

AGREEMENT BETWEEN

THE STATE OPERATED SCHOOL DISTRICT
OF THE CITY OF NEWARK

and the

PUBLIC SCHOOL NURSES
(Represented by the Newark Teachers' Association)

July 1, 2015 - June 30, 2019

TABLE OF CONTENTS

| | PAGE |
|--------------|--|
| ARTICLE I | PURPOSE 1 |
| ARTICLE II | RECOGNITION..... 2 |
| ARTICLE III | RETENTION OF EXISTING BENEFITS..... 2 |
| ARTICLE IV | NURSES' RIGHTS..... 2 |
| ARTICLE V | COMPENSATION 3 |
| Section 1 | Nurse Salary Guide..... 3 |
| A. | Base Salary and Performance 3 |
| B. | District Approved Program 4 |
| C. | Longevity..... 5 |
| Section 2 | Prior Service..... 5 |
| Section 3 | Mentor Program 6 |
| Section 4 | Increments..... 6 |
| Section 5 | Other Salary 6 |
| Section 6 | Fringe Benefits..... 7 |
| Section 7 | Travel Expenses for Early Childhood Nurses 7 |
| ARTICLE VI | DUTIES AND REQUIREMENTS 8 |
| Section 1 | Duties 8 |
| Section 2 | Requirements 8 |
| Section 3 | Nurses' Performance Evaluations 9 |
| ARTICLE VII | SCHOOL YEAR AND SCHOOL DAY 10 |
| Section 1 | School Year 10 |
| Section 2 | Work Day 12 |
| Section 3 | Duty Free Lunch 14 |
| Section 4 | Meetings 15 |
| Section 5 | Compensation for Time..... 16 |
| ARTICLE VIII | LEAVES 18 |
| Section 1 | Sick & Personal Leaves..... 18 |
| Section 2 | Maternity Leave 19 |
| Section 3 | Military Leave 20 |
| Section 4 | Existing Leave 20 |
| Section 5 | Maintenance of Rights & Benefits 21 |

| | | |
|--------------|---|----|
| Section 6 | Notice of Retirement/Resignation..... | 21 |
| Section 7 | Association Leaves..... | 24 |
| Section 8 | Reporting Absences..... | 26 |
| Section 9 | Family Leave Act and Family and Medical Leave Act | 26 |
| ARTICLE IX | ASSOCIATION RIGHTS..... | 27 |
| Section 1 | Negotiations on School Time..... | 27 |
| Section 2 | School Visitations By Association Representatives | 27 |
| Section 3 | Advisory Board Agenda..... | 27 |
| Section 4 | Leave for Association Conventions..... | 28 |
| ARTICLE X | GRIEVANCE PROCEDURE | 28 |
| | Representation | 29 |
| | Times for Meetings or Hearings..... | 29 |
| | Step 1 Informal Conference | 29 |
| | Step 2 Written Grievance | 29 |
| | Step 3 Labor Relations | 30 |
| | Step 4 Arbitration | 30 |
| | General Provisions | 31 |
| ARTICLE XI | EMPLOYEE PROTECTION | 33 |
| Section A | Statutory | 33 |
| Section B | Job Action | 33 |
| ARTICLE XII | <u>PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT</u> | |
| Section 1 | Professional Development..... | 34 |
| Section 2 | Tuition Reimbursement Improvement..... | 35 |
| ARTICLE XIII | SPONSOR FOR STUDENT ACTIVITIES | 37 |
| ARTICLE XIV | ASSIGNMENT AND TRANSFER..... | 38 |
| Section 1 | Voluntary Transfer..... | 38 |
| Section 2 | School Assignments | 38 |
| ARTICLE XV | PROMOTIONAL POSTING | 39 |
| Section 1 | New Positions..... | 39 |
| Section 2 | Applications | 39 |
| Section 3 | Nurse Practitioner | 39 |

ARTICLE XVI MISCELLANEOUS..... 40

- Section 1 Statement of Sick Leave 40
- Section 2 Protection of Records 40
- Section 3 Child Study Team 40
- Section 4 Discretionary Fund 40
- Section 5 Nurse’s Records 40
- Section 6 Office Space 41
- Section 7 Equipment 41
- Section 8 Supply Delivery 41
- Section 9 Travel Reimbursement 42
- Section 10 Labor Management Committee 42
- Section 11 Personnel File 42
- Section 12 Field Trip Assignments 42

ARTICLE XVII MANAGEMENT RIGHTS 42

ARTICLE XVIII CONFORMITY TO LAW AND SAVINGS CLAUSE 43

ARTICLE XIX DUES DEDUCTION AND AGENCY SHOP FEES..... 43

- Section 1 Dues Deduction..... 43
- Section 2 Agency Shop..... 43

ARTICLE XX WORKER’S COMPENSATION 44

ARTICLE XXI EMPLOYEE ASSISTANCE PROGRAM..... 44

ARTICLE XXII DURATION 44

AGREEMENT

This agreement made this sixth day of October 2017, between the State Operated School District City of Newark, Essex County, New Jersey, public employer (hereinafter referred to as the Newark Public Schools and the Newark Public School Nurses, a local unit of Newark Teachers' Association, public employee representative hereinafter referred to as the Association). Whenever the term "HER" or "HIS" is used in this agreement, it is intended to apply to either gender, and is used for convenience only.

WITNESSETH

WHEREAS, Newark Public Schools has formally recognized the Association as the exclusive representative for purposes of collective negotiations with respect to wages, hours, terms of employment and other conditions of employment for all of the Registered Professional Nurses employed by the Newark Public Schools, in the position of School Nurses;

NOW THEREFORE, Newark Public Schools and the Association agree, as follows:

ARTICLE 1

PURPOSE

The purpose of this agreement is to provide for improved school health services through the maintenance of high standards of nursing by the establishment and maintenance of equitable employment conditions during the term of this contract. The parties further intend to set forth herein the basic agreement covering terms and conditions of employment to be observed between the parties hereto in order that good employer-employee relations will exist.

