

MEMORANDUM OF AGREEMENT

BETWEEN

STATE-OPERATED SCHOOL DISTRICT OF THE CITY OF NEWARK

AND

CITY ASSOCIATION OF SUPERVISORS AND ADMINISTRATORS (CASA)

The undersigned bargaining representatives of the Newark Public Schools ("NPS" or "District") and City Association of Supervisors and Administrators (CASA), agree to recommend the terms and conditions contained in this Memorandum of Agreement ("MOA") to their respective sides for ratification. The following is subject to ratification by the membership of CASA and approval by the State-appointed Superintendent of Schools. All bargaining proposals that are not included herein are withdrawn. All provisions of the 2006 – 2009, 2009 – 2013, and 2013-2017 Collective Bargaining Agreements that are not modified herein will be included in the successor agreement.

I. FINANCIAL COMMITMENT FROM NPS:

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

- A. **New Salary Guides:** Effective July 1, 2017, a new 10-step salary guide shall be implemented. The new 10-step salary guide is attached hereto as Appendix "A" and spans 2017-18 through 2019-20. All salary increases reflected therein are inclusive of increment. This increase adjustment shall be on base and pensionable. In the first year, CASA members will be moved from the current 15-step universal guide to the 10-step universal guide by moving to the next highest salary amount. To be eligible for a salary increase for this year, the employee must be a permanent full-time employee in the CASA Bargaining Unit and on the NPS payroll as of the date on which the Memorandum of Agreement has been signed by all parties (hereinafter referred to as the "execution date)."
- B. **Performance-Based Pay.** In accordance with the Teacher Effectiveness and Accountability for the Children of New Jersey Act ("TEACHNJ"), N.J.S.A. 18A:6-117, et seq., administrators will receive an annual summative evaluation rating that designates them as highly effective, effective, partially effective, or ineffective.
 - i. There shall be annual step advancement and salary increases only upon the member's achievement of a highly effective or effective annual summative rating by June 30. If the employee does not receive a rating by June 30, s/he will advance to the next step.
 - ii. Employees who receive an ineffective rating will not move a step or receive a salary adjustment. The employee will remain at their current salary/step.

- iii. Employees who receive a partially effective rating shall remain on their salary step and may not be moved a step or receive a salary adjustment, unless a step movement and salary increase is approved by the Superintendent. In the event the Superintendent does not recommend a step advancement for a partially effective member, that member shall receive documentation memorializing same. This provision shall not be grievable under Article III of this Agreement.
- C. **Longevity.** Longevity advancements shall be eliminated on June 30, 2020. There will be no further longevity payments or longevity advancements beginning on June 30, 2020. Employees who reach a longevity milestone between January 1, 2016 and June 30, 2020, shall receive payments for longevity advancements earned. The longevity advancements shall be those identified in the expired 2006-09 Agreement. Those employees who received longevity payments as part of their salary in accordance with the December 15, 2017 Memorandum of Agreement shall not be entitled to duplicative longevity payments. In addition, those employees who received a longevity payment pursuant to the December 15, 2017 Agreement shall keep the longevity payment while employed as a CASA member in the District.
- D. **Resolution of outstanding SIG/ELT grievances.** In resolution of all outstanding CASA grievances requesting to compensation for CASA members assigned to SIG/Extended Learning Time (ELT) schools between the period of 2010 through 2016, the parties agree that all members who worked at a SIG school in the 2010-11 and 2011-12 school years shall receive a \$5,800 non-pensionable stipend for each full school year worked. If a member did not work a full school year, they will receive a pro-rated amount for each month they worked at that site. Members who worked at an ELT school in the 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17 school years shall receive a \$2,200 non-pensionable stipend for each full school year worked. If a member did not work a full school year, they will receive a pro-rated amount for each month they worked at that site. Beginning in the 2017-18 school year, all members who work at an ELT school shall receive a \$5,200 non-pensionable stipend each school year. In exchange CASA shall withdraw all pending grievances requesting compensation for time worked at SIG/ELT schools and for working specific days (i.e. Saturdays), including but not limited to Grievance Nos. 1348, 1349, 1353, 1358 and 1363. Appendix B contains the full list of SIG and ELT schools that will receive the payments outlined in this section. ELT schools are defined as schools that have a longer instructional day for students and staff than the traditional instructional day identified in the NTU contract.
- E. **Elimination of Annual Sick Day Buy Back.** In resolution of the outstanding CASA grievance(s) related to the annual sick day buy back payments, the parties agree to CASA unit members who are in CASA and on the NPS payroll on the date of signing the Memorandum of Agreement shall have access to a pool of money capped at \$200,000 for sick day buy back if they choose, with monies equally distributed across applicable CASA members at the discretion of CASA. CASA members may seek reimbursement for all applications made from 2014-2015 school year to the present and prospectively until the pool is depleted."

