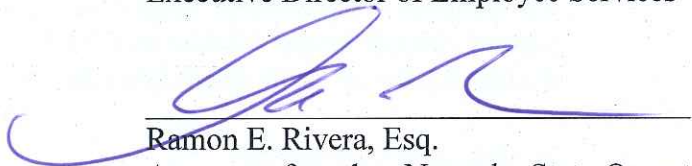
FOR THE NEWARK PUBLIC SCHOOLS

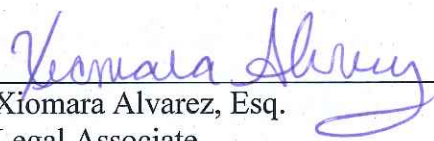
  
\_\_\_\_\_  
Christopher D. Cerf  
State District Superintendent

  
\_\_\_\_\_  
Larisa Shambaugh  
Chief Talent Officer

  
\_\_\_\_\_  
Laurette K. Asante, Esq.  
Exec. Director of Labor/Employee Relations

  
\_\_\_\_\_  
Andrea Caviness  
Executive Director of Employee Services

  
\_\_\_\_\_  
Ramon E. Rivera, Esq.  
Attorney for the Newark State-Operated  
School District of the City of Newark

  
\_\_\_\_\_  
Xiomara Alvarez, Esq.  
Legal Associate

Date: 04/26/2017