

AGREEMENT

between the

NEWARK BOARD OF EDUCATION

and the

**CITY ASSOCIATION OF SUPERVISORS
AND ADMINISTRATORS**

**AFSA/AFL-CIO
LOCAL 20**

July 1, 2021 – June 30, 2026

PREAMBLE

Whereas, pursuant to the provisions of N.J.S.A. 34:13A-1 et seq. as amended, of the laws of the State of New Jersey, known as the New Jersey Employer-Employees Relations Act, the City Association of Supervisors and Administrators, American Federation of School Administrators AFL-CIO Local 20 of Newark, New Jersey (hereinafter referred to as CASA), has been recognized as the exclusive representative in the unit hereinafter provided by the School District of the City of Newark (hereinafter referred to as “the District”); and

Whereas, the District and CASA recognize a common responsibility to work together in cooperation toward the achievement of quality education and to cooperate in their common aims; and;

Whereas, said Parties have as a result of joint discussion agreed upon the following terms concerning employment of the staff members hereinafter listed in conjunction with and not in derogation of the provisions of Title 18A of the Statutes of New Jersey;

Now therefore, this agreement is agreed upon between said Parties for the period beginning July 1, 2021 through June 30, 2026.

ARTICLE I RECOGNITION, REPRESENTATION, DUES DEDUCTION

Section A - RECOGNITION

The District recognizes CASA as the exclusive representative of all administrative and supervisory personnel in the Newark public school system as listed in the following unit:

All Principals of senior and junior high schools, middle, elementary, and special schools; all Vice Principals; all instructional Directors; all instructional Assistant Directors, all instructional Supervisors and central office Coordinators*; all Department Chairpersons, department chairpersons-athletic, head guidance counselors*, and curriculum specialists*; and all individuals serving in an acting capacity for thirty (30) or more days in any of the above categories (the foregoing hereinafter collectively referred to as the personnel); and in similar titles established hereinafter during the terms of this agreement. (*refer to titles that were inactive when this contract was ratified).

Unless otherwise indicated, the terms CASA unit members, member, personnel, employee(s), administrators, when used hereinafter in this agreement, shall refer to all professional employees represented by CASA in the negotiating unit as defined.

Section B - REPRESENTATION

This agreement embraces all personnel in the unit set forth in Section A, and CASA agrees to represent equally all personnel in said unit regardless of membership in CASA. All discussions on matters affecting the personnel collectively shall be conducted first at the Superintendent level with the authorized representatives of CASA. If not resolved within one (1) week or unless mutually agreed otherwise, these discussions shall be conducted at the District level with the authorized representatives of CASA.

Section C – DUES DEDUCTION

The Newark School District agrees to deduct dues from all salary and all other monies due and payable to the personnel of CASA, as said personnel individually and voluntarily so authorized the Newark Board of Education, and to transmit same promptly to CASA. The Newark Board of Education and CASA agree to comply with the provisions of the New Jersey Workplace Democracy Enhancement Act and N.J.S.A. 52:14-15.9e with respect to the recession of previously authorized dues deductions by CASA members.

Section D – PROMOTIONS

When official personnel action is taken to promote a non-CASA person to a CASA unit position or when the status, job classification, or position of a CASA unit member is changed, CASA shall be notified in writing within two (2) weeks of that action.

Any person administratively assigned or promoted (without formal District action), to a title included in the Recognition Clause of the Newark Public School/CASA Agreement, and who served in that position for thirty (30) days or more shall be deemed to be serving in an acting capacity as covered by Sections A-D of Article 1. When such administrative change (without formal District action) is made, CASA will be notified in writing thirty (30) days from the date of such action.

ARTICLE II NON-DISCRIMINATION

The Newark School District and CASA agree to follow, for all purposes, a policy of non-discrimination on the basis of race, color, creed, national origin, ancestry, sex, age, marital status, religion, social/economic status, physical handicap, sexual orientation or obligation for military service. The Newark Board of Education and CASA further agree that there shall be no discrimination with respect to any member of the unit because of membership or lack of membership in CASA or because of activities on behalf of CASA.

ARTICLE III GRIEVANCE PROCEDURE

PURPOSE

The purpose of the grievance procedure is to secure solutions at the lowest possible step to problems that affect our members. It is important that a grievance be processed as rapidly as possible. The number of days indicated at each step of the procedure shall be considered, as maximum and every effort should be made to expedite the process. The time limits specified may, however be extended by mutual agreement. Failure of CASA to file/forward a grievance within the specified time limits shall terminate the grievance at that point in favor of the District. Failure of the District to respond to a grievance within the specified time limits shall terminate the grievance in favor of CASA. In all cases, the individual(s) or CASA filing the grievance shall be required to advise the Grievant's immediate supervisor when a meeting is scheduled, which may be the subject of a grievance, that this meeting shall be the first step of the grievance procedure.

Section A - DEFINITION AND APPLICATION

1. Grievances subject to the procedures set forth hereinafter are hereby defined as any dispute or controversy between the District and/or its representatives concerning the interpretation, application, or enforcement of the provisions of this agreement, including this article, or the rules, regulations, or orders of the District or those of the Board of Education, or any other dispute concerning the terms of employment or allegation of bias or vindictive action against the personnel. A grievance may be filed by one or more of the personnel having the same dispute or controversy, or may be filed by CASA itself, except, that in no case may CASA represent both the grievant and the person against whom the grievance is brought.
2. Any personnel shall have the right to process grievances individually and without CASA representation for said purpose and shall have the right to be represented by a person of his/her own choosing for said purpose, but at his/her own expense. The District agrees that it will not recognize or effectuate representation of the personnel by any employees' organization other than CASA.
3. In case of any grievance involving any personnel, CASA shall have the right to intervene as a party in the processing or hearing of that grievance upon the request of the grievant and to appeal from any disposition of said grievance that it deems contrary to this agreement. Regardless of CASA participation in the processing or hearing of any grievance, the District or its representatives at each step of the grievance procedure shall supply CASA with copies of all non-confidential correspondence and written decision of said grievance, upon written request.
4. Nothing herein above shall be construed to require CASA to process any grievance or to appeal from the disposition of any grievance where CASA deems the grievance or appeal to be without sufficient merit or where the processing of the grievance is contrary to the position of CASA as to the implementation or enforcement of this agreement on behalf of the other personnel in the unit.

Section B - PROCEDURE

Step 1

- A. A grievance must be filed at Step 1 within the ten (10) working days from the date on which the act which is the subject of the grievance occurred or within ten (10) working days from the date that the personnel or CASA becomes aware of the subject of the grievance.
- B. All grievances of the personnel, whenever applicable, shall first be discussed informally with the immediate administrative superior. If the grievance is not resolved within three (3) working days of the request for said informal discussion, the grievance shall then be discussed with the immediate administrative superior who is not a member of the personnel. If no such meeting has been held within five (5) working days after a request has been made, CASA shall have the right to institute Step 2 in writing.

Step 2

All grievances not resolved under Step 1 (of this section) shall be submitted in writing to the Executive Director of Labor/Employee Relations Office or his/her designee and a copy thereof submitted to CASA. A meeting to discuss the grievance shall be scheduled by the Executive Director of Labor/Employee Relations Office with the grievant(s) and a representative of CASA within seven (7) working days of its receipt, and a written decision shall be submitted to the grievant(s) and the representative of CASA within twenty (20) working days thereafter. The time periods set forth herein may be waived by joint agreement of those involved therewith.

Step 3 – Arbitration

In the event a grievance is unresolved under the provisions of Step 2, Article III, the grievant or CASA may have the grievance submitted to final and binding arbitration within seven (7) days of receipt of the decision of the Executive Director of Labor/Employee Relations, or his/her designee. If neither the Executive Director of Labor/Employee Relations nor his/her designee has rendered a decision by the due date, the grievance may be submitted, within five (5) working days to final and binding arbitration. The Parties shall be governed by the Public Employment Relations Commission (PERC) for designation of arbitrators. CASA shall submit a request to PERC for a panel of arbitrators for selection by CASA and the District. The arbitration hearing shall be conducted by an arbitrator selected from the PERC panel of arbitrators.

Within five (5) work days from the date that both the District and CASA receives written arbitration dates from the arbitrator, CASA shall communicate with the Executive Director of Labor/Employee Relations in order to select an arbitration date that is mutually agreeable to both Parties. In the event the Executive Director of Labor and Employee Relations and CASA are unable to agree on an arbitration date, either Party shall contact the arbitrator to advise him of this fact.

Section C – GENERAL INFORMATION

1. All grievances filed by CASA or involving matters of general application shall be processed initially in accordance with step 2 of Article III.
2. All grievance hearings shall be held after the school time of all personnel involved, unless a mutually acceptable time is agreed upon.
3. Fees and expenses of the neutral panel member shall be borne equally by the District and CASA.
4. The time lines of any step of the grievance procedure are subject to modification by mutual consent. The process to schedule an arbitration hearing shall be completed by the Parties within thirty (30) days of receipt of prospective date from the PERC arbitrator. If no agreement is reached on a hearing date, the PERC arbitrator shall impose a hearing date which can be no sooner than sixty (60) days or later than ninety (90) days from the day he imposes this hearing date.
5. If the District fails to meet stipulated time limits, the grievance shall proceed to the next step.