- F. **Recognition Bonus.** In appreciation of long-serving Administrators, the District shall pay a one-time non-pensionable "Recognition Bonus" stipend in the amount of three thousand dollars (\$3,000.00) to those current CASA members (including members currently on an approved leave of absence from the District) who have been CASA Members as of September 1, 2009 and also subsequently have remained CASA members for eight (8) consecutive years, as of the date of ratification of this Agreement.

II. CONTRACT MODIFICATIONS

1. Article I, Section A "Recognition"

At paragraph 2:

Place asterisks next to the titles instructional Director, instructional Assistant Director, instructional Supervisor and Central Office Coordinators, Department Chairpersons, Department Chairpersons: Athletics, Head Guidance Counselors, and Curriculum Specialists to denote inactive titles.

2. Article I, Section A "Recognition"

At paragraph 3 delete:

"Wherever the term "he" or "his" is used in this agreement, it is intended to apply to either gender, and is used for convenience only."

*Note: Throughout document, change "he" or "his" to "s/he" and "her/his."

3. Article I, Section E "Duration"

Delete this Section as it is duplicated at Article XXVIII.

4. Article III Section B "Procedure"

At Step 2: Delete "Superintendent" and replace with "Executive Director of Labor/Employee Relations Office."

5. Article III, Section B, "Procedure," Step 3

Delete partisan panel members and tripartite panel. Replace with: 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. Throughout the section delete "neutral panel member" and replace with "arbitrator."

All sections referencing either CASA's panel member or the District's panel member are to be deleted.

6. Article III, Section C, "The Tripartite Panel"

Delete Part 1, 2, 3, 4 and see also Art. III(c)(3)(e)

7. Article III, Section D4, "General Information"

Delete Section D4 and add the following Arbitration Hearing Schedule:

"The process to schedule an arbitration hearing shall be completed by the parties within thirty (30) days of receipt of prospective dates 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."

8. Article VII, "Termination Payments, Section E "Redemption of Sick Days Upon Retirement and Redemption of Sick Days Active Employees"

Modify the first sentence to read as follows:

"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 member shall be compensated at his/her current rate of pay for all accumulated sick days in the following manner:"

Delete that portion of this Section relating to the annual sick day buy back, which reads as follows:

"Prior to the end of each school year, a unit member shall have the option to convert twenty (20) accumulated sick days and four (4) personal days at a rate of one full day's pay for every three (3) days of accumulated sick and personal days (to a maximum of twenty four (24) days). Such days shall be calculated at a rate of 1/200 of the member's current salary. Notification to use this conversion option shall be submitted to the Personnel Director of Human Resource Services in writing with the final report in June of each year indicating the number of annual unused sick days and personal days to be converted.

Payment for the unused annual accumulated sick and personal days shall be paid to the CASA unit member by a separate check issued during the month of July in each year of this agreement."

9. Article VIII, Section A2 "Voluntary Transfers"

Delete existing language and replace with the following:

"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."

10. At Article X "School Year, School Days and Holidays" modify Section A as follows:

"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 that no personnel in this category shall be required to report in August~~ (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.

Modify Section D "School Year Reporting Dates" as follows:

Delete the following provisions:

"CASA and the District agree that Principals shall report to work on the first Monday in August of each school year, except for extenuating circumstances."

and

"CASA and the District agree that Vice Principals, Department Chairperson, and Heads of Athletics shall report to work on the second Monday in August of each school year, except for extenuating circumstances as mutually agreed to by the parties."

Modify the following provisions:

2. 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 ~~seventeen (217)~~ twelve (212) days each school year. The District agrees that the first day of reporting for Principals and School Chief Innovation Officers 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 will be no earlier than the second Monday in August, but may be later. Principals and School Chief Innovation Officers shall not be required to work during Spring Recess.

3. Vice Principals ~~and Department Chairpersons~~ and Heads of Athletics shall work the negotiated two hundred ~~seven (207)~~ four (204) days each school year. Vice Principals shall not be required to work during Spring Recess."

11. Article X, Section F "Pay Dates/Pay Options"

Delete Parts 1, 3, and 4.