The Newark Public Schools and the NTA agree to follow, for all purposes, a policy of nondiscrimination on the basis of race, color, creed, national origin, ancestry, sex, age, marital status, religion, sexual orientation, gender identity, military status, or membership or participation in or association with the activities of any employee organization.

ARTICLE II

RECOGNITION

The Newark Public Schools recognizes the Newark Public School Nurses, a bargaining unit represented by the Newark Teachers' Association, as the exclusive representative of the Registered Professional Nurses employed by the Newark Public Schools as school nurses, full-time or part-time, hereinafter called Nurses, for the purpose of collective negotiations under NJSA 34:13A-1 et seq. With respect to salary, hours and other terms and conditions of employment.

ARTICLE III

RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which nurses have hereto enjoyed and are presently enjoying shall be maintained and continued by the Newark Public Schools during the term of this agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all nurses except as otherwise expressly provided herein. In accordance with NJSA 34:13A-1 et seq any new work rule, personnel policy, decision or regulation affecting the terms and conditions of employment of the nurses shall first be negotiated with the Association if it is to become effective during the term of this Agreement.

ARTICLE IV

NURSES' RIGHTS

Pursuant to NJSA 34:13A-1 et seq, the Newark Public Schools hereby agrees that every nurse shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities. As a public employer, the Newark Public Schools undertakes and agrees that it shall not, directly or indirectly, discourage, deprive or coerce any nurse in the enjoyment of any rights conferred by the laws of New Jersey and the United States; that it shall not discriminate against any nurse with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, any grievance, com-

plaint, or proceeding under this agreement or otherwise with respect to any term and condition of employment. No nurse shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage except for inefficiency or other just cause.

ARTICLE V

COMPENSATION

Section 1 - Nurse Salary Guide

A. Advancement on Salary Guide

1. NPS shall maintain the current evaluation system with four summative rating categories—highly effective, effective, partially effective, and ineffective—beginning in school year 2014-15. There shall be movement on the steps and remuneration on the scale only by effective professional performance and valued experience.
 - o Only nurses who receive effective or highly effective annual summative evaluation ratings will be entitled to move up one step on the salary scale.
 - o Nurses who receive an ineffective annual summative evaluation rating are frozen and will stay on their current salary step. These nurses may request a Peer Validator.
 - o Nurses who receive a partially effective annual summative evaluation rating may remain on their current salary step. The decision about whether or not these nurses will remain on their step is at the sole discretion of the Superintendent.
 - o Nurses who receive a partially effective annual summative evaluation rating and who did not receive a step the prior year, and are rated effective or highly effective in the following

year's annual summative evaluation rating shall be entitled to a one-time stipend worth 50 percent (50%) of the difference between their new step and their old step, as an incentive for improvement.

- o For nurses who are not evaluated, the default will be a rating of effective for the sole purpose of step movement. Nurses who have not received the statutorily required number of evaluations due to the nurse's substantial absence will not advance on the salary guide. Substantial absence shall be defined as consecutive absences of 10 work days or more. In the event of extended absence, the nurse and his/her administrator will work to schedule all evaluations prior to June 15 of that school year, if possible; however, the inability to schedule all evaluations shall not invalidate the second sentence of the provision herein.
- o The final decision of step movement rests with the Superintendent. The process set forth in this section shall be the full process and is binding.

B. District-Approved Program in Lieu of Advanced Degree Guides

1. Nurses on the Universal Salary Guide have the option of:
 - o Completion of a district-approved program (e.g. a Master's degree or other program) established for instructional staff which is aligned to district priorities and Common Core State standards (CCCS).
 - o Completion of a Master's in Nursing or Master's in Education or Master's in Public Health with prior approval of the Superintendent. Participation in an approved Master's in Nursing, Education or Public Health shall be contingent on the district's needs, quality of program, and the nurse having achieved effective or highly effective ratings.

2. \$10,000 shall be received upon completion of the district-approved CCCS program or approved Master's degree and \$10,000 shall be received upon completing three (3) additional years of service to Newark Public Schools.
3. Eligibility shall be limited to five (5) nurses each year for either the district-approved CCCS program or approved Master's in Nursing, Education or Public Health

C. Longevity

- A. Longevity increments shall be maintained in the 15th 20th 25th and 30th year of permanent employment which shall be active but does not have to be continuous; employment in other school districts or school systems is not to be counted for purposes of longevity. The longevity amounts are shown in C below.
- B. Effective July 1, 2012, longevity values will remain frozen at school year 2009-10 values. Employees hired after May 15, 2017, will not be eligible for longevity pay.
- C. Longevity Values:

| | |
|----------------------------|---------------|
| 15th year Longevity | \$2025 |
| 15th year Longevity | \$2025 |
| 25th year Longevity | \$3775 |
| 30th year Longevity | \$1400 |

Section 2 - Prior Service

- A. Credit on the salary schedule for prior service will be given to all nurses for years of military experience or prior experience as a certified school nurse in an accredited public or non-public school according to the following formula:
- B. Full credit on a year-for year basis for up to the maximum step on the salary guide. Credit for certified teaching or school-nursing experience shall be given for work done after completion of a Bachelor's degree.

- C. In crediting military service for salary purposes, completion of the full calendar year is required for recognition.
- D. In crediting previous certificated teaching or school nursing experience for salary purposes, completion of the full academic year is required for recognition in an accredited school. One (1) year credit for every year of full time employment and practice as a registered nurse with an earned Bachelor of Science Degree.
- E. Credit pursuant to this agreement shall not be retroactive, but rather entitle each nurse to the right to receive credit commencing with the effective date of this agreement.

Section 3 – Mentor Program

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

Section 4 - Increments

Increments shall continue to begin on the anniversary of September 1, and February 1, as may be appropriate with each nurse respectively.

Section 5 - Other Salary

- A. All extra-hour employment of nurses shall be remunerated at the hourly rate of \$37.00/hour.

This rate applies to after-school programs, class trips, club/athletic trips, and other pre-planned extended day activities.

- B. Substitute rates shall be as follows for the duration of this agreement:

| | |
|------------|----------|
| Non Degree | \$120.00 |
| Degree | \$140.00 |

- C. Payroll errors shall be corrected within seventy-two (72) hours of the time the error is reported by the affected nurse at this time, the proper adjustment will be given to the complaint.

