

MEMORANDUM OF AGREEMENT

August 9, 2019

The undersigned negotiations team members of the Newark Teachers Union and the Newark Board of Education agree to recommend the following to their respective sides for ratification.

The following is subject to ratification by both parties.

All provisions of the July 1, 2015 to June 30, 2019, collective negotiations agreement between the parties that are not modified herein will be included in the successor agreement.

All negotiations proposals of both parties that are not included herein are withdrawn.

Scatter-grams Base Year	=	\$276,991,065
Teachers	= 3127	= \$234,195,170
CST, Speech, Audio	= 248	= 23,528,963
Clerks	= 63	= 3,317,948
Aides	= 421	= 14,197,262
Other	= 26	= 1,751,722

Article V General Conditions of Employment

Section 2 CONTRACT FLEXIBILITIES

- A. Site Based Decision Making and Waivers – DELETE from the Agreement
- B. Turnaround and Renew Schools – DELETE from the Agreement
- C. Election to Work Agreements – DELETE from the Agreement
- D. Designation – DELETE from the Agreement

Section 3 SCHOOL CALENDAR

B. WORK YEAR

1. There shall be scheduled no more than 182 pupil days and 188 work days for employees covered by this Agreement, ~~except as noted in Article V, Section 2, C and D.~~ The 2020-21 school year calendar shall not require teachers to report prior to September 1st.

V.3.D - Teachers in their first year of teaching **with the District** 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.**

Section 4.B.5 PREPARATION PERIODS FOR ELEMENTARY SCHOOL EMPLOYEES

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

V.10.A – DELETE THIS OBSOLETE SUB-SECTION REPLACE WITH – The duties of classroom aides shall be in accordance with the NJ Department of Personnel job description.

Section 13.J PEER OVERSIGHT COMMITTEE – DELETE from the Agreement and **REPLACE** as follows.

A committee shall be established to develop a new evaluation document and to review the implementation of said document. The committee shall be composed of a maximum of five Union and five Superintendent appointees.

Section 13.K SCHOOL IMPROVEMENT PANEL

1.a The School Improvement Panel (SciP) shall include the Principal, or his/her designee, who is serving in a supervisory capacity, an assistant or vice principal and a **minimum of two (2) teaching staff members**. The principal's designee shall be an individual employed in the district in a supervisory role and capacity who possesses a school administrator certificate, principal certificate or supervisor certificate. The teacher shall be a person with a demonstrated record of success in the classroom who shall be selected **with the consent of the Union**. An individual teacher shall not ...

1.b No change

1.c No change

1.d No change

2. This sub-section refers to sub-sections of the Agreement that are no longer included in the Agreement and must be corrected.

Article V.4.B.6 Classroom teachers in the elementary schools shall be required to meet their classes at the school's designated location at the beginning of the school day and return their students to the designated exit at the end of the school day.

Article V Section 6 Evening School Meetings – REPLACE as follows.

- A. As part of their professional services all teaching staff members shall be required to attend Back-to-school night from 6:00 to 8:00 PM.
- B. The dates for Back-to-school Night and the Parent Teacher Conferences shall be given to the employees not later than the first teacher work day of the school year.
- C. Teachers will only be required to attend one (1) Back-to-school night in accordance with their grade assignment or as determined by the building principal.
- D. All teaching staff members shall be required to remain in the school following the conclusion of the student day for the purpose of conducting Parent Teacher Conferences two (2) times per school year. The Parent Teacher Conferences days shall be scheduled on minimum length student days, one (1) conference day will be scheduled in the fall semester and one (1) will be scheduled in the spring semester.
- E. The Parent Teacher Conferences time shall begin fifteen (15) minutes after the students depart and shall end no later than 7:00 PM. Food service shall be available for the teaching staff members in the school. A one (1) hour meal break shall be scheduled **for each teacher** to begin in the vicinity of 4:00 PM.
- F. The Parent Teacher Conferences shall be scheduled through collaboration among the teacher, the administrator and the parent.

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

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

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

Article VII Section D – Effective on the dates shown below the **Summer and After School** hourly rates shall be:

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

ARTICLE VIII SECTION 6 – Longevity

ARTICLE XIV SECTION 1.E - Longevity

Modify the last sentence of both sections as follows. “Employees hired after April 1, 2017 shall not be eligible for longevity during their career in the district. **For the purpose of this section, employees who were in the NTU bargaining unit prior to April 1, 2017 will not be**

treated as new hire if they moved to a non-NTU position in the Newark Board of Education and return to the NTU bargaining unit.