Section G "Vacations" modify paragraph 1 as follows:

- "1. Directors, Assistant Directors, Coordinators 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.*"

Section G "Vacations" delete paragraph 2, which reads as follows:

- "2. If for reasons beneficial to the operation of the Newark School District as determined by the Superintendent, any Director, Assistant Director, Coordinator of Data Processing, Supervisor, or Curriculum Specialist required to work during an approved vacation period, that individual must apply for vacation at another time of the year. An individual who has vacation days approved and subsequently denied by his/her superior and such denial placed that individual in a position where the individual has more than twenty-two (22) days vacation accrued on June 30 of the year in question, that individual will be entitled to either trade in vacation days in excess of twenty-two (22) at the appropriate daily rate of pay or carry over all accrued vacation days to the following fiscal year. The decision to be paid for the vacation days in excess of twenty-two (22) or to carry over all vacation days to the following fiscal year will be made by the Superintendent."

12. Article XIII, Section E "CASA Committee Representatives"

Delete paragraphs 3, 4 and 5.

13. Article XIII, Section I, "Compensation for Travel"

Revise paragraph 1 to read as follows:

"All CASA personnel shall be compensated at the ~~prevailing IRS~~ OMB rate when they use their personal automobiles in the performance of official business. Personnel who use public transportation shall be reimbursed for costs incurred."

14. Article XIII, Section M3

Delete paragraphs A & B and replace with the following language:

"The District shall comply with the service connected disability (worker's compensation) statute under N.J.S.A. 18A."

15. Article XVIII, Section A, Paragraph 2

Revise to read as follows:

"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.*"

16. Article XVIII, Section A, Paragraph 3

Revise to read as follows:

"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.*"

17. Article XXIII "Fringe Benefits" insert the following language as 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.

* Note: Section B Dental Program shall become Section C.

18. Article XXIII "Fringe Benefits" modify Section D to read as follows:

"CASA unit members shall continue to receive the same ~~New Jersey State Health Benefits of Blue Cross Blue Shield and Major Medical~~ *benefits* that, pursuant to applicable law, are equal to or better than the current coverage."

19. Article XXIII "Fringe Benefits" at Section E "Prescription Insurance

Delete the first sentence which reads: "For the contract years commencing July 1, 2006, and ending June 30, 2009, the co-payment for the prescription benefits shall be five dollars (\$5.00).

Replace with the following language: "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."

20. Article XXIV "Salary" Section A "General Provisions"

Modify Paragraph 1 to read as follows:

"All employees shall be paid in accordance with the salary guides contained herein, including step placement, ~~degree level,~~ and longevity. *Longevity advancements shall be eliminated as of June 30, 2020. There will be no additional longevity payments or longevity advancements beginning on June 30, 2020.*

CASA members may receive a mid-year evaluation and shall receive an annual summative evaluation rating that designates them as (i) highly effective, (ii) effective, (iii) partially effective, or (iv) ineffective by June 30th of each year.

There shall be movement on steps and an increase in salary only by effective performance (unless the district has not evaluated the employee during the year immediately preceding the step or pay increase):

- a. Only employees who receive a highly effective or an effective rating will be entitled to move up one step on the salary guide and receive an adjustment on the salary guide. If the employee does not receive a rating by June 30, s/he will advance to the next step.
- b. Employees who receive an ineffective rating will not move a step or receive a salary adjustment. The employee will remain at their current salary/step.
- c. Employees who receive a partially effective rating shall remain on their salary step and may not be moved a step or receive a salary adjustment, unless a step movement and salary increase is approved by the Superintendent. In the event the Superintendent does not recommend a step advancement to a partially effective member, that member shall receive documentation memorializing same. This section shall not be grievable under Article III of this Agreement.

21. Article XXIV "Salary" Section A "General Provisions"

Delete Paragraph 4, which reads as follows:

"Both parties agree that the amount of compensation due any and all CASA individuals pursuant to the CASA/District contract shall be retroactively adjusted and paid within thirty (30) days following the ratification of the CASA/District contract for the period of 2006-2009."

22. Article XXVII, Printing and Distribution of Contract

Revise to read as follows:

"Within two (2) months of the signing of this Agreement by the parties the District shall procure 400 copies of this agreement printed in a union house. The District and CASA shall equally share the cost of printing. Three hundred (300) copies will be distributed to CASA. One hundred (100) copies will be distributed to the District."

23. Article XXVIII "Duration"

Modify to read as follows:

"This Agreement and each of its provisions shall be binding and effective as of the first day of July 2017, and shall continue in full force and effect until and through the thirtieth day of June 2020."

NOTE

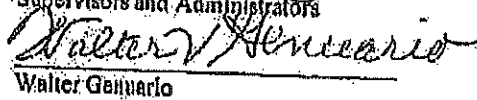
Global Changes:

- Throughout the contract wherever the term "he" or "his" is used and intended to apply to either gender, change to "s/he" and "her/his.")