- D. Each nurse shall receive fifty (\$50.00) dollars per year for the purchase of nursing smocks, such amount to be paid prior to October 1st of each school year. Proof of purchase to be submitted by December 1st.

Section 6 - Fringe Benefits

- A. Fringe benefits shall include medical, dental, prescription and vision insurance.

Medical Benefits: All NTA members in NPS PPO10, NPS PPO15, and NPS PPO15/25 health insurance plans shall be moved into the NPS PPO 20/20 health benefits plan effective January 1, 2018.

Prescription Benefits: Effective January 1, 2018, the co-payment for prescription benefits shall be \$0 for generic and \$20 for brand name prescriptions for all NTA members with current prescription benefits.

Employee contribution toward the cost of medical and prescription insurance shall be an amount as determined by Chapter 78 of the laws of 2011.

Section 7 – Travel Expenses for Early Childhood Nurses

Effective October 16, 2017, Early Childhood Nurses will receive four hundred dollars (\$400) (equivalent of \$40 per month). Recipients must travel to a minimum of two (2) locations per day, at least five (5) days per month. Travel logs are required to be submitted monthly to the Nursing Supervisor or Director of the Early Childhood Program or his/her designee. Payment will be made in July of each year for the preceding school year based on the number of eligible months.

ARTICLE VI

DUTIES AND REQUIREMENTS

Section 1 - Duties

The school nurse is a nursing specialist who assists students in maintaining and improving health status to facilitate readiness for learning and to promote positive health habits and attitudes.

- A. Assess the physical well-being of the student in terms of development and present health status.
- B. Provides appropriate direct medical services to student.
- C. Provide health counseling to students, parents and staff.
- D. Consults with staff regarding modification or change in educational environment when indicated by the students' developmental or health status.
- E. Participates with child study team in interpreting implications of significant medical findings involving a child under the nurse's jurisdiction.
- F. Coordinates the medical referral process and communicates medical findings to appropriate persons and/or agencies.
- G. Participates in the health education program by providing health instruction and in-service education.
- H. Initiates, facilitates and maintains liaison between the school and community health agencies.

Section 2 - Requirements

- A. Current license as Registered Professional Nurse in New Jersey.
- B. New Jersey State Certification as a school nurse.
- C. Evidence of completion of a baccalaureate degree in either school nursing, Public Health or Health Education which

includes thirty (30) semester hour credits in specific areas required for school nurse certification by the State Department of Education.

Section 3 - Nurses Performance Evaluations

Nurses' performance shall be regularly evaluated by members of the supervisory and administrative staff, authorized to make such evaluations. When such evaluations involve visitation, it shall be done openly and with the knowledge of the employee being observed. Every written evaluation of the performance of any employee shall be signed by the individual who makes the evaluation.

A. Evaluation System

NPS will maintain the existing evaluation system that was established during the 2014-15 school year 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.

B. Peer Oversight Committee

1. As the new evaluation system is implemented, a joint union/management evaluation committee —called the Peer Oversight Committee — shall meet regularly to review the implementation and make suggestions for improvement.
2. The Peer Oversight Committee will be comprised of an equal number of NTA and NPS representatives. The NTA will appoint three (3) representatives who shall be current school nurses employed with the District. The NPS will appoint three (3) representatives including the Chair of the Committee who will be the District's Chief Talent Officer or designee. The committee will meet quarterly with dates to be determined and notice given in advance to committee members. All committee members shall agree to maintain confidentiality. In the event a committee member violates confidentiality, he/she shall be removed by the Chair from the Peer Oversight Committee.
3. The NPS shall have a Peer Validator who may provide an independent peer review, and may suggest areas

and techniques for improving the nurse's practice. The Peer Validator shall be the Special Assistant for Nursing and Healthcare Services, the Director of Nursing, or the Superintendent's designee holding the appropriate certification. The Superintendent will retain ultimate authority over the selection criteria, selection process, and management of the Peer Validator.

- C. The principal and his/her administrative team or other appropriately certificated administrators with support from the Superintendent's team are ultimately and solely responsible for the decisions, content, and quality of nurse evaluations. Nothing described in Section 3A or 3B above shall be interpreted as challenging this premise. Nothing in Section 3A, 3B or 3C of this agreement shall be grievable.

ARTICLE VII

SCHOOL YEAR AND SCHOOL DAY

Section 1 - School Year

A. In-Service Days

The scheduling of in-service days shall be determined by the school calendar. In-service days will not be scheduled during a multi-day student recess or Saturday. The in-service will be listed in the school calendar. Attendance on in-service days is mandatory.

B. Work Year

- 1. Effective July 1, 2017, there shall be scheduled no more than 182 pupil days and 188 work days, including five in-service days for employees covered by this Agreement, except as noted in Article VII, Section 1.E.

| | |
|-----|------------------|
| 1 | Organization Day |
| 182 | Student Days |
| 5 | In-service Days |

2. If any additional workdays are required beyond the 188 days specified in Section 1 of this article, said nurses shall be remunerated on the pro-rata basis for each additional full day worked. Exceptions will be made for nurses working in Turnaround/Renew schools, as per individual election to work agreements (See appendix E).

C. Orientation Day

1. Nurses who were not employed by the Newark Public Schools during the previous school year may be required to report one (1) day prior to Organization Day for orientation. The Orientation Day shall occur on one of the in-service days specified in Section A. above. Nurses who are required to attend orientation day will be excused from the in-service on that day. Orientation day may be a full length work day without additional compensation. The purpose of the orientation days shall be to inform new nurses of system-wide policies, practices, and procedures related to their jobs and/or employment.
2. The Association will be allowed to address the members at each oriented session.
3. Nurses in their first year of employment with the NPS may be required to attend one (1) meeting per month, up to two (2) hours in length, conducted by the Central Office or the SLT, when the agenda covers District or SLT wide issues that are not related to curriculum or instruction.