The longevity amounts are as follows

	15 YEAR	20 YEAR	25 YEAR	30 YEAR
Teacher/CST	2025	4000	4000	1500
Aide	550	710	710	300
Clerk	2025	3775	3775	1400

ARTICLE X – LEAVES/RETIREMENT

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

Article X Section 1 Sub-sections A and E – The word “teacher” is eliminated.

Article X Section 1 Sick and Personal Leaves – REPLACE the in-operative Sub-section G with the following sub-section.

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

Section 1 Sick and Personal Days – ADD A NEW SUB-SECTION I ANNUAL CONVERSION OF UNUSED PERSONAL DAYS

Employees who use no more than a total of five (5) sick and/or personal days during a school year may at their option, either (1) receive compensation for the unused personal days at the end of the school year at the rate of two hundred dollars (\$200) per day or (2) carry over the unused personal days to the next school year as accumulated sick leave days.

The maximum payment is one thousand dollars (\$1,000). Election must be made by the last day of the school year. No employee shall be allowed to increase his or her accumulated leave **by any combination of unused sick and personal days** by more than 15 days in any one year pursuant to N.J.S.A. 18A:30-7.

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

Article X Section 4.A Death in Immediate Family/Household – MODIFY the last sentence as follows.

The immediate family and household are defined as follows: spouse, domestic partner, civil union partner, child including step and foster, parent including parent-in-law and step-parent, sibling, grandparent, grandchild, legal ward and legal guardian.

Article X Section 6.A 90 Day Notice – REPLACE the word “teacher” with “employee.”

ARTICLE XII HEALTH BENEFITS

DELETE the obsolete sections A. Supplemental Fringe Benefits and C. Waivers. The Memorandum of Agreement dated September 8, 2017, dissolving the Supplemental Fringe Benefits Fund shall be incorporated in the collective bargaining agreement as an appendix.

Section E Flexible Spending Account – Employees shall have the option to contribute to a Flexible Spending Account and Dependent Care Account up to the maximum amount permitted by statute.

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

Article XIII Extra-curricular Activities – Change the title to Co-Curricular Activities. The stipends for all positions shall be in accordance with the attached three-page list of activities and stipends which is incorporated herein and made a part hereof.

Article XIII Section C.3 Co-Curricular Salary Guide – in the list of positions change “Drama” to “Artistic Production.”

ARTICLE XIV TEACHERS SALARY

Salary Increases – The attached salary guide proposals covering all NTU job classifications are incorporated herein and a part of this Memorandum of Agreement.

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

XIV.1.A. Performance Pay and B. Movement on Guides

EDIT Sections A and B as necessary when new salary guides are developed.

Article XIV Section 1.C – The title “Universal Salary Guide” is changed to “Bachelor’s Degree” and new Master’s and Doctorate columns will be created with the same number of steps as the

negotiated Bachelor's guide. Teachers who were paid on the Master's and Doctorate guides during the 2018-19 school year will continue to be paid on those legacy guides with step advancement and negotiated pay increases for the duration of their employment with the Newark Public Schools in teaching positions.

ADD – Qualification for Movement to the Master's and Doctor's Guides

The teacher must have been awarded the Master or Doctor degree prior to July 1st of each school year **for movement on September 1st and prior to December 1st for movement on February 1st**. The degree must be from a duly authorized institution of higher education as defined in N.J.S.A. 18A:3-15.3. The degree must be in a field that is related to the teacher's current or future aspiring teaching responsibilities or educational leadership as defined in N.J.S.A. 18A:6-8.5.

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

Article XIV Section 16, Equivalency Credits – DELETE the current section and REPLACE as follows.

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

Article XIV Section 18, Wrong Step – DELETE this section from the Agreement.

Article XIV.1.A DELETE Section A and sub-sections a to e and replace with "The granting of employment and adjustment increments is not automatic. Employment and/or adjustment increments may be withheld for performance and/or disciplinary reasons in accordance with N.J.S.A. 18A.