Section D - DISCIPLINARY MATTERS AND PERSONNEL FILE ENTRIES

1. No CASA personnel shall be either suspended or discharged except in strict compliance with Title 18A of the Statutes of the State of New Jersey.
2. No Non-Tenured personnel shall be removed or dismissed from his/her position involuntarily during the period of his/her appointment to said position unless an informal conference has been held between the personnel and his/her representative and with the appropriate administrator. The personnel shall be apprised in writing five (5) days before the conference of the reasons for his/her involuntary removal or dismissal from the position and shall be given an opportunity to respond at the conference. Both the personnel and his/her representative shall be granted administrative leave at full pay to attend this conference.
3. If any personnel serving in an acting capacity for a full year or longer has not had such acting employment renewed, the personnel may request within thirty (30) days and shall be granted a conference within ten (10) working days of the receipt of his/her request with the Superintendent or the designee of the Superintendent to review the reasons for non-appointment.
4. In cases involving conferences concerning the disputed evaluation of a member of the bargaining unit or in other matters of dispute, said individual may be accompanied by either a CASA representative or a member of the parent national and/or state organization with which CASA is affiliated, if he/she so desires.
5. Each member of the CASA personnel shall be given a copy of any written entries from any superior and from Human Resource Services, including evaluations, made with respect to him/her within five (5) working days of an entry having been placed in the personnel files.
6. The principles of just and proper cause shall apply to all other disciplinary matters, including adverse personnel file entries concerning the personnel.
7. Official files of all CASA personnel shall be maintained under the following conditions.
 - A. The personnel shall receive a copy of all materials regarding his/her conduct, service, character, or personality which are to be placed in his/her file. He/She shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.
 - B. The personnel shall have the right to answer in writing any material filed, and such answer shall be attached to the file copy.
 - C. Upon request, the personnel shall be permitted to examine his/her file.
 - D. The personnel shall be permitted to reproduce any material in his/her file, at his/her cost.

- E. There shall be only one personnel file for each CASA member, and this file shall be housed within Human Resource Services within the District's Administration Offices.
8. All personnel, whenever summoned by a superior to discuss matters involving contemplated disciplining of said personnel, shall have the right to refrain from such discussion until a representative of CASA is present; and no such disciplinary penalty will be effectuated prior to such discussion except in an emergency situation.
 9. The District agrees to continue its policy of treating personnel files as confidential.
 10. All documents, communications and records dealing with the processing of a grievance involving CASA personnel shall not be kept on file in the personnel file of the CASA personnel.
 11. Any CASA unit member with tenure who is rated unsatisfactory and recommended for increment withholding shall be notified in writing of the recommendation pursuant to law. Said member shall receive notification of the recommendation to withhold the increment by certified mail return receipt requested.

ARTICLE IV SABBATICAL LEAVES

Section A

The personnel shall be eligible for sabbatical leave of absence for one (1) year at half salary for study and observation at any time after seven (7) years of total service in the Newark Public School District, except that at least two (2) years of such service shall have been rendered in that position from which said sabbatical leave is applied for. If the individual shall have served in such a position for fewer than two (2) full years, leave may be granted except that the sabbatical leave salary shall be based upon the highest rate paid to said personnel immediately preceding promotion into the administrative or supervisory position currently held by said personnel.

Section B

The personnel shall also be eligible for sabbatical leave of absence for one (1) year at half salary for rest and recreation at any time after fourteen (14) years of total service in the Newark Public School, except that the two (2) year provision contained in Section A of this article shall be equally applicable to sabbatical leaves of absence for rest and recreation.

Section C

The leaves set forth in Section A, and B, of this article shall be granted annually, depending on the availability of funds, at the recommendation of the Superintendent and approval of the Newark Board of Education.

Section D

The leaves set forth in Section A, and B, of this article shall be granted annually to not less than five percent (5%) of the personnel, provided that the number of applicants for such leaves exceeds such five percent (5%).

Section E

Applications for leaves provided hereinabove must be filed no later than March 1 for leaves which will commence at the beginning of the ensuing school year and no later than October 1 for leaves which will commence February 1. Consideration will be given in special cases to applications filed at times other than March 1st and October 1st. Notification of action taken shall be within three (3) months of date of request.

Section F

All current District rules and practices with respect to sabbatical leaves not inconsistent with the provisions of this article shall be maintained.

Section G

Sabbaticals of CASA personnel shall begin as of July 1 and end as of June 30 of the following year, except for such special cases as are made upon request of the individual and favorably acted upon by the District following a favorable recommendation by the Superintendent and approval of the Newark Board of Education.

ARTICLE V OTHER LEAVES AND EXCUSED ABSENCES

Section A - SICK LEAVE

1. All personnel shall be granted sick leave without loss of pay for illness for fifteen (15) days in each school year.
2. Unused sick leave days shall be accumulative without limit.
3. Any member of the personnel employed by the Newark Board of Education who by virtue of extended illness has exhausted all current and accumulated sick leave days may apply for an extended sick leave with pay. Such application shall be processed and dealt with according to such policies and practices as are being implemented by the Newark Board of Education for all other members of the certificated instructional staff.
4. Any supplementary days which may be provided under Subsection 3 above shall in no case be cumulative.

Section B - PERSONAL LEAVE

1. All personal shall be granted four (4) days leave for personal reasons without explanation in each school year without loss of pay.
2. Additional personal leaves may be granted by the Superintendent.
3. All unused personal days shall be converted to sick days at the end of the school year.

Section C - FAMILY ILLNESS

Up to five (5) days in any one (1) year in the event of illness in the CASA member's immediate family or household. Such days are to be deducted from accumulated sick days and in no way are in addition to sick leave already available.

Section D - FUNERAL LEAVE

1. Death in the immediate family or household, five (5) consecutive working days immediately following the death. Death in the immediate family is defined as follows: spouse, children, parent(s), sister, brother, grandmother, grandfather, mother-in-law, and father-in-law.
2. Death of any other relative one (1) day.

Section E - MATERNITY LEAVE

1. Maternity leave without pay shall be granted to the personnel for a period of no more than one (1) year, provided that the personnel on such leave shall be reinstated upon application therefor. Such leave shall be extended for a period of one (1) year upon application therefor to care for the child. Salary placement upon return from such leaves shall be at the same step as when the leave commenced unless the individual on leave has completed at least ninety (90) days of service in the school year, in which case it shall be counted as a year of service for said purpose.
2. Male members of the personnel shall be afforded the same leave privileges as female members.

Section F - MILITARY LEAVE

Military leaves shall be granted without pay to the extent provided by Federal law and with the rights of reinstatement provided by Federal law. Military leaves shall be deemed to include required civilian work in the national interest under the provisions of law applying to conscientious objectors.

Section G - FAMILY LEAVE ACT & FAMILY AND MEDICAL LEAVE ACT

1. The employee shall have the option of using up to 4 weeks of unpaid leave under the FMLA.
2. The sequence of days to be used shall be determined by the employee.
3. Employees taking leave pursuant to either the New Jersey Family Leave Act (FLA) or the Federal Family and Medical Leave Act (FMLA) will be required to fulfill all the requirements of the Act selected, including when applicable, the inclusion of sick leave, personal leave, vacation days, etc. in the leave if such leaves qualify under the act (s).
4. Permitted Purposes for Leave
FLA – Serious health condition of spouse, child, parent including parent in law, or the birth or placement for adoption of a child.
FMLA – Serious health condition of spouse, child or parent, or the employee's own health condition, or the birth or placement for adoption or foster care of a child.

5. Seniority

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

6. Attendance Improvement Plan

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

Section H - RESERVE DUTY

Personnel required to attend active reserve duty shall suffer no loss of pay therefor for the required period of such reserve duty, as provided in the New Jersey Statutes.

Section I - SUBPOENA, SUMMONS, JURY DUTY

1. Personnel subpoenaed by lawful authority shall be deemed to be on leave for the required period of attendance pursuant to the subpoena without loss of pay therefore.
2. CASA unit members required to serve on jury duty by lawful authority shall be deemed to be on leave for the required period of attendance without loss of pay.
3. When a CASA unit member is summoned, as a result of an action arising out of the performance of his/her official administrative or supervisory duties and responsibilities, said individual shall be excused for the required period of attendance, without loss of pay, in accordance with Newark Board of Education policy.

Section J - QUARANTINES

Personnel quarantined by lawful authority shall be deemed to be on leave for the required period thereof without loss of pay therefore.

Section K - MARRIAGES

Personnel married during the school year shall be granted up to two (2) weeks of leave without pay.

Section L - BENEFITS

1. All personnel on leaves authorized by the District shall receive such benefits as are provided to other instructional employees who are on such leave; all benefits (fringe, etc.) shall be restored effective as of applicable re-enrollment dates immediately following reinstatement on the payroll after any leave involving a reduction in or termination of said benefits. It shall be the responsibility of each individual returning from such leave to complete and submit all applications for reinstatement to such benefits as are required by the District.
2. CASA unit members, on leave without pay, shall have the option to pay the premium to maintain their dental, optical, and drug benefits, upon such terms and conditions as the provider/carrier may require, during the period of such leave.