D. Work Days Prior Opening Day

Nurses will have the option to work three (3) days prior to the first day that staff is required to report for that school year. The workdays will be four (4) hours in length, excluding lunch, from 9:00 a.m. to 1.00 p.m. Nurses will be paid prorata (full day's pay) on their annual salary for each day. A nurse's inability to work any or all of these three (3) days will not be subjected to AIP or any disciplinary procedures. Nurses will not be allowed to utilize sick or personal days during this period. All three (3) days shall be reserved for registration duties, or administrative duties as directed, but the first of these three (3) days must

begin with a minimum of two (2) undirected hours to set up the health office.

Where possible, the days shall be the Tuesday through Thursday preceding the first day that staff is required to report, but in all cases, these days will be three consecutive work days no more than one (1) week prior the first day that staff is required to report.

E. School Calendar

1. In accordance with prior practice, the school calendar for employees during the term contract will be set during the editing of the contract.
2. The Newark Public Schools and the Association agree to follow the aforementioned practice of setting of the calendar in the event of a multi-year agreement no later than each April 1st, for the ensuing contract year.
3. Nothing herein shall limit the right and responsibility of the Newark Public Schools to adopt a calendar.
4. Additional emergency school closing days that may be required beyond the two (2) contained in this school year calendar will be rescheduled during the spring recess.

F. Flexibility For Turnaround Schools

Schools in need of dramatic improvement need increased flexibility to achieve results. Nurses assigned to Turnaround/Renew schools with extended work day and work year will be paid a stipend equal to the certificated teachers at that school site and shall be required to fulfill the extended time specified in the school's Election to Work Agreement (EWA). An EWA specifies expectations and requirements at each school. A nurse may choose to sign the EWA or apply for other vacancies within NPS.

Section 2 - Work Day

- A. Schools shall start no earlier than 7:30 am end no later than 4:30 pm, and operate for the length of the continuous instructional day, six (6) hours and forty (40) minutes,

except as may be provided for in a voluntary election to work agreement (See Exhibit C). No changes to the school schedule shall occur during the school year unless an emergency situation arises.

- B. In buildings with one (1) regularly scheduled nurse, the nurse shall be required to report to work at the same time as the teachers and may depart at the same times as the teachers.
- C.
 - 1. In buildings with more than one (1) regularly scheduled nurse, a nurse may be required to report for duty one (1) period prior to or one period later than the normal teacher arrival time. Nurses who are scheduled to report for duty one (1) period early shall be permitted to depart one (1) period early. Those scheduled to sign out one period late shall report one (1) period late.
 - 2. Assignments to an early or late schedule shall be on a voluntary basis. Volunteers will be sought first at the location where the early and/or late assignments will occur. When there are insufficient volunteers at the location where the early and/or late assignments will occur, volunteers will be sought on a District-wide basis. When there are insufficient volunteers for the early and/or late assignments transfers will be made based on District-wide seniority. Early and/or late assignments will be limited to one (1) period at the secondary schools and forty (40) minutes at the elementary schools. The purpose of the early arrival or late departure is to have nursing services available in the building.
 - 3. Nurses assigned to the Early Childhood Program who are required to work in a program beyond the normal school day will be permitted to begin their work at a later time by agreement between the nurse and the Nursing Supervisor to maintain the same length work day as all other nurses.
- D.
 - 1. Each nurse shall receive an Organizational Period for the purpose of preparing for testing, organizing files, and completing required forms at least three (3) times per week. Such Organizational Period shall be equivalent to one (1)

class period applicable in the school to which the nurse is assigned, and would best be scheduled during the last period of the workday. The nurses will remain in the Health Office and be available for emergencies as determined by the school Principal. Schedule shall be prepared by the Principal. At the beginning of each school year each school based nurse shall post and may distribute her daily schedule.

2. During an organizational period, nurses will be unavailable except to address emergent medical needs. Every effort will be made to minimize any interruption during this period. A schedule of the Health Office hours will be developed by the school nurse and the principal and disseminated to all staff. In schools with two (2) or more nurses, the organizational periods shall be scheduled separately.
- E. Instructional days may be either full length or minimum length, 1:00 p.m. student dismissal at the discretion of the Newark Public Schools. Employees may be required to remain until the normal employee departure time, including after-school meeting time, on minimum length instructional days. These days will not be scheduled on Fridays or the day before a holiday. These days will be an exception to the provisions of Article VII.1.B. A minimum of two (2) weeks advanced notice of the one p.m student dismissal for teacher training will be issued by the Superintendent or her/his designee.
- F. Nurses may be required to work out of district to provide care to a Newark Public School student in the event the Nurse who is assigned to the student(s) is absent. Whenever possible, an itinerant nurse will be assigned to the coverage.
- G. No nurse shall engage in Union activities during the time s/he is assigned to nursing or other duties except as provided for in Article IX.

Section 3 - Duty-Free Lunch

Nurses shall receive a duty-free lunch period similar in length to that which applies to pupils in the school to which the nurse is assigned. If the lunch-time of the nurse is disturbed to meet a clear and obvious emergency, the

nurse shall be compensated with additional time following the emergency equal to the time occupied in meeting the emergency. Whenever, in a one (1) nurse building, the nurse leaves the building for her/his duty free lunch, the nurse must notify her/his building administrator.

Section 4 - Meetings

- A. Nurses may be required to attend all meetings conducted during the school day.
- B. Nurses shall be required to attend ten (10) faculty meetings per school year inclusive of School Nurse Meetings.
- C.
 - 1. Nurses shall be required to attend professional departmental meetings conducted by the Newark Public Schools Director of Medical Services and/or the Supervisor of Nursing and childcare. These meetings shall be held immediately following the in-service workshop during the months of October, November, December, January, March, April and June except in the case of any period of serious medical emergency involving the health of pupils in the Newark Public Schools. With the exception of the emergencies listed in the previous sentence nurses who will not be able to attend the regularly scheduled department meetings must submit a written note to the Supervisor of Nursing not later than one (1) day prior to the department meeting. Even though a note has been submitted, nurses who do not attend the department meeting may be subject to disciplinary action.
 - 2. Those meetings should be held in a convenient facility which is comfortable and conducive to an educational meeting, and shall end at a reasonable time.
 - 3. On days when such meetings are conducted, nurses shall be excused reasonably earlier by their school administrator to be able to reach the departmental meeting on time. The Principal of each school to which a nurse is assigned shall be notified as to the date, place and time of each such meeting.
 - 4. Meetings shall be held for one hour from 3:10 p.m. to 4:10 p.m.