Article XIV.1.B.5 Those teachers who did not move from the prior Master's or Doctor's guide to the Universal scale in 2012 will continue to advance on the legacy Master's and Doctor's guide, with negotiated increases to those guides, until the teacher reaches the highest paid step on the guides. **Teachers who were placed on the Legacy Master's and Doctor's guide based on credits above the Bachelor's guide who have a Master's or Doctor's degree that qualifies in**

accordance with N.J.S.A 18A:6-8.5 may, at the teacher's option, advance to the Master's or Doctor's guide. Advancement to the Master's or Doctor's guide shall be to a step that has the next higher salary above the teacher's salary on the Legacy guide without regard to step or years of service.

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

Article XIV.1.B.7 Employees hired between July 1st and October 15th will advance one step on the salary guide on July 1st or September 1st of the next school year. Employees hired between October 16th and February 28/29th will advance one step on the salary guide on February 1st of the next school year. Employees hired on or after March 1st will remain of the step on the salary guide on which the employee was hired. Step advancement on the salary guide is not automatic and is contingent upon effective performance.

Article XIV.1.D Rewards and Performance DELETE from the Agreement.

Article XIV: Section 1 F, Modify as follows:

. The Newark Public Schools shall have the right, at its sole discretion, to grant a hiring bonus of \$3,000 for a first year teacher with no prior teaching experience and a bonus of \$4,000 to a teacher with three or more years of experience in critical certification areas. The Superintendent shall have the right, at her/his sole discretion, to grant advanced standing on the salary guide. The critical certification areas, for first year teachers as well as experienced teachers, are subject to change **as needed** after consultation with the Union.

Article XIV.1.H (NEW) Salary guides for newly created bargaining unit positions will be subject to negotiation between the Board and the Union.

Article XIV Section 10 Per Diem Teacher – Effective September 1, 2021, the daily rates shall increase to \$130 for substitutes with sixty (60) credits and \$150 substitutes with a Bachelor's Degree.

Article XIV Section 11 Per Diem Aide – Effective September 1, 2021, the hourly rate shall increase to \$16.00.

Article XX Tuition Reimbursement – Effective July 1, 2019, increase the allocation amounts to \$315,000 for teachers and \$30,000 for aides/clerks. Increase the per credit reimbursement amount to \$300.

Article XX Section 1 Tuition Reimbursement – ADD the following sub-sections.

- A. Prior to the last teacher work day of each school year the Superintendent, or his/her designee, and the NTU President, or his/her designee, plus the Executive Director of Human Resources and one other person designated by the NTU shall meet to establish a list of teacher certification areas (if any) in which the district is currently having difficulty filling vacancies. This approved list (if any) shall be posted on the district web-site not later than the last teacher work day. Teachers who matriculate in a degree granting program leading to certification in a difficult to fill position on that year's list will receive tuition reimbursement for the full cost per credit, not to exceed nine hundred dollars (\$900) per credit, for courses that are part of the degree program. To remain in this enhanced tuition reimbursement program, the teacher must satisfactorily complete twelve (12) credits per school year (July 1 to June 30). Whenever the district has a partnership program with an accredited university leading to a degree in any difficult to fill certification on the approved list the teacher's reimbursement rate will be limited to the rate charged by the partnership program.
- B. Teachers who participate in this program must remain in the employ of the Newark public Schools for a minimum of three (3) years following completion of the degree. Failure to remain with the NPS will require the teacher to reimburse the school district a proportionate share of the funds received based on the number of months the teacher did remain in the employ of the NPS. Teachers whose employment with the NPS is involuntarily terminated for any reason shall not be subject to this reimbursement requirement.
- C. Upon completion of the degree the teacher must seek certification in the hard to staff area of certification. The teacher will be assigned to a position in the new area of certification as soon as a vacancy is available.

ARTICLE XXV AGENCY SHOP DELETE the Article is now illegal. REPLACE as follows.

WORKPLACE DEMOCRACY ENHANCEMENT ACT

The Board and the Union shall comply with the terms of the NJ Workplace Democracy Enhancement Act.

NEW PROVISION - CURRICULUM COMMITTEE – ADD the following language:

To serve the needs of Newark students in a changing society, curriculum revisions and educational improvement on all levels from early childhood through high school must be an ongoing process in the schools of Newark. In order to involve the direct participation of the Newark Teachers Union, as the collective negotiations representative of teachers and other instructional employees, in the process, the Newark Board of Education agrees that 1/3rd of all

members of any curriculum committee, present and/or future, may be represented and appointed by the Newark Teachers Union.