Section M - LEAVE FOR UNION CONVENTIONS AND SESSIONS OF LEGISLATIVE BODIES

1. Administrative leave of absence without loss of pay to attend conferences of the American Federation of School Administrators and of the New Jersey State Council of the American Federation of School Administrators, the New Jersey State AFL-CIO, and the Essex-Hudson Trades Council, not exceeding five (5) days in any one year per individual, shall be granted to duly qualified representatives of CASA.
2. Administrative leaves of absence, without loss of pay, to attend meetings of the Newark Municipal, Essex County, New Jersey State or Federal legislative bodies, shall be granted to duly qualified representatives of CASA upon written request by CASA to the Superintendent. Such requests shall be limited to two (2) CASA representatives per meeting.
3. Requests pertinent to Part 1 and 2 above shall be received by registered mail with a return receipt requested in the office of Superintendent at least two (2) weeks prior to the date of the meeting, when time permits; and a timely response shall be made to CASA by the Superintendent. If no response from the Superintendent is received by CASA five (5) days prior to the meeting, the absence of a response shall mean approval.
4. In any year, the total number of days available to all such representatives collectively, no matter how distributed among those to whom days are granted pursuant to the foregoing, shall not exceed an aggregate of twenty-five (25) days.

Section N - LEAVE FOR UNION SERVICE

1. Leave of absence without pay shall be granted by the Newark Board of Education to members of the bargaining unit upon their personal request and that of CASA in order to work for CASA or for one of its parent organizations. No more than two (2) such leaves of absence shall be granted at any one time. Such leaves shall be granted for a period of not more than one academic year and shall be renewed upon request of the employee and by certification of CASA.
2. When an individual granted such leave of absence returns to regular employment with the District, he/she shall be placed at the step of the salary schedule that he/she would have attained had he/she been continually employed during such absence. There shall be no loss of seniority earned as of the date of the commencement of the leave 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 leave shall not be included in computing length of service for the time required to attain tenure.
3. Any employee granted such leave of absence shall have the right to have maintained on the same basis as all employees his/her participation in any employee health care plans available to District employees for hospital costs, medical-surgical benefits, major medical insurance, or any other such benefits upon regular payment on his/her behalf to the office of Benefits Services of amounts sufficient to cover the cost to the Newark Board of Education for continued participation in such employee welfare plans, provided the District insurers will permit it.

Section O - NEGOTIATIONS ON SCHOOL TIME

Time for negotiations will be mutually agreed upon by CASA and the District. Members of the CASA negotiating committee shall be granted administrative leave with pay if negotiations take place on school time. No more than ten (10) employees shall have the right to receive pay under this provision. They shall be granted administrative leave with pay the day following a negotiating session, if the session lasts past the time agreed to in the ground rules, or after 9:00 p.m. should no time be stipulated in the ground rules. Nothing contained in this section shall be construed to require the District to negotiate during school hours or after 9:00 p.m.

Section P – EARLY RELEASE

CASA unit members who are twelve (12) month employees and who are members of the CASA Executive Board shall be granted early release (2:45 p.m.) no more than twice per month to attend CASA business meetings. As of the date of the execution of this Agreement, there are four (4) twelve (12) month employees who are members of the CASA Executive Board. Under no circumstances, notwithstanding any change that CASA may make in its organizational structure, shall the provisions of this paragraph apply to more than four (4) individuals. CASA shall provide the District with the names of the four (4) individuals, as the case may be, who are designated for early release hereunder.

ARTICLE VI AGENCY SHOP CLAUSE

In accordance with Article VI, the District agrees to deduct from the salary of personnel covered by Section A of Article I and any subsequent additions by virtue of clarification of the unit, by representation petition, by accretion, or by agreement of the parties an amount equal to eighty-five percent (85%) of the dues CASA would otherwise be entitled to on a voluntary basis. Deduction and remission shall be consistent with Article I, Section C.

The United States Supreme Court decision in *Janus v. AFSCME Council 31* made the collection of Agency fees as set forth above illegal in the public sector. As such, the Board will not collect the Agency fees described herein while *Janus* remains the law of the land.

ARTICLE VII TERMINATION PAYMENTS

Section A – JOINT REVIEW

The District recognizes that members of this unit because of dedication to their responsibilities in many instances do not utilize the full amount of sick leave provided to them, so that upon retirement, resignation, or death they have an accumulation of such time for which there is no recognition. The District agrees to meet with representatives of CASA to review and study the possibilities of developing a system wherein staff members who have shown their dedication to their service to the Newark Board of Education by the regularity of their attendance be rewarded appropriately. The District agrees to meet with CASA to review possibilities of sick leave redemption by the estate of a deceased unit member, who shall die while under active employment.

The laws of the State of New Jersey permitting final determination as to the implementation of any program which may emerge from such study is to be evidenced by a special formal District resolution.

Section B – RESIGNATION: 25 YEARS PLUS OF SERVICE

Effective February 1, 1986: In the event a CASA unit member resigns after twenty-five (25) years of service or more, exclusive of the District approved unpaid leaves in excess of thirty (30) calendar days and inclusive of time spent on the FLA and/or FMLA, he/she shall receive payment for unused accumulated sick days; such days compensable at the rate of one (1) full day for each four (4) days of accumulated sick days at the rate of 1/220th of the member's current salary.

Section C – RESIGNATION, RETIREMENT OR TERMINATION PRIOR TO END OF WORK YEAR

In the event a CASA unit member resigns or retires or is terminated before the end of his/her work year, he/she shall receive payment for each of his/her accrued vacation days at his/her current daily rate of pay.

Section D – VACATION DAYS UPON DEATH

In the event a CASA unit member dies before the end of his/her work year, his/her estate shall receive payment for his/her accrued vacation days at his/her current daily rate of pay.

Section E - REDEMPTION OF SICK DAYS UPON RETIREMENT AND REDEMPTION OF SICK DAYS ACTIVE EMPLOYEES

Upon retirement, a CASA unit member shall be compensated for accumulated sick days pursuant to N.J.S.A. 18A:30-3.6. The CASA unit members shall be compensated at his/her current rate of pay for all accumulated sick days in the following manner:

1. One (1) full day for each four (4) days of accumulated sick leave, at the rate of 1/200, with a cap of 300 sick days.
2. Effective July 1, 1998 through June 30, 2000 covered employees who retire will be entitled to receive one (1) day's pay for each three (3) accumulated sick days, at the rate of 1/200 with a cap of three hundred (300) sick days.
3. Effective July 1, 2000, and each year thereafter covered employees who retire will be entitled to receive one (1) day's pay for each three and one-half (3½) accumulated sick days at the rate of 1/200 with a cap of three hundred (300) sick days.
4. Individuals who provide at least ninety (90) days' notice prior to their date of retirement and retire on July 1 shall receive reimbursement for unused sick days at the rate of one day for every three days at the rate of 1/200th with a cap of three hundred 300 days.

Upon retirement or resignation, a CASA unit member shall have the additional option of receiving the value of his/her accumulated sick days paid out in one (1) of three (3) options.

- A. In accordance with the existing procedure as set forth in Article VI of the contract.
- B. For amounts in excess of \$5,000 but less than \$10,000 in two (2) equal payments, one (1) per year, on the second pay day in January in each of the two (2) successive years after the date of actual resignation or retirement from the school District.
- C. For amount in excess of \$10,000, in three (3) equal payments, one (1) per year, on the second pay day in January in each of the two (2) successive years after the date of actual resignation or retirement from the school District.
- D. In the event the individual dies prior to the receipt of all monies owed to him/her, said balance of monies shall be paid in full to the estate or designated beneficiary. All monies paid to the CASA unit member shall be calculated pursuant to the existing language of Article VI of the contract entitled Termination Payments.

The District and CASA shall cooperate and agree upon a procedure to implement those items listed above as options A, B, C and D.

ARTICLE VIII TRANSFERS

Section A - VOLUNTARY TRANSFERS

1. Definition of a Vacancy

A duly constituted vacancy exists when a position has been vacated because of termination, resignation, retirement, promotion, transfer or death of the individual appointed to it or for any other reason where a position has been vacated. When any of the above mentioned events occurs, no vacancy exists if the vacated position is eliminated. In such cases, the President of CASA will be notified within twenty (20) working days after the effective date of the vacancy. (If the President of CASA is not notified within twenty (20) days, the position shall remain as a current budgeted position). No vacancy exists because of sabbatical leave, furlough, other leaves, illness, or for any other reason where the position has not been vacated by the individual appointed to it.

2. Procedures effective from September 1 through June 10th.

Announcements of administrative and supervisory vacancies in the instructional area shall be posted online and simultaneously emailed to CASA. These announcements shall be posted online for a period of ten (10) school days.

3. Procedures effective from June 11th through August 31st

Announcements of administrative and supervisory vacancies in the instructional area shall be sent by registered letter, return receipt requested, to the members of the personnel who are eligible for lateral transfers to fill such vacancies and to the president of CASA no later than ten (10) days after the Director of Human Resource Services has been notified that a vacancy exists. The letters will be sent to the permanent address

or the summer address as listed. No appointments shall be made until after twenty (20) days shall have elapsed from the date of the vacancy.