- D. 1. As part of their professional services all nurses shall be required to remain in school following the conclusion of the student day for the purpose of conducting parent conferences two (2) times per school year. The parent conference days shall be scheduled on minimum length student days. One (1) conference day will be scheduled in the fall semester and one (1) day in the spring.
2. The fall parent conference time shall begin fifteen (15) minutes after the students depart and shall end not later than 7:00 p.m. For the spring parent conference night, all nurses will be released at 4:00 pm, rather than at 7:00 pm as required in the article.
3. The parent conferences shall be scheduled through collaboration among the nurse, the administrator and the parent.
4. The parent conferences will be scheduled at the beginning of the school year.

Section 5 - Compensation For Time

- A. Nurses shall be compensated for all overtime over fifteen (15) minutes when it is necessary to remain in school due to an emergency situation prior to the opening or after the closing of school. An emergency shall be deemed to exist when an injury or illness occurs which threatens the safety of a child or requires professional assistance for the child's safety. The latitude of such a situation may be extended beyond the normal school hours, until such a time that a parent or a guardian has appeared on the scene or other responsible authorities take over.
1. All pre-planned, non-emergency extra hour work will be subject to the term of Article V, Section 5A.
2. All such overtime shall be calculated on the basis of time and one-half, that is the regularly hourly rate of pay multiplied by one and one-half (1 ½).
3. Except in cases of emergency when a principal may not be available, all overtime must be approved by the appropriate administrator prior to the use of said time. The Supervisor of Nursing and Child Care shall be notified of all occurrences of overtime.

4. An overtime code shall be provided at the beginning of each school year and whenever the code changes.

B. In the event of the absence of a nurse and no substitute nurse is on site, the nurse in the designated stand by school shall be contacted. In an emergency situation, if the standby nurse's presence is required, advice and direction shall be given by the standby nurse until such time as the nurse can arrive on the emergency site. In the event of the absence of a nurse and no substitute nurse is on site the nurse in the designated standby school shall be paid sixty dollars (\$60) per day. To qualify for the standby coverage the following conditions must be met. Coverage sheets must be submitted within two (2) weeks of the coverage date. Failure to submit the coverage report on time will lead to denial of payment.

1. The School Nurse must physically leave the school to which she/he is permanently assigned and go to the stand by school assigned for that day. The standby school cannot be a school to which the nurse is assigned.
2. The School Nurse must follow the District's procedures for signing in and out as determined by their department.
3. The School Nurse must be at the school to perform a needed service, which can only be provided by School Nurse, i.e., medication, administration, emergency care, crisis intervention or if directed by the administration.
4. Itinerant nurses who are assigned to a building for a day shall be considered permanent in that building for that day and shall be eligible for compensation under this section if the itinerant nurse must travel to a standby school.
5. Pre-school collaborative nurses are not considered standby nurses at the schools to which they are regularly assigned.
6. Schools with annexes shall be excluded from coverage pay for the nurse from the school with the annex, with the exception of Ridge Street Annex.

ARTICLE VIII

LEAVES

Section 1 - Sick And Personal Leaves

- A. 1. Nurses shall be granted twelve (12) sick leaves days per school year. Unused sick leave shall be accumulated without limit.
2. A medical certificate is required when a bargaining unit member's absence exceeds five (5) consecutive working days due to illness. It should be mailed directly to Office of Health Services, Newark Public Schools, 765 Broad Street, Newark, NJ 07102. Mark envelope CONFIDENTIAL: FORMS CLERK. Do not submit this form to your school or department.
- B. In the event that a nurse's accumulated sick leave has been exhausted and the nurse certifies to the Newark Public Schools that she is unable to work due to an extended illness, the Newark Public Schools may, consistent with its present practice and NJSA 18A:30-6 grant additional sick leave to such nurse with pay.
- C. Nurses shall be granted five (5) days leave annually for personal reasons. Where possible, nurses must notify their principal and/or supervisor of personal days use at least forty-eight (48) hours prior to said use. Nurses shall be permitted to use a one-half (1/2) personal day provided they submit a written request for same to their Principal and copy the Nursing Supervisor or Director of the Early Childhood Program at least two (2) days in advance and provided that the request is approved. The State Superintendent at his/her discretion may grant additional personal leave days if the reason warrants it.

Three (3) of the five (5) personal days are eligible to roll over to sick days the following year if they are not utilized by the employee. Personal days shall be pro-rated based on the number of months the teacher is on the payroll. Employees hired on or before October 15 will be granted five (5) personal days, employees hired between October 16 and March 15 will be granted three (3) personal days, employees hired on or after March 16 will be granted one (1) personal day.

- D. Male nurses shall be accorded the same privileges as female nurses.
- E. Employees hired or returning from leaves of absence on or after October 15, shall receive sick leave and personal leave on a prorated monthly basis predicated upon twelve (12) sick and five (5) personal days per school year.
- F. ABSENCE BEFORE AND AFTER A HOLIDAY

All employees are required to work the last scheduled working day before and the next scheduled working day following the scheduled holiday(s). Failure to report before and after the scheduled holiday shall result in loss of pay for said occurrence.

EXCEPTIONS:

Personal Day, Extended Sick Leave, and Short Term Sick Leave.

In the case of short term sick leave, the employee must submit medical certification from a licensed physician or hospital, including a diagnosis, verifying that he/she was either physically unable to perform his/her duties or that he/she was carrying a contagious disease on the day(s) of absence. The medical certificate must be submitted to the Office of Employee Services within three (3) working days of the date the employee returns to work.