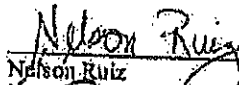
FOR CASA



Christine Taylor
President, City Association of
Supervisors and Administrators



Walter Genuario



Nelson Ruiz

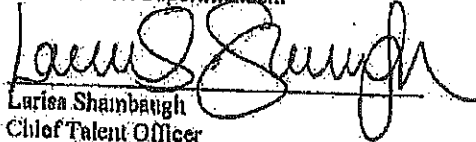


Dennis McKeever, Esq.
Attorney for the City Association
of Supervisors and Administrators

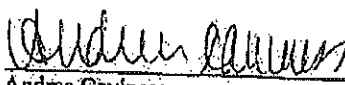
FOR THE NEWARK PUBLIC SCHOOLS



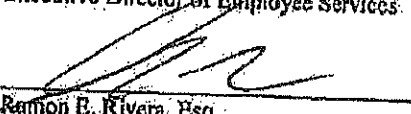
Christopher D. Ceif
State District Superintendent



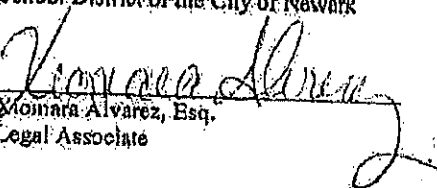
Larisa Shambaugh
Chief Talent Officer



Andrea Caviness
Executive Director of Employee Services



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



Yomara Alvarez, Esq.
Legal Associate

Date: 12/15/17

Date: 12/15/2017

EXHIBIT A

Principals

CAS1	2016	2017	2018	2019
	Base Year			
0		0		
1	100,000.00	110,713.00	112,299.00	115,000.00
2	103,571.00	117,855.00	117,855.00	120,556.00
3	107,142.00	121,426.00	123,411.00	126,112.00
4	110,713.00	128,568.00	128,967.00	131,668.00
5	114,284.00	132,139.00	134,523.00	137,224.00
6	117,855.00	139,281.00	140,079.00	142,780.00
7	121,426.00	142,852.00	145,635.00	148,336.00
8	124,997.00	150,000.00	151,191.00	153,892.00
9	128,568.00	153,571.00	156,747.00	159,448.00
10	132,139.00	159,000.00	162,000.00	165,000.00
11	135,710.00			
12	139,281.00			
13	142,852.00			
14	146,423.00			
15	150,000.00			

Vice Principals

CAS2	2016	2017	2018	2019
	Base Year			
0		0		
1	85,000.00	93,571.00	95,319.00	95,319.00
2	87,857.14	99,286.00	99,541.00	99,541.00
3	90,714.29	102,143.00	103,763.00	103,763.00
4	93,571.43	107,857.00	107,985.00	107,985.00
5	96,428.57	110,714.00	112,207.00	112,207.00
6	99,285.71	116,429.00	116,429.00	116,429.00
7	102,142.86	119,286.00	120,651.00	120,651.00
8	105,000.00	125,000.00	124,873.00	124,873.00
9	107,857.14	128,000.00	129,095.00	129,095.00
10	110,714.29	131,000.00	132,000.00	133,000.00
11	113,571.43			
12	116,428.57			
13	119,285.71			
14	122,142.86			
15	125,000.00			

Head of Athletics

CAS3	2016			
	Base Year	2017	2018	2019
0		0		
1	75,000.00	80,714.00	81,762.00	81,762.00
2	77,857.14	86,429.00	86,429.00	86,429.00
3	80,714.29	89,286.00	91,096.00	91,096.00
4	83,571.43	92,143.00	95,763.00	95,763.00
5	86,428.57	97,857.00	100,430.00	100,430.00
6	89,285.71	101,335.00	105,097.00	105,097.00
7	92,142.86	106,429.00	109,764.00	109,764.00
8	95,000.00	112,143.00	114,431.00	114,431.00
9	97,857.14	117,857.00	119,098.00	119,098.00
10	100,714.29	120,000.00	121,000.00	122,000.00
11	103,571.43			
12	106,428.57			
13	109,285.71			
14	112,142.86			
15	115,000.00			