4. Members of the personnel who wish to apply to transfer to any other location shall submit their request in writing to the Director of Human Resource Services; and such application shall include, in order of preference, the school or schools desired.
5. Selection shall be based on consideration of qualifications, seniority, personal preference of the applicant, integration of staff, and the welfare of children and the community. Action on applications for transfers shall be made for good cause and shall in no case be based on any personal bias or vindictiveness against the applicant. Consideration of such applications for voluntary transfers shall be made prior to the consideration of any individuals in existing promotional pools.
6. Upon request, any member of the personnel who has applied for but has not been granted a transfer will be given an explanation in writing by the Director of Human Resource Services.

Section B - INVOLUNTARY TRANSFERS

When an involuntary transfer of the personnel occurs, the individual and/or CASA has the right to request and be granted a meeting with the Superintendent. In all cases there will be a minimum of seven (7) school days between notification of the contemplated transfer and the actual transfer, unless otherwise agreed. The CASA personnel shall be given an explanation in writing indicating the reason for the transfer.

ARTICLE IX PERIOD OF SERVICE

Section A - ADMINISTRATORS WHO WORK ON SCHEDULING

Scheduling Vice Principals will complete their assigned work within their normal work year (10 months, 20 days) with the provision that they may work at *pro rata* salary for an additional five (5) days if approved by the Superintendent.

It is further understood that the summer schedule of the scheduling administrator must, if necessity, be flexible and therefore is to be determined by the provisions of Section A of this Article.

ARTICLE X SCHOOL YEAR, SCHOOL DAYS AND HOLIDAYS

Section A – COMMENCEMENT OF SCHOOL YEAR

The school year of the personnel directly assigned to schools shall commence two (2) days prior to the day all teachers report to school, (except as indicated in Section D of this Article). Effective September 1, 2004, the work day of personnel directly assigned to schools shall be increased by 10 minutes.

Section B – TERMINATION OF SCHOOL YEAR

The school year shall terminate on the same day as it terminates for the teaching staff of the schools, provided that all requirements for closing school have been met by the personnel directly assigned to the schools.

Section C – ADDITIONAL DAYS OF SERVICE

Whenever any individual member of the bargaining unit, upon the request and approval of the Superintendent or the District, shall have rendered any days of service which days are over and above such days of service as are required of all other personnel in that category, such additional days of service shall be compensated at the appropriate daily rate.

Section D – SCHOOL YEAR REPORTING DATES

1. The District sets the work calendar, including the start and end date for each year, with the provision that Principals and School Chief Innovation Officers shall work the negotiated two hundred twelve (212) days each school year. The District agrees that the first day of reporting for Principals will be no earlier than the first Monday in August, but may be later. The District agrees that the first day of reporting for Vice Principals and Department Chairpersons will be no earlier than the second Monday in August, but may be later. Principals shall not be required to work during Spring Recess.
2. Vice Principals and Department Chairpersons shall work the negotiated two hundred four (204) days each school year. Vice Principals and Department Chairpersons shall not be required to work during Spring Recess.

Section E – PARENT/TEACHER CONFERENCE

Personnel directly assigned to schools shall be required to attend two (2) district-wide parent-teacher conferences per school year. These parent-teacher conferences shall be scheduled on the “staff professional development days” when schools are closed at 1 p.m. for students. The parent-teacher conferences shall end by 7 p.m. There shall be one (1) parent-teacher conference scheduled prior to February 1 of each school year and one (1) parent-teacher conference scheduled after February 1 of each school year.

Section F - PAY DATES/PAY OPTIONS

1. CASA personnel shall continue to be paid on a bi-weekly basis (every other Friday).
2. CASA personnel shall have the option of receiving their salary on an eleven (11) or twelve (12) month basis provided the personnel make a written request for the eleven or twelve-month option no later than July 31st for the ensuing year.
3. Escrow checks for the twelve (12) month option will be distributed on the last work day. These last four (4) checks will be printed, dated and given to the individual on the last day of school.

4. Escrow checks for the eleven (11) month option will be distributed on the last work day. These last two checks will be printed, dated and given to the individual on the last day of school.

Section G - VACATIONS

Directors, Assistant Directors*, Coordinator of Data Processing*, Supervisors, and Curriculum Specialists* (inactive titles as of the date of ratification of this Agreement) shall be entitled to twenty-two (22) days of annual paid vacation to be elected as consecutive working days with the approval of the Superintendent. If an individual does not use his/her allotment of vacation days within a given year that individual may be permitted to carry the unused vacation days to the next fiscal year. In no case shall the individual be permitted to carry over more than twenty-two (22) vacation days. Principals shall be entitled to twenty (20) vacation days annually, which must be used as consecutive working days during the month of July.

ARTICLE XI SUPERVISION OF STUDENT ACTIVITIES

Section A - ELIGIBILITY

Any personnel whose duties do not conflict with services involving the supervision of student activities for which supplementary compensation is paid shall be eligible for assignment to the performance of such services upon the recommendation of the Superintendent and approval by the Newark Board of Education.

Section B - COMPENSATION

When personnel covered by this Agreement shall be assigned to administer and supervise such activities, they shall be compensated for same at a rate which shall be fixed by agreement between the District and CASA, except that such a rate shall be no higher or lower than that paid any other staff members in such assignments.

ARTICLE XII RULES, PRACTICES AND RENEGOTIATIONS

The District shall make no changes in existing Newark School District's rules, regulations, policies, or practices relating to the wages, hours, and terms of employment of the personnel, not specifically covered by this Agreement, without prior review with and the agreement with CASA, provided that any existing rule, regulation, policy, or practice in conflict with the provisions of this Agreement shall be deemed amended or superseded by such provision, as the case may be.

In order to avoid the salary placement of subordinate employees on a schedule of salary greater than the salary of the persons who shall supervise them, the District and CASA agree, that when the salary of the subordinate shall exceed the salary of the superior by virtue of the state's mandated minimum teacher's salary, the parties to this Agreement shall reopen negotiations as to salary only. It is understood by and between the Parties that this Agreement shall only operate as a salary reopener if, and when, the implementation of the state's minimum salary shall be the cause of the subordinate's salary placement which shall exceed that of the salary placement of the superior.

ARTICLE XIII TERMS OF EMPLOYMENT - GENERAL

Section A – LUNCH PERIOD

The personnel shall be entitled to a daily lunch period of reasonable length, but in no case shall a lunch period exceed in time that which is granted any other staff member at that location.

Section B - COPIES OF BOARD AGENDA

The Superintendent agrees to make available to the President of CASA four (4) copies of the District Agenda of all public District meetings at least twenty-four (24) hours in advance of each meeting.

Section C - USE OF FACILITIES

Upon the approval of the Principal, CASA shall have the right to use school facilities for meetings after the hours of the normal school day providing it does not interfere with any other activity. Such meeting shall end no later than 7:00 p.m.

Section D – SPACE AND EQUIPMENT

The personnel shall be provided with adequate space and reasonable equipment to conduct the required work of their position. Wherever possible, in existing buildings, such equipment shall include direct private communication with the office of the building; and provisions for such communication shall be included in planning for the rehabilitation of communications systems in existing buildings and in all new construction.

Section E – CASA COMMITTEE REPRESENTATIVES

1. CASA shall select the representatives to serve on any committees established through negotiations.
2. The President of CASA may submit to the Superintendent, recommendations of representatives for any other committees established by the Superintendent which include administrative participants. The Superintendent shall inform the President of CASA of the establishment of such committees.

Section F – INFORMED OF REASON, PRIOR TO MEETING

Any member of the CASA bargaining unit summoned to meet with the Superintendent or the Deputy Superintendent or the appropriate Assistant Superintendent or the Associate Superintendent shall be informed of the reason for such meeting prior to the meeting which his/her presence is requested.

Section G – SUFFICIENT TIME FOR REPORT PREPARATION

All CASA personnel shall, where possible, be given a sufficient and reasonable period of time to prepare reports and data requested by the Central Office.

Section H – CASA PROFESSIONAL IMPROVEMENT FUND

The District will provide funds to be made available to the personnel for expenses incurred in the attendance of professional conventions, conferences, workshops, or other similar events which may promote professional improvements; such attendance shall be permitted without any loss of wages or personal days and with substitutes provided for such personnel as may require coverage of classes taught by them. The selection of personnel for such attendance, the amount of funds for such attendance, and the length of such attendance will be determined cooperatively by the Superintendent and the CASA President. The benefits are to be available under this Section to the members of this unit with no discrimination because of membership or non-membership in CASA.

For the duration of this Agreement, the Newark Board of Education shall allocate a sum of \$80,000 for each school year. The funds are to be utilized during the year and to the amount indicated for each year. Any funds unexpended in the Professional Improvement Fund shall be redistributed by the Professional Improvement Committee pursuant to the guidelines it shall establish for this purpose. Redistribution shall be made only to individuals who have unreimbursed expenses. Reimbursement shall be determined by the Professional Improvement Committee and reimbursements shall not be made for amounts less than ten dollars (\$10). Reimbursement shall be completed prior to the end of the fiscal year.