Section 2 - Maternity Leave

- A. Upon certification by a competent physician and application by a Nurse, a leave for maternity shall be granted by the Newark Public Schools for a period of no more than one (1) Year.
- B. A Nurse on maternity leave shall be reinstated at any time during the period of such leave upon request of the nurse, upon thirty (30) days written notice and certification by a licensed physician of the nurse's ability to perform the duties and responsibilities of her position.
- C. Nurse returning from maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective. Salary placement shall be at the step as when the

leave became effective, except that when the nurse has completed ninety (90) days or more of a school year, it shall count as a full year.

- D. Seniority rights shall be maintained during the period of such absence.

Section 3 - Military Leave

- A. Military leave of absence without pay will be granted to a permanent nurse inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress.
- B. Upon return to the school system, such inducted nurse will be placed on a step of the salary scale as if she had never left.
- C. The nurse returning from military service will be reinstated and will retain seniority as if she had never left.
- D. Nurses called for active reserve duty for periods up to two (2) weeks shall suffer no loss of pay or benefits for such periods

Section 4 - Existing Leave

No deduction of salary of a regular nurse shall be made for absence as follows:

- A. 1. Death in the immediate family or household, absence not to exceed the five (5) consecutive work days immediately following the death or five (5) consecutive work days including the date of funeral or burial of the deceased. In the event that the nurse is not using the days immediately following the death, s/he will notify the Special Assistant for Health and Nursing that the days will be used at a later time. Immediate family is defined as follows: Spouse, domestic partner only, children, stepchild, grandchildren, mother (stepmother, foster mother, guardian, mother-in-law), father (stepfather, foster father, guardian, father-in-law), sister, brother, grandmother, grandfather.

A request to take bereavement leave at a time other than in conjunction with the death must be made to the employees' immediate supervisor within seven (7) days of the death. Bereavement leave shall be taken within six (6) months of the death.

2. The Newark Public Schools will require verification of relationship within five (5) working days immediately following the employee's return to work.
- B. Absence on account of court subpoena. The Newark Public Schools shall not grant leave with pay for any court matter of a personal nature, i.e. divorce, custody, tenancy, etc. The employee shall be required to abide by Circular #305. Leave with pay will be granted for worker's compensation appearances upon presentation of proper written documentation to the Office of Labor and Employee Relations.
- C. Quarantine as defined by the City of Newark Department of Health.
- D. Attendance at conferences when excused by the State District Superintendent.
- E. The State District Superintendent may grant two (2) weeks furlough without pay for the marriage of a nurse.

Section 5 - Maintenance Of Rights And Benefits

- A. Nurses on leave of absence with pay shall continue to receive full benefits provided by the Newark Public Schools as stated in this Agreement.
- B. Any nurse returning to full time employment in the Newark Public Schools upon termination of any leave, shall be returned to an assignment at any location where a vacancy exists.

Section 6 - Notice of Retirement/Resignation

Nurses who retire must give the NPS at least ninety (90) days advance notice for retirements that occur on dates other than July 1st of each year. When a resignation or retirement may not be rescinded except for extraordinary circumstances as determined by the District Superintendent, the District Superintendent's decision is not grievable.

A. Conversion Of Sick Days, Mid-Year Retirement (subject to the provisions of Section 9.I below)

1. FIRST 90 DAYS

Nurses - One hundred and twenty five dollars (\$125)

2. 91 – 150 DAYS

For the next sixty (60) days accumulated, one day's pay for each four (4) days accumulated, said days pay compensable at the 1/200th daily rate of pay for said employees, then existing;

3. 151 – 250 DAYS

For a total number of sick days between one hundred fifty-one (151) to two hundred fifty (250) days, one day's pay for each five accumulated days said days compensable at the rate of one hundred and fifteen dollars (\$115) each effective July 1, 2004;

4. OVER 250 DAYS

For all accumulated sick days in excess of two hundred fifty days, one day pay for each five accumulated days, said days pay to be compensable at the rate of ninety dollars (\$90) per day effective July 1, 2004.

5. REQUIREMENT

All converted sick leaves shall be deducted from the total number subject to be converted at (a) the end of the school year, or (b) upon retirement.

6. Exceptions to the ninety (90) day notice required for eligibility to convert accumulated sick leave may be granted by the Superintendent for reasons of personal illness of either the employee or a member of the employee's immediate family.

B. Conversion of sick days, July 1st retirements (subject to the provisions of Section 9.I below)

1. FIRST 90 DAYS

Nurses – one hundred and thirty five dollars (\$135)

2. 91-150 DAYS

For the next sixty (60) days accumulated, one day's pay for each three point five (3.5) days accumulated, said days pay compensable at the at the 1/200th daily rate of pay for said employees, then existing;

3. 151 – 250 DAYS

For a total number of sick days between one hundred fifty-one (151) to two hundred fifty (250) days, one day's pay for each five accumulated days said days compensable at the rate of one hundred and twenty five dollars (\$125) each effective July 1, 2004;

4. OVER 250 DAYS

For all accumulated sick days in excess of two hundred fifty (250) days, one day pay for each five accumulated days, said days pay to be compensable at the rate of one hundred and fifteen dollars (\$115) per day effective July 1, 2004.

5. REQUIREMENT

All converted sick leave shall be deducted from the total number subject to be converted at (a) the end of the school year, or (b) upon retirement.

C. Incentive/Penalty structure for timely notice of retirement

1. For notification of retirement effective July 1 each year:
 - o A nurse who provides notification by April 1 of the school year will receive the current formula for pay for accumulated days. An estimate of the benefit based on the days held at the point of notification will be provided, adjusted by later utilization of days or additional accumulation of days.