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

NEW PROVISION - The parties mutually agree that any omission or error in the memorandum signed between the parties shall 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 XXVI DURATION—Five (5) years effective July 1, 2019.

FOR THE NEWARK BOARD OF EDUCATION

FOR THE NEWARK TEACHERS UNION

Roger León, Superintendent

John M. Abeigon, President

Josephine C. Garcia, Newark Board President

Michael Iovino, Chief Negotiator

Reginald Bledsoe, Newark Board Member

John Cunha, Teacher

JoAnne Y. Watson, Executive Director

Michael Maillaro, Director of Research & Communication

Raymond A. Cassetta, Chief Spokesperson

Carmen L. Wolf, Teacher

Yolanda Mendez, Executive Director

Ronnie D. Carney, Teacher

Valerie Wilson, School Business Admin.

Nancy J. Gianni, Teacher

DATE: August , 2019

DATE: August , 2019

ADDENDUM – Co-Curricular Guides

Category	Level	2019-2025
Advisor	Eighth Grade	\$2,000
	Junior Class, Sophomore, Freshman	\$2,000
	Literature	\$3,172
	Student Council	\$3,500
Baseball	Secondary Head Coach	\$9,000
	Secondary Assistant Coach	\$6,500
	Elementary Coach	\$4,300
Basketball	Secondary Head Coach	\$10,000
	Secondary Assistant Coach	\$7,000
	Elementary Coach	\$4,600
Bowling	Head Coach	\$6,100
Chaperones		\$250
Club Sponsors		\$1,000
Concerts		\$600
Cheerleader	Secondary	\$5,000
	Advisor (Elementary)	\$3,500
Faculty Managers	Secondary	\$7,500
Field Hockey	Coach	\$7,000
Football	Secondary Head Coach	\$11,800
	Secondary Assistant Coach	\$8,000
Future Teacher	Mentor	\$3,500
	Coordinator	\$4,000
Golf	Coach	\$5,500
Honor Society		\$2,000
Ice Hockey	Coach	\$7,000
Lacrosse	Coach	\$7,000
Newspaper	Senior High	\$5,500
	Elementary	\$2,000
Robotics	City Wide Coordinator	\$11,000
	Secondary Head Coach	\$6,000
Senior Class	Advisor	\$6,000
Skiing	Coach	\$6,300
Soccer	Secondary Head Coach	\$8,500
	Secondary Assistant Coach	\$6,000
Softball	Secondary Head Coach	\$9,000
	Secondary Assistant Coach	\$6,500
	Elementary Coach	\$4,049
Special Olympics	District Wide Coordinator	\$4,500

Swimming	Coach	\$6,500
Tennis	Secondary Head Coach	\$6,000
Track - Cross Country	Secondary Head Coach	\$6,000
	Secondary Assistant Coach	\$5,300
Track - Indoor	Secondary Head Coach	\$7,500
	Secondary Assistant Coach	\$5,300
Track - Outdoor	Secondary Head Coach	\$8,300
	Secondary Assistant Coach	\$6,300
	Elementary Coach	\$4,049
Treasurer	High School Enrollment Over 1000	\$6,200
	High School Enrollment Under 1000	\$5,200
	Eighth Grade 4-6 Classes	\$3,000
	Eighth Grade 1-3 Classes	\$1,500
Volleyball	Secondary Head Coach	\$7,000
	Secondary Assistant Coach	\$5,500
Winter Guard (Drill Team)	Secondary Head Coach	\$5,500
Wrestling	Secondary Head Coach	\$7,500
	Secondary Assistant Coach	\$5,500
Yearbook	Senior High	\$6,500
	Elementary	\$2,000
NEW POSITIONS		
Artistic Production	Secondary Head Coach	\$5,000
	Middle School Coach	\$2,500
Student Activities Coordinator	Coordinator	\$7,500
Marching Band	Director	\$7,000
	Assistant Director	\$3,500
Debate	Elementary Coach	\$6,300
Robotics	Elementary Coach	\$5,000
Soccer	Elementary Coach	\$4,300
Volleyball	Elementary Coach	\$4,300
Hockey	Assistant Coach	\$5,500
Lacrosse	Assistant Coach	\$5,500
Band Director (Concert, Jazz, Latin, etc)	Director	\$7,000
	Assistant Director	\$3,500
Academic Coach	Per Season	\$2,500