Section I - COMPENSATION FOR TRAVEL

1. All CASA personnel shall be compensated at the NJOMB rate when they use their personal automobiles in the performance of official business. Personnel who use public transportation shall be reimbursed for costs incurred.
2. Procedures - Mileage Allowance.
 - 2.1 The mileage allowance shall apply to all CASA personnel in the following situations:
 - A. Meetings where attendance is required. These meetings must be authorized by the Superintendent, Deputy Superintendent, or Assistant Superintendent or any other District employee vested with the authority to conduct such meetings.
 - B. Performance of official business (e.g. upon direction from the Superintendent or the Assistant Superintendent) by CASA personnel who, in the course of their duties, are required to travel.
 - C. Personnel who use public transportation shall be reimbursed for costs incurred in above situations.
 - D. For the purpose of computation, the departure point shall be the individual's work location.
 - E. In cases where CASA personnel are required to report from their homes to a specific location to carry out mandated responsibilities beyond the close of the regular school day, the points of departure and return, for the purpose of computation of mileage allowance, shall be the person's home.

2.2 The mileage allowance shall be NJ OMB allowance and shall be payable within thirty (30) working days from the submission of voucher to the Assistant Superintendent. The reimbursement allowance shall be paid by separate check.

2.3 Vouchers for reimbursement shall be prepared on a monthly basis. These vouchers shall be submitted to the Assistant Superintendent for review and approval by the fifth (5th) day of the month. If such vouchers have not been acted upon within five (5) working days after submission to the Assistant Superintendent, they shall be forwarded to the Accounting Department for payment.

2.4 The mileage allowance is reimbursement for the use of a vehicle within the specifications of the NJ OMB.

Section J - PERSONNEL PERFORMANCE EVALUATION AND FILES

1. When evaluations involve visitations, they shall be done openly and with the knowledge of the personnel being observed. Every written evaluation of the performance of any personnel shall be signed by the individual who makes the evaluation.
2. If a "U" rating is given, it is the obligation of the evaluator to make specific recommendations for improvement. In the event of a strong difference of opinion, the personnel rated "U" may request an evaluation by another properly authorized individual.
3. The District will continue its policy of not using any type of mechanical or electronic device for the purpose of monitoring or recording the performance of any personnel.
4. Evaluations shall not be placed in the file of any of the personnel unless the personnel have had the opportunity to read the material. The personnel shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed. Such signature shall merely signify that the personnel has read the material and is not to be construed that he/she necessarily agrees with its contents. If personnel refuse to sign, that fact shall be noted, dated, and witnessed.
5. Each personnel shall be given a copy of each written evaluation.
6. Any of the personnel represented by CASA shall have the right to inspect all items in his/her personnel file, and he/she shall also have the right to include in that file any information or material which he/she considers germane, within reason.

Section K - ASSIGNMENT FOR PERSONNEL IN SCHOOLS

The schedule of assignments for the personnel in school buildings shall be arranged by the Principal in consultation with Human Resources and approved by the Assistant Superintendent.

Section L - UNION REPRESENTATION

In cases involving the evaluation of a member of the bargaining unit or in matters of dispute, said individual may be accompanied by either a designated CASA representative or a member of the parent national organization or both.

Section M - CIVIL ACTION, CRIMINAL ACTION & PERSONNEL COMPENSATION

1. Negligence - Whenever any civil action has been or shall be brought against any personnel for any act or omission arising out of and in the course of the performance of the duties of such personnel, the District shall indemnify the costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefore in accordance with present law or subsequent amendments of such law; and the Newark School District may arrange for and maintain appropriate insurance to cover all such damages, losses or expenses.
2. Assault - In the event any criminal action is instituted against a member of the personnel for any act or omission and should such proceeding be dismissed or result in a final disposition in favor of such member of the personnel, the District shall reimburse that person for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals, in accordance with present law or subsequent amendments of such law.
3. Compensation – The District shall comply with the service connected disability (worker’s compensation) statute under N.J.S.A. 18A.
4. The personnel shall immediately report to the appropriate Assistant Superintendent any and all incidents involving personal injuries or property damages as concerned with their employment.

Section N - CONSULTATION SCHOOL CALENDAR

The District shall consult with CASA representatives prior to the adoption of the school calendar for the year. Nothing however shall limit the right and responsibility of the District to adopt a calendar.

Section O - STAFFING LIST

All administrators in the CASA bargaining unit will be provided with a list of the names of their tentative teaching and office staff no later than five (5) days prior to the opening of school.

Section P - COPIES- CIRCULAR, BULLETINS AND DIRECTIVES

Two (2) copies of all circulars, bulletins, and directives shall be forwarded to each school and each Central Office and department location.

Section Q - MODIFICATIONS-BOARD POLICY AND RULES

Principals and Directors shall keep their personnel informed of all changes in District policy or rules.

Section R - COPIES- BOARD ACTION AGENDA AND MINUTES

1. At least one (1) copy of the District action agenda shall be forwarded to each school and Central Office and department location within the week following the District action meeting.
2. The District action minutes shall be forwarded to each school and Central Office and department location as they become available.

Section S - EMERGENCY CONTINGENCY PLAN

1. The District and CASA agree that, in the event of a strike by other employees or any other emergency which causes an unusual shortage of available non-supervisory staff, the District:
 - A. Will not assign CASA personnel to any classroom instructional activities which are not part of their regular duties.
 - B. Will pay CASA personnel a *per diem* stipend based upon their daily pay rate for every “make-up” or extra instructional day as that is added to the school year as a result of the emergency.
 - C. Will pay CASA personnel on a *pro-rata* basis, in the event that they are required to render services before or after the normal school day as a result of the emergency.
 - D. Will not order, direct, require, or take any other action which will place any CASA personnel in a situation in which his/her personal or professional health and safety are endangered.
 - E. Shall not degrade the professionalism of CASA personnel during any labor strike by directing them to take photographs, movies, or other audio and/or video recordings of those engaged in a labor action; nor shall the District cause CASA personnel to serve subpoenas or other legal documents upon those engaged in a labor action.
 - F. Shall require that CASA personnel prepare and/or provide reports to the appropriate Assistant Superintendent regarding the activities and status of their school or Central Office location. These reports shall include, but not be limited to, numbers of staff and students on site, all activities on school property, special problems and/or conditions that may exist at their particular location.
2. The District and CASA agree that, in the event or imminence of a strike by other employees or any other emergency which causes an unusual shortage of available non-supervisory staff, the Newark Public School District will name a representative who shall maintain close and constant communication and consultation with the President of CASA or his/her designee. The Newark Public School District’s representative shall have the authority and responsibility to take any action necessary to improve and/or remedy any unnecessary or inequitable impact of the strike or other emergency on

safety, work load, and other terms and conditions of employment of members of the CASA collective bargaining unit.

Section T - ATTENDANCE GRIEVANCE HEARING

During the work year of CASA unit members, Principals and Directors shall attend all grievances related to their schools, departments or divisions, providing that:

1. Written notice of the hearing with a return receipt requested shall be provided to the principal no less than forty-eight (48) hours prior to the date of the scheduled hearing;
2. Hearings scheduled at the Superintendent's level are convened by the assigned hearing officer no later than thirty (30) minutes after their scheduled work day; and;
3. Hearings scheduled at the District level are convened by the assigned hearing officer no later than 4:00 p.m. on the date of the hearing.

Section U - REPORTING TO SCHOOL END OF DAY

1. In the event a twelve (12) month CASA unit member is assigned by his/her superior/supervisor to report to a school and the reason for the assignment to report requires the employee to be present at the close of the school day, he/she shall not be required to return to the central office or department location.
2. This provision shall not apply to an instance where the employee has advance knowledge of a scheduled meeting or circumstances where his/her presence at the central office or department location is required subsequent to the close of the school day.

Section V – TUITION REIMBURSEMENT

1. The Newark Board of Education agrees to reimburse the cost of tuition not to exceed two hundred and fifty dollars (\$250) per credit for courses receiving prior approval from the Tuition Reimbursement Committee (TRC). The TRC shall be comprised of the Professional Improvement Fund Committee and two (2) District appointments. The initial phase of the tuition reimbursement program will have begun as of July 1, 2004. The application and approval process for this initial phase is outlined in the CASA Tuition Reimbursement Program (CTRP).

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

- a. At the graduate level that will improve the CASA members' ability in areas that allows them to function better in their capacity in which they are employed or to advance in the educational field.
- b. In an area particular to which the CASA members may be assigned within the District.

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

Courses that shall be approved for reimbursement include, but are not limited to, study in the following areas:

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 CASA member's area (s) of certification
 10. Courses outside CASA members' area of certification that relate to the CASA member's course (s) of study. (i.e. technology courses that would enhance the ability of one to perform his/her duties)
 11. Administration and supervision
 12. Drug and alcohol abuse awareness
 13. Suicide awareness
 14. School law
 15. Contemporary health issues awareness
 16. Computer literacy
 17. Development psychology
2. Application forms for tuition reimbursement shall be submitted no later than forty-five (45) calendar days prior to the beginning of the college academic term.
 3. Effective January 1, 2005, written approval for tuition reimbursement must be received from the TRC prior to registration on a prescribed form available at the Office of Staff Development.

One hundred percent (100%) payment for tuition reimbursement shall be forthcoming within forty-five (45) days upon receipt of official evidence of satisfactory completion of coursework. For the purpose of this program, satisfactory is equivalent to a 'B' or better. Fifty percent (50%) reimbursement will be for a grade of 'C'. For courses requiring a pass/fail score there shall be one hundred percent (100%) reimbursement for pass and zero percent (0%) reimbursement for fail. CASA members will be limited to nine (9) credits per year.