Chief Innovation Officers

CAS4	2016			
	Base Year	2017	2018	2019
0		0		
1	90,000.00	99,000.00	102,064.00	102,064.00
2	92,857.00	104,285.00	106,508.00	106,508.00
3	95,714.00	107,142.00	110,952.00	110,952.00
4	98,571.00	112,856.00	115,396.00	115,396.00
5	101,428.00	118,570.00	119,840.00	119,840.00
6	104,285.00	124,284.00	124,284.00	124,284.00
7	107,142.00	127,141.00	128,728.00	128,728.00
8	109,999.00	132,857.00	133,172.00	133,172.00
9	112,856.00	134,552.00	137,616.00	137,616.00
10	115,713.00	139,000.00	140,000.00	141,000.00
11	118,570.00			
12	121,427.00			
13	124,284.00			
14	127,141.00			
15	130,000.00			

EXHIBIT B

APPENDIX B: SCHOOLS WITH EXTENDED LEARNING TIME

2010-11 (SIG)	2011-12 (SIG)	2012-13 (ELT)	2013-14 (ELT)	2014-15 (ELT)	2015-16 (ELT)	2016-17 (ELT)	2017-18 (ELT)
	Barringer High <i>(includes Barringer Success Academy)</i>	Barringer High <i>(includes Barringer Success Academy)</i>	Barringer Academy of Arts and Humanities	Barringer Academy of Arts and Humanities	Barringer Academy of Arts and Humanities	Barringer Academy of Arts and Humanities	Barringer Academy of Arts and Humanities
			Barringer S.T.E.A.M. Academy	Barringer S.T.E.A.M. Academy	Barringer S.T.E.A.M. Academy	Barringer S.T.E.A.M. Academy	Barringer S.T.E.A.M. Academy
			Belmont Runyon School	Belmont Runyon School	Belmont Runyon School	Belmont Runyon School	Belmont Runyon School
	BRICK Avon	BRICK Avon	BRICK Avon	BRICK Avon	BRICK Avon	BRICK Avon	BRICK Avon
		BRICK Peshine	BRICK Peshine	BRICK Peshine	BRICK Peshine	BRICK Peshine	BRICK Peshine
		Camden Street School	Camden Street School	Camden Street School	Camden Street School	Camden Street School	Camden Street School
Central High School	Central High School	Central High School	Central High School	Central High School	Central High School	Central High School	Central High School
		Chancellor Elementary	Chancellor Avenue School	Chancellor Avenue School	Chancellor Avenue School	Chancellor Avenue School	Chancellor Avenue School
		Cleveland School	Cleveland School	Cleveland School	Cleveland School	Cleveland School	Cleveland School
Dayton St	Dayton St.						
			Dr. E. Alma Flagg School	Dr. E. Alma Flagg School	Dr. E. Alma Flagg	Dr. E. Alma Flagg School	Dr. E. Alma Flagg
			Dr. William H. Horton	Dr. William H. Horton	Dr. William H. Horton	Dr. William H. Horton	Dr. William H. Horton
		Eagle Academy	Eagle Academy	Eagle Academy	Eagle Academy	Eagle Academy	Eagle Academy
							Early Childhood Center North @ Gladys Hillman Jones
							Early Childhood Center South @ Chancellor Avenue School

APPENDIX B: SCHOOLS WITH EXTENDED LEARNING TIME

	Newark Bridges	Newark Bridges	Newark Bridges	Newark Early College	Newark Early College	(Newark Early College – West Side)	(Newark Early College – West Side)
Newark Innovation Academy (Renaissance)	Newark Innovation Academy (Renaissance)						
Newark Vocational	Newark Leadership Academy Newark Vocational	Newark Leadership Academy Newark Vocational	Newark Leadership Academy Newark Vocational	Newark Leadership Academy Newark Vocational	Newark Leadership Academy Newark Vocational	Newark Leadership Academy (Newark Vocational – West Side)	(Newark Vocational – West Side)
		Newton Street	Newton Street				
		Quitman Street School	Quitman Street School	Quitman Street School	Quitman Street School	Quitman Street School	Quitman Street School
				Rafael Hernandez Speedway	Rafael Hernandez Speedway	Rafael Hernandez Speedway	Rafael Hernandez Speedway
					South 17 th Street School	South 17 th Street	South 17 th Street
		Sussex Avenue Thirteenth Avenue	Sussex Avenue Thirteenth Avenue	Sussex Avenue Thirteenth Avenue	Sussex Avenue Thirteenth Avenue	Sussex Avenue Thirteenth Avenue	Sussex Avenue Thirteenth Avenue School
	West Side High School (includes West Side Business and Finance)	West Side High School (includes West Side Business and Finance)	West Side High School	West Side High School	West Side High School	West Side High School (includes Newark Early College and Newark Vocational)	West Side High School (includes Newark Early College and Newark Vocational)