- o A nurse who provides notice prior to February 15 shall be paid a premium of five percent (5%) over the amount for which s/he would be entitled if s/he provided notice of at least 90 days.
 - o A nurse who provides notice prior to December 1 of the school year in which s/he will retire will receive a maximum premium of ten percent (10%).
2. For notification of retirement effective any date (July 1 or otherwise) - In the event a nurse does not provide notice within the 90-day required deadline, the following deductions will be made:
- o A deduction of 5 percent (5%) will be made for notice between 60-89 days in advance of the effective retirement date.
 - o A deduction of 10 percent (10%) will be made for notice between 30-59 days in advance of the effective retirement date.
 - o A deduction of 75 percent (75%) will be made for failing to provide at least thirty (30) days notice in advance of the effective retirement date.
3. A person with extenuating circumstances may seek a waiver of the penalty if approved by the district. Such approval will not be unreasonably withheld. Significant changes in the lifestyle of an individual, such as the health of the individual or their spouse/partner or other significant family member, death, or divorce or separation would be among those changes considered. Approval for waiver of the penalty shall be within the sole discretion of the Superintendent.

Section 7 – Association Leaves

- A. The President of the Newark Teachers Association shall have the right to request and then shall be granted an unpaid leave of absence to perform the duties of that office without pay or benefits.

- B. A leave of absence shall be granted to Newark Teachers' Association Representatives upon personal request and that of the NTA to work for the Newark Teachers' Association without pay or benefits.
- C. No more than three (3) 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 certification by the Newark Teachers' Association.
- D. When any individual granted such leave of absence returns to regular employment with the Newark Public Schools he/she shall be placed on the step of the salary schedule that he/she would have attained had he/she been continuously employed during such absence. There shall be no loss of seniority or any other right available to him/her under the law or the terms of this agreement because of such leave of absence. The period of the leave shall not be including in computing length of service of the time required to attain tenure.
- E. Any employee granted such leave of absence shall have the right to maintain the same health plan available to Newark Public Schools employees for hospital costs, medical surgical benefits, major medical insurance, and any other such benefits upon regular payment on his/her behalf to the Newark Public Schools, Benefits Office of amounts sufficient to cover the cost to the Newark Public Schools for continued participation in such employee health plans, provided to Newark Public Schools insurers will permit it.
- F. Effective July 1, 2007, the District shall grant leave with pay to any NTA officer(s) or member(s) designated by the NTA President to attend to Association business, to attend Association events or to serve NEA and/or NJEA in an official capacity, up to an aggregate of five (5) days school per year with pay with a limit of two (2) nurses per day. This leave shall not include meetings for the purpose of negotiations during the school day.

Section 8 - Reporting Absences

All nurses must call AESOP not later than one (1) hour prior to their scheduled sign-in time and call the Office of Health Services to report their absence. All nurses must call the Office of Health Services to report tardiness or a need to leave early. Nurses must have their office available to receive phone calls by their assigned beginning time. In emergency situations the nurse will notify the Office of Health Services.

Failure to report an absence as required will result in the deduction of one day's pay. In the event a nurse calls to report a late arrival, salary for that nurse will be deducted in accordance with time missed based upon their current rate of pay. Should a nurse fail to report to her assignment one half hour (1/2) after the official sign-in time, that nurse will be considered absent for the day.

Section 9—Family Leave Act And Family And Medical Leave Act

- A. 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 appropriate, the inclusion of sick leave, personal leave, vacation days, etc., in the leave.
- B. Permitted Purposes For Leave
 - 1. FLA—Serious Health condition of spouse, child, parent including parent-in-law, or the birth or placement for adoption of a child.
 - 2. FLMA—Serious health condition of spouse, child or parent, or the employee's own serious health condition, or the birth or placement for adoption or foster care of a child.
- C. Seniority

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

D. Attendance Improvement Plan

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

ARTICLE IX

ASSOCIATION RIGHTS

Section 1 - Negotiations On School Time

- A. Time for negotiations will be mutually agreed upon by the Association and the Newark Public Schools. Members of the Association's Negotiating Committee shall be granted Administrative Leave with pay if negotiations take place on school time. No more than three (3) nurses and one (1) NTA member who is not a nurse, shall have the right to receive pay under this provision.

- B. Nurses shall be granted Administrative Leave with pay the day following a negotiation session if the session lasts past 11:00 p.m. Nothing in this paragraph shall be construed to require the Newark Public Schools to negotiate during school hours or after 11:00 p.m.

Section 2 - School Visitation By Association Representatives

The Newark Public Schools shall permit the Association representative to visit schools. The Association representative shall make known her/his presence to the appropriate authority in the school. The visit shall not interfere with the normal education process. Conferences with nurses, should they become necessary shall be scheduled so as not to interfere with normal school functions.

Section 3 - Advisory Board Agenda

The Newark Public Schools shall make available to the N.T.A. one (1) copy of the official agenda of such public advisory board meetings at the same time when such agenda are made available to the public.

Section 4 - Leave For Association Conventions

Leaves of absence without loss of salary to attend convention of the American Nurses' Association, the New Jersey State Nurses' Association and other professional organizations not exceeding five (5) days in one (1) year nor two (2) individuals per convention shall be granted to duly qualified representatives of the Association. Written notice for administrative leave under this provision shall be submitted to the State District Superintendent or designee at least two (2) weeks in advance of the date or dates being requested.

ARTICLE X

GRIEVANCE PROCEDURE

The prompt, informal and confidential adjustment of grievances is encouraged and therefore the following procedure to accomplish this purpose is hereby established.

- A. A grievance is a complaint by an employee that (1) she has been treated unfairly or inequitably by reason of an act or condition, including those relative to employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, or (2) there has been as to her a violation, misinterpretation or misapplication of the provisions of this agreement, of any existing rule, regulation, or orders of the New Jersey State Department of Education having the force and effect of law.
- B. As used in the Article, the term "employee" means an individual nurse or a group of nurses having the same grievance.
- C. The Association shall have the right to initiate and process grievances which may be initiated and processed by an aggrieved employee under this Article, and shall have the right to appeal from disposition of any grievance at any step.
- D. No employee shall have the right to present a grievance unless it concerns a negotiable term and condition of employment.

E. REPRESENTATION

In the presenting and processing of grievances, the employee may be represented at her own expense by a person of her own choosing, except that she may not be represented by any other employee organization. In the event that a grievance is carried to Step 2, the Association shall be immediately notified.