For the duration of this Agreement, the Newark Board of Education shall allocate a sum of fifty-five thousand dollars (\$55,000) each school year. These funds shall not accumulate or carry over from one year to the next. The approval of tuition reimbursement applications will be given on a first come first-served basis until the allocations have been fully committed except in areas mutually agreed to by CASA and the District. CASA members approved for tuition reimbursement shall forfeit the value of the reimbursement if the member resigns/retires from the District within three (3) years of the date the member received the reimbursement. A member shall not receive reimbursement for such course(s) if he/she indicates in writing the intent to leave the District prior to receipt of notice of official satisfactory completion of the course. The TRC will meet as needed to review the program.

Section W – BULLETIN BOARDS

The District shall provide a separate bulletin board or a separate section of a larger bulletin board of adequate size, but not less than nine (9) square feet, (except in unusually small offices which lack adequate space) but not less than the size of those bulletin boards which are currently in place for the exclusive use of CASA in an easily visible position in the main office of every school building, and in other work locations of CASA members. CASA agrees that it will at no time use such space for posting any material that are unethical, unprofessional, or in violation of law.

Section X – PRESS RELEASES

The District shall supply CASA with copies of all press releases at the time of their release. CASA shall be invited to all press conferences held by the District.

SECTION Y – MEETINGS WITH THE SUPERINTENDENT

It is understood and agreed that an active employee on the CASA Executive Board shall be designated as CASA's official representative. CASA's official representative may request a meeting with the Superintendent, or his/her designees, upon reasonable advanced notice. At the time of the request, CASA's representative shall provide an agenda of topics to be discussed to the Superintendent. The meeting shall be scheduled at a mutually convenient time. Approval for a meeting will not unreasonably withheld by the Superintendent.

ARTICLE XIV PRINCIPALS STATUS AND TERMS OF EMPLOYMENT

Section A – PRINCIPAL RESPONSIBILITIES

The Principal shall be responsible for the administration, direction, and supervision of all activities and projects assigned to the school, including those financed privately and by federal funds, at such time when the school is under his/her supervision. The Principal shall, under the direction of the Superintendent, have the authority to carry out those responsibilities as provided under the law and District rules.

Section B – VISITING STAFF MEMBERS

1. All staff members of the Newark School District, including all supervisory and special project personnel, and all other visitors must report directly to the main office upon entering any school building.
2. The Principal shall receive a copy of any written evaluations made by Central Office personnel.

Section C – EMERGENCY SITUATIONS

In the case of a serious emergency, where the health and safety of the pupils and staff are endangered, the Principal shall have the authority to close the school. In all such cases, the incident shall be reported by telephone as quickly as possible and followed within forty-eight (48) hours by a written report to the Assistant Superintendent.

Section D – ADMINISTRATIVE STUDENT PLACEMENT

Administrative placement of pupils shall be made after consultation between the appropriate Assistant Superintendent and the Principal to determine the desirability of such placement. The final determination shall rest with the Superintendent or his/her designee.

Section E - REQUEST FOR SURVEYS, REPORTS AND INFORMATION

1. All new or revised procedures must be approved by and issued from the office of the Superintendent, the Deputy Superintendent, or the appropriate Assistant Superintendent in charge of the school.
2. All surveys, reports and information requested from the Principal shall be channeled through the office of the Superintendent, the Deputy Superintendent or the appropriate Assistant Superintendent in charge of the school. In order to follow the line authority, no other District personnel shall issue any directives or impose additional requirements.

Section F - SCHOOL BUDGET

Concerning matters regarding each individual school's budget, procedures shall be as follows.

1. The Principal shall determine the budgetary needs for his/her school building.
2. Each Principal shall be notified of the final operating budget for his/her school building for the ensuing year no later than one (1) month after the budget has been finally adopted by all authorized agencies.
3. Transfers within the individual school's budget shall be approved by the building principal and the Leadership Team Assistant Superintendent.
4. Principals will be informed by November 1st of the cut-off dates regarding the budget for the ensuing school year.

Section G - REQUEST TO HAND CARRY ITEMS

Except in case of emergencies as defined by the Superintendent, Deputy Superintendent or the Assistant Superintendent, Principals shall not be required or requested to either hand carry or designate a staff member to hand carry information or material to or from the Central Office. Such emergencies shall be defined in writing to the President of CASA within forty-eight (48) hours.

Section H - CLASS COVERAGE

Principals shall not be required to teach or cover any classes except in cases of emergencies as defined by the Superintendent.

Section I - STAFFING FORMULAS

Principals shall be made aware of all formulas for staffing of schools.

Section J - EVALUATION

Principals are to be evaluated solely by the Superintendent, or by the appropriate certificated designees of the Superintendent, which includes, but is not limited to Assistant Superintendents. It is also understood that the identity of the evaluators, by job title, will be disclosed to the Principals at the beginning of each school year.

Section K - LIST OF ADMINISTRATIVE ASSIGNMENTS

Once a year, and within thirty (30) days after a Principal has been notified in writing that his/her school organization has been approved by his/her administrative superior, the Principal will submit to his administrative superior a list of the duties assigned each administrative member.

ARTICLE XV VICE PRINCIPALS STATUS AND TERMS OF EMPLOYMENT

Section A - VICE PRINCIPAL RESPONSIBILITY

1. The Vice Principal will share with the Principal the overall administration and supervision of the school and all of its personnel under the direction of the Principal of the school building.
2. All the Vice Principals shall meet at least monthly with the building Principal to discuss school policies and procedures. The Vice Principal shall have input in the development of these policies and procedures.

Section B - ABSENCE OF PRINCIPAL

Implementation of compensation for this service shall be in accordance with Article XXV entitled "Promotional Salary Determination and Adjustment" as written in this District Agreement and retroactive to the commencement of the Principal's absence.

ARTICLE XVI DIRECTORS AND SUPERVISORS STATUS AND TERMS OF EMPLOYMENT

CASA personnel appointed to twelve (12) month positions of Director, Assistant Director, Supervisor and Curriculum Specialist shall function as staff officers operating under the direction of the Superintendent through the appropriate Assistant Superintendent, to further the instructional programs of the schools.

SECTION A - DIRECTORS

1. All Directors shall meet at least once a month with the Assistant Superintendent to whom they report. Such meetings will be held for the purpose of discussion of their respective programs.

2. Directors shall be responsible for conducting the work of their respective departments, including assignment of Assistant Directors and Supervisors, with the approval of the appropriate Assistant Superintendent.
3. The primary function of directors shall be the improvement of instruction and service in their respective areas of specialization.
4. Directors shall confer with Principals, Vice Principals and appropriate Department Chairpersons with regard to facilities, program content, teaching performance and staffing and shall make such recommendations as they may deem pertinent.
5. Directors may, whenever they may deem it necessary and with the knowledge of the Principal, hold conferences with individual teachers or groups of teachers to review matters relating to the improvement of instruction within their areas of specialization, providing that such meetings do not conflict with the daily schedules of the teachers involved.
6. Directors, when visiting a school and present in that school at the end of the day, shall be available for consultation with administrators and appropriate department chairpersons and teachers of that school.
7. Directors shall not be required to cover any school classes in the absence of a teacher except in cases of emergency as defined by the Superintendent.
8. Directors are to be evaluated solely by the Superintendent or the Assistant Superintendent to whom they are directly responsible.
9. In case of the temporary absence of a supervisor for more than one (1) calendar month (or less if deemed advisable by the appropriate Assistant Superintendent) a teacher in the District possessing supervisory certification, with appropriate teaching certification in the area of specialization, may be recommended by the department director to serve on an acting basis upon the approval of the appropriate Assistant Superintendent.

SECTION B - SUPERVISORS

1. In case of the temporary absence of a Supervisor for more than one (1) calendar month (or less if deemed advisable by the appropriate Assistant Superintendent) a teacher in the District possessing supervisory certification, with appropriate teaching certification in the area of specialization, may be recommended by the department Director to serve on an acting basis upon the approval of the appropriate Assistant Superintendent.
2. Supervisors shall visit schools for the purpose of improving the instruction of teachers in their areas of specialization. Supervisors shall confer with Principals in the area of their specialization concerning facilities, programs, and the work of teachers, making such recommendations, as they may deem advisable. The Supervisors may, whenever they deem it necessary and with the concurrence of the Principal, hold conferences with individual teachers or groups of teachers to review matters relating to the improvement of instruction within said schools.

3. Supervisors shall continue to visit the schools where required, for the purpose of evaluating within their specific areas of expertise, itinerant and/or ancillary instructional staff who come under their direct responsibility through a Central Office department.
4. Supervisors shall not be required to cover any school class assignments or administrative assignments except in emergencies as defined by the Superintendent.
5. All Supervisors shall meet at least once a month with their respective Directors. Such meetings should be held for the purpose of review of respective duties and responsibilities.
6. Supervisors shall be evaluated by the Director of their respective areas of responsibility.

ARTICLE XVII
DEPARTMENT CHAIRPERSONS & DEPARTMENT CHAIRPERSONS-ATHLETICS
STATUS AND TERMS OF EMPLOYMENT

Section A - DEPARTMENT CHAIRPERSONS

1. Each section of the article pertains equally to Department Chairpersons, except as otherwise provided.
2. Department Chairpersons are responsible to the Principals and Vice Principals of their respective schools.
3. The primary responsibility of Department Chairpersons shall be the organization, administration and supervision of the departments to which they have been assigned.
4. They will assist in the assignment and evaluation of the total performance of their teachers and counselors.
5. They will be responsible for curriculum development and the improvement of instruction. They will be responsible for the ordering and the care and control of supplies and equipment of the departments to which they have been assigned.
6. Department Chairpersons shall be responsible for assisting the Principal and Vice Principals and shall share with them in school-wide duties, including corridor supervision, cafeteria supervision, disciplinary responsibilities, school committee assignments and assisting in the implementation of school-wide policies under the direction of the Principal and Vice Principal.
7. In order to guarantee maximum effective supervisory services in all secondary schools, Department Chairpersons in the secondary schools shall be assigned as follows.
 - A. Those supervising up to nine (9) teachers shall be assigned to not more than two (2) periods per day to the regular teaching of classes.

- B. Those supervising ten (10) or more teachers, but not more than fifteen (15) teachers, shall be assigned to not more than one (1) period per day to the teaching of classes
 - C. Those supervising sixteen (16) or more teachers shall be assigned to full time supervisory activities.
8. Department Chairpersons shall not ordinarily be scheduled to teaching duties during the first or last period of their school day.
 9. The Department Chairperson shall receive a copy of any written evaluations made of teachers in his/her department.
 10. The work day of Department Chairpersons shall commensurate with that of the normal administrative work day in the Newark secondary schools.
 11. During this service the Department Chairpersons shall be compensated in accordance with Article XXIII and Appendix A.

Section B - DEPARTMENT CHAIRPERSON-ATHLETICS

In order that the students of the public schools of Newark may fully participate in a program of athletics not only within each high school in the District, but between high schools in the District and with high schools in surrounding school Districts, the position of Department Chairperson-Athletics has been established.

1. The Department Chairperson-Athletics shall be required to work the same numbers of hours bi-weekly as do all other chairpersons. However, the hours shall be flexible in order to enable the program of extra-curricular athletics, both intramural and interscholastic developed at each school to be successfully implemented (after school, weekends and evening).
2. Each Department Chairperson-Athletics shall be provided adequate space in the school to which he is assigned and shall be provided direct private communication with the office of that building as well as facilities and other equipment to conduct the required work of the position.
3. Each Department Chairperson-Athletics shall sign in and out at the school to which he/she is assigned.
4. Each Department Chairperson-Athletics shall not be *required* to teach classes.
5. Department Chairperson-Athletics shall work 10 months, 20 days. Any days beyond 10 months, 20 days shall be paid *pro-rata* in accordance with District/CASA contract.
6. Department Chairperson-Athletics assigned to a high school shall report to the Principal/Vice Principal of that school.
7. Basic functions and responsibilities on job announcement:

- A. Organizes and administers the overall program in the school of extracurricular athletics, both intramural and interscholastic.
 - B. Assumes responsibility for the organization and scheduling of all interscholastic athletic events for the School.
 - C. Prepares and administers the program budget at the school.
8. Department Chairperson-Athletics supervises coaching staff members with emphasis on the improvement of instruction and skill development. He/she handles routine administrative duties and actively engages in school wide activities where applicable.

ARTICLE XVIII PROMOTION

Section A- DEFINITION

1. Promotional positions are defined as follows: Positions which pay a special salary differential, which involve in part or in full, the performance of supervisory or administrative duties, and which include the positions of Superintendent, Deputy Superintendent, Assistant Superintendent, Director, Assistant Directors, Supervisor, and Coordinator attached to the Central office staff, Principal, Vice Principal, Department Chairperson, Department Chairperson-Athletics and Curriculum Specialist.
2. The notice of any vacancy shall clearly state all qualifications, descriptions, requirements, duties, salary and such other pertinent information respecting the vacancy. Each notice shall be simultaneously emailed to CASA and posted online.
3. All notices of vacancies shall be posted online – and emailed simultaneously to CASA - no less than ten (10) days prior to the time for which the receiving of applications for said vacancies is closed.

Section B - PROCEDURES

The District and CASA also agree on the promotional procedures as set forth below:

1. All candidates for promotional positions shall submit formal applications.
2. Candidates in order to be eligible to apply for promotional positions shall meet training, experience and State certification requirements as established for each promotional position.
 - A. For Principals, Directors, Assistant Directors and Coordinators attached to the Central Office: three (3) years of successful contractual teaching experience in the District, with attainment of tenure.
 - B. For Vice Principals, Department Chairpersons, Supervisors and Curriculum Specialists: three (3) years of successful contractual

teaching experience in the Newark Board of Education, with attainment of tenure.

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

Section C – RECOMMENDATIONS BY THE SUPERINTENDENT

1. In the case of the position of Deputy Superintendent or Assistant Superintendent, the general policies contained in Section A of this article shall apply.
2. The Superintendent, on the basis of his/her examination of the qualifications of the candidates and any other procedures which he/she may choose to employ, shall be the sole judge as to the individuals he/she may select for recommendation to the Newark Board of Education for appointment to any such position.

ARTICLE XIX EMPLOYMENT FOLLOWING PRIOR RESIGNATION

Section A – APPLICATION FOR REAPPOINTMENT

Any member of the personnel covered by this Agreement who has resigned from employment by the District and who has completed two (2) full school years of satisfactory service immediately prior to such resignation shall be permitted to apply for reappointment. If the application for reappointment is made no more than three (3) calendar years following the date of resignation, the applicant shall automatically be placed in the promotional pool for the position held prior to his/her resignation. The promotional pool referred to in this article shall be the promotional pool referred to in Article XVIII.

Section B – SALARY UPON APROVED REAPPOINTMENT

Should the Superintendent recommend such an individual for re-appointment and should such re-appointment be approved by the District and Newark Board of Education, the individual shall be re-appointed at a salary no less than that received at the time of his/her resignation.

ARTICLE XX MATTERS NOT COVERED

Section A – REPLACEMENT OF CONFLICTING PROVISIONS

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

Section B – POLICY & PRACTICE CHANGE

The District agrees that it will make no change in existing District policy or practices related to employee wages, hours, and conditions of employment and specifically covered by this Agreement without prior negotiation with CASA.

ARTICLE XXI CONFORMITY TO LAW AND SAVINGS CLAUSE

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

ARTICLE XXII FRINGE BENEFITS

Section A – MAINTENANCE OF BENEFITS

It is agreed that CASA unit members shall maintain all benefits accrued to this date.

Section B - HEALTH BENEFITS

All CASA unit members in PPO10, PPO15, and PPO15/25 health insurance plans shall be moved into the NPS PPO 20/20 health benefits plan. Health benefit contributions will be made in accordance with Chapter 78.

Section C - DENTAL PROGRAM

Coverage shall be afforded to CASA personnel, their spouses and dependents through the age of 22 if a full time student, or otherwise through age 18. The cost of such program shall be borne by the District.

Such coverage to include:

- a. Preventive and Diagnostic.....100%
- b. Remaining Basic Services..... 90%
- c. Prosthodontic Benefits..... 70%
- d. Orthodontic Benefits..... 50%

The above percentages shall be based upon the Usual, Customary and Reasonable fee concept (U.C.R.) as provided by Blue Cross-Blue Shield.

Section D - RETIREE

Any CASA unit member who retires after twenty-five (25) years or more of service shall be eligible to purchase dental, prescription and vision benefits at the District's group rate by direct

billing, upon the expiration of benefits under COBRA. The retiree shall be responsible for the payments of all premiums at the group rate according to payment schedule established by the benefit providers. All billing and/or claim inquiries shall be made directly to the provider.

Section E – HEALTH & MAJOR MEDICAL BENEFITS

CASA unit members shall continue to receive the same benefits that, pursuant to applicable law, are equal to or better than the current coverage.

Section F – PRESCRIPTIONS INSURANCE

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

CASA unit members, when purchasing a prescription, shall have the option of obtaining a three (3) month supply of said prescription, if prescribed by a physician.

Section G – VOLUNTARY SICK DAY PROGRAM

1. The District and CASA agree to implement a voluntary sick day program retroactive to July 1, 1991, and thereafter. The District and CASA agree to form a committee for the purpose of development of the specific procedures to implement this program.
2. Participation in this program shall be voluntary and open to all CASA unit members and all other unions, senior management staff and nonunion employees affiliated with the Newark Board of Education who are willing to participate in the program on a reciprocal basis.
3. CASA and the Newark Board of Education agree that all provisions of the sick day program shall be excluded from the contractual grievance procedure up to and including binding arbitration.

ARTICLE XXIII SALARY

Salary guides for the period from July 1, 2021 to June 30, 2026 are attached as Appendix A. Step advancement shall occur of July 1st of each year. Employees who are paid on step 10 for more than one half of the number of work days for their job classification shall advance to off-guide status the following year. New hires shall only be placed on the numbered steps. Promotions from a CASA position shall be placed on the next higher salary amount on the salary guide to which the employee is promoted.

ARTICLE XXIV IMPLEMENTATION OF CONTRACTUAL SALARY

Section A - SALARY ADJUSTMENT FACTORS

1. For the purpose of contractual salary adjustment only, the per diem factor shall be 1/230th for Department Chairpersons and Vice Principals.

2. For purposes of contractual salary adjustment only, the per diem factor shall be 1/240th for Principals.
3. For purposes of contractual salary adjustment only, the per diem factor shall be 1/260th for Directors and Supervisors.
4. The contractual annual salary for twelve (12) month CASA personnel shall be divided by 26 and the pay schedule shall be as follows, 26 equal pays.
5. Department Chairpersons shall be entitled to \$100 in discretionary funds, only if he/she teaches a class.

Section B – TPAF CLASSIFICATION AND LONGEVITY PAYMENTS

1. Members of the unit shall be considered as twelve (12) month employees for purposes for TPAF.
2. All longevity payments of the personnel shall continue to become effective at the beginning of the twentieth and twenty-fifth full years of total service in the Newark School District. Effective July 1, 2001 a 30th year longevity shall be implemented. Should a member of the instructional staff not included in the definition of this unit be promoted into this unit in the twentieth or twenty-fifth year of total service in the Newark School District, the longevity payments of that individual shall continue unchanged and shall not be increased until completion of said year of service.

Effective July 1, 2003, teachers who are in their 15th year, but before their 20th year (15 through 19 years) who are appointed to CASA positions during this period will receive an additional one thousand (\$1,000) dollars each year, not to be included in their base salary and non-cumulative.

3. Should the District provide members of the Newark Teachers Union (“NTU”) credit for long term substitute service towards longevity; the same provision shall apply to members of CASA.

Section C – SUMMER SCHOOL SALARIES

1. Summer school salaries shall be at the following rates:

High School Principals	\$85.25/hour
Elementary School Principals	\$79.45/hour
Vice Principals	\$74.31/hour
Department Chairpersons	\$70.90/hour


ARTICLE XXV
PRINTING AND DISTRIBUTION OF CONTRACT

Within two (2) months of the signing of this Agreement by the Parties, the District shall procure Five Hundred (500) copies of the Agreement printed in a union house. The District and CASA shall equally share the cost of printing. Four hundred (400) copies will be distributed to CASA. One hundred (100) copies will be distributed to the District.


ARTICLE XXVI
DURATION


This Agreement and each of its provisions shall be binding and effective as of the first day of July 2021 and shall continue in full force and effect until and through the thirtieth day of June 2026.

FOR CASA


Christine Taylor
President, CASA


Walter Genuario *
Vice Principal

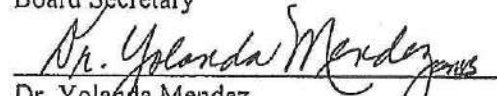

Clarence Allen
Principal

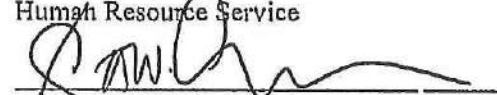

Yakima Jackson
Principal

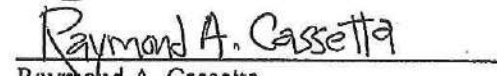
FOR THE NEWARK BOARD OF
EDUCATION


Roger Leon
Superintendent of Schools


Valerie V. Wilson
School Business Administrator/
Board Secretary


Dr. Yolanda Mendez
Assistant Superintendent for
Human Resource Service


Scott W. Carbone, Esq.
Director of Employee/Labor Relations


Raymond A. Cassetta
Consultant

* Walter V. Genuario served the students of Newark for over fifty years until his passing on December 13, 2022. A devoted educator and a steadfast unionist, Walter dedicated his life to advocating for all stakeholders in Newark Public Schools. Both the District and CASA wish to recognize Walter's contributions to this Agreement and previous agreements.

APPENDIX A – SALARY GUIDES

All new hires shall be placed between steps 1 and 10. Step on guide does not reflect years of service in the position. Administrators promoted from lower CASA positions shall be placed on the guide at the next higher salary. Teaching Staff Members promoted from non-CASA titles to CASA titles shall be placed on the step that is closest above their current salary plus \$3,000.

<u>2021-22</u>		<u>2022-23</u>		<u>2023-24</u>		<u>2024-25</u>		<u>2025-26</u>	
<u>DIRECTOR</u>									
STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY
1	134,403								
2	138,003	1-2	138,503						
3	141,603	3	142,103	1-3	142,828				
4	145,203	4	145,703	4	146,428	1-4	151,500		
5	148,803	5	149,303	5	150,028	5	154,500	1-5	156,000
6	152,403	6	152,903	6	153,628	6	157,500	6	159,000
7	156,003	7	156,503	7	157,228	7	160,500	7	162,000
8	159,603	8	160,103	8	160,828	8	163,500	8	165,000
9	163,203	9	163,703	9	164,428	9	166,500	9	168,000
10	166,803	10	167,303	10	168,028	10	169,500	10	171,000
A	170,037	B	170,139	C	170,649	D	171,388	E	172,890
		A	173,437	B	173,541	C	174,062	D	174,816
				A	176,906	B	177,012	C	177,543
						A	180,444	B	180,553
								A	184,053

<u>PRINCIPAL</u>									
STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY
1	134,100	1	134,100	1	134,100	1	135,300	1	135,300
2	137,900	2	137,900	2	137,900	2	139,100	2	139,100
3	141,700	3	141,700	3	141,700	3	142,900	3	142,900
4	145,500	4	145,500	4	145,500	4	146,700	4	146,700
5	149,300	5	149,300	5	149,300	5	150,500	5	150,500
6	153,100	6	153,100	6	153,100	6	154,300	6	154,300
7	156,900	7	156,900	7	156,900	7	158,100	7	158,100
8	160,700	8	160,700	8	160,700	8	161,900	8	161,900
9	164,500	9	164,500	9	164,500	9	165,700	9	165,700
10	168,300	10	168,300	10	168,300	10	169,500	10	169,500
A	171,666	B	171,666	C	171,666	D	171,666	E	172,890
		A	175,099	B	175,099	C	175,099	D	175,099
				A	178,601	B	178,601	C	178,601
						A	182,173	B	182,173
								A	185,817

SUPERVISOR

STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY
1	102,020	1	103,630	1	103,500	1	105,500	1	107,500
2	106,020	2	107,480	2	107,500	2	109,500	2	111,500
3	110,020	3	111,330	3	111,500	3	113,500	3	115,500
4	114,020	4	115,180	4	115,500	4	117,500	4	119,500
5	118,020	5	119,030	5	119,500	5	121,500	5	123,500
6	122,020	6	122,880	6	123,500	6	125,500	6	127,500
7	126,020	7	126,730	7	127,500	7	129,500	7	131,500
8	130,020	8	130,580	8	131,500	8	133,500	8	135,500
9	134,020	9	134,430	9	135,500	9	137,500	9	139,500
10	138,020	10	138,280	10	139,500	10	141,500	10	143,500
A	141,494	B	140,780	C	141,046	D	142,290	E	144,330
		A	144,324	B	143,596	C	143,867	D	145,136
				A	147,211	B	146,468	C	146,744
						A	150,155	B	149,397
								A	153,158

VICE PRINCIPAL

STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY
1	102,115	1	102,700	1	103,700	1	105,200	1	106,700
2	105,880	2	106,400	2	107,400	2	108,900	2	110,400
3	109,645	3	110,100	3	111,100	3	112,600	3	114,100
4	113,410	4	113,800	4	114,800	4	116,300	4	117,800
5	117,175	5	117,500	5	118,500	5	120,000	5	121,500
6	120,940	6	121,200	6	122,200	6	123,700	6	125,200
7	124,705	7	124,900	7	125,900	7	127,400	7	128,900
8	128,470	8	128,600	8	129,600	8	131,100	8	132,600
9	132,235	9	132,300	9	133,300	9	134,800	9	136,300
10	136,000	10	136,000	10	137,000	10	138,500	10	140,000
A	138,509	B	138,720	C	138,720	D	139,740	E	141,270
		A	141,279	B	141,494	C	141,494	D	142,535
				A	144,105	B	144,324	C	144,324
						A	146,987	B	147,211
								A	149,926

DEPARTMENT CHAIR

STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY
1	91,205	1	92,000	1	92,000	1	92,000	1	92,000
2	95,205	2	96,000	2	96,000	2	96,000	2	96,000
3	99,205	3	100,000	3	100,000	3	100,000	3	100,000
4	103,205	4	104,000	4	104,000	4	104,000	4	104,000
5	107,205	5	108,000	5	108,000	5	108,000	5	108,000
6	111,205	6	112,000	6	112,000	6	112,000	6	112,000
7	115,205	7	116,000	7	116,000	7	116,000	7	116,000
8	119,205	8	120,000	8	120,000	8	120,000	8	120,000
9	123,205	9	124,000	9	124,000	9	124,000	9	124,000
10	127,205	10	128,000	10	128,000	10	128,000	10	128,000
A	129,749	B	129,749	C	130,560	D	130,560	E	130,560
		A	132,344	B	132,344	C	133,171	D	133,171
				A	134,991	B	134,991	C	135,835
						A	137,691	B	137,691
								A	140,445