F. TIMES FOR MEETINGS OR HEARING

The time for a meeting or hearing at all steps other than Step 1, within the prescribed time limit, shall be fixed by mutual agreement. In all cases (subject to the provision of Step 1 below) a representative of the Association shall have the right to be present and to present the Association's view at each step of the grievance procedure. Any notice to be given by an employee under the provisions of this Article may be given for the employee by the Association with the employee's consent.

PROCEDURE

STEP 1

The employee and, if the employee so desires, an Association representative shall first discuss the problem with the immediate administrative superior, who at this step of the grievance procedure shall be deemed to be the school principal.

STEP 2

1. If the grievance is not satisfactorily adjusted within five (5) school days after the last discussion, the employee, with the assistance of an Association representative, if the nurse so desires, may submit it in writing within five (5) school days after the end of the said five (5) day period to her immediate supervisor for satisfactory adjustment. If the employee so desires, he/she may seek the assistance of an Association representative.
2. Such written grievance must be submitted to the immediate supervisor in any event within thirty (30) school days from the date on which s/he became aware or should have been aware of the act or circumstance giving rise to the grievance.

3. The said immediate superior shall schedule a meeting to discuss the grievance with the nurse and an Association representative prior to making a decision, but in any event, such decision shall be given in writing with the reasons therefore to the employee, the Association and the Office of Labor and Employee Relations within five (5) school days after the written grievance has been submitted to her by the employee.

STEP 3

The employee may appeal to the Office of Labor and Employee Relations from the last mentioned decision of his/her immediate supervisor within five (5) school days after the decision has been given pursuant to the above provisions under "Step 2", by giving to the Office of Labor and Employee Relations and to the employee's immediate supervisor written notice of such appeal setting forth the specific basis of the grievance. The Office of Labor and Employee Relations shall meet with the employee and an Association representative within twenty (20) school days after giving such appeal notice and shall give a decision in writing with reasons therefore to the employee, the Association and the employee's immediate supervisor within ten (10) school days after such meeting.

STEP 4

In the event a grievance shall not have been settled under the above procedures, the employee may have the grievance submitted to binding arbitration. The employee's written request for binding arbitration shall be given to the Office of Labor and Employee Relations within ten (10) school days after the decision of the Office of Labor and Employee Relations has been given to the employee and the Association pursuant to the above provisions under "Step 3".

The employee's written request for binding arbitration shall be subject to the provisions set forth below.

- A. 1. The employee, or the association in the employee's behalf, shall request a list of arbitrators from the Public Employment Relations Commission (PERC) or the American Arbitration Association (AAA).
2. The parties shall be bound by the rules and procedures of the AAA or PERC in the selection of an arbitrator.

- B. 1. The arbitrator shall be empowered to hear only grievances within the scope of the definition of the term grievance under Section 1 of this Article.
- 2. The arbitrator, in the performance of this duty shall be bound by and comply with the provisions of this agreement.
- 3. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this agreement, or applicable law, or rules and regulations having the force and effect of law.
- 4. The arbitrator's decision shall not usurp the functions or power of the State Operated School District as provided by statute.
- 5. The arbitrator shall have the power to make compensatory awards, where necessary to implement the decision.
- 6. The fees and expenses of the arbitrator shall be borne equally by the Newark Public Schools and the Association.
- C. 1. The arbitration award shall be final and binding. The parties shall abide by same, and it shall be enforceable under the laws of the State of New Jersey.
- 2. The arbitration award shall be in writing and shall set forth the opinions and conclusions on the issue(s) submitted.

GENERAL PROVISIONS

- A. If the decision to be given by the employee's immediate administrative supervisor or the State District Superintendent/designee in accordance with the applicable provisions under "Step 1", "Step 2", or "Step 3" above are not given within the respective times by the said provisions specified, the employee shall have the right to proceed with her/his appeal to the next step or in the case of the decision specified under "Step 3", to request arbitration within the same time to the same parties and in the same manner as s/he would be required to give if a decision adverse to his/her had been rendered on the outside date prescribed above for rendering decisions under Step "2" or Step "3".

- B. If the employee fails to submit his/her written grievance within the time specified in the provisions under “Step 2” above, or if s/he fails to give within the prescribed time written notice of the request for arbitration mentioned under “Section 4” above, the grievance shall be deemed to have been waived. Time limits specified in this Article as to things to be done at any step may be extended by agreement between the parties.
1. Any written notice to be given hereunder by the nurse to his/her supervisor or to the State District Superintendent/designee may be given by hand, or by leaving it with a person in charge of the office of such supervisor, or of the State District Superintendent, or by mailing it by certified mail, return receipt requested, addressed to such superior, or to the State District Superintendent/designee at their respective offices.
 2. Such notice to be given to the association may be given by hand to the President of the Association or by mailing it by certified mail, return receipt requested addressed to the Association at its offices.
 3. The date of mailing shall be counted as the date of giving notice by the employee to her supervisor, the State District Superintendent under his Article, but if a notice or decision of the employee’s supervisor, the State District Superintendent designee is given to the employee by certified mail, the time within the employee may give notice of appeal as provided under Step “3” or notice of request for arbitration as provided under Step “4” above shall be increased by two (2) days.
- C. Persons proper to be present for the purpose of this Article are defined as the aggrieved, the appropriate Association and Newark Public Schools representatives and witnesses. When hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
- D. A grievance arising from the action of a Supervisor, Director, or Coordinator attached to the Central Office, will first be discussed with the official, if not resolved informally, it may be processed in accordance with Steps “3” and “4”.

- E. Nothing in this contract shall be construed as compelling the Association to submit a grievance to arbitration.
- F. No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such arbitration.
- G. In the event that a grievance is carried to “Step 2” the Association shall be immediately notified. The time for a meeting or hearing at all steps other than “Step1” within the prescribed time limit shall be fixed by mutual agreement.
- H. In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year.
- I. Official grievances shall not be placed in the personnel file of the employee, nor shall they be utilized in the promotional process or any recommendation for job placement.
- J. Any form for the appropriate filing of a grievance shall be mutually agreed to by the parties and made available in the office of the principal in every school.

ARTICLE XI

EMPLOYEE PROTECTION

Section 1 - Statutory

The Newark Public Schools recognizes that the protection afforded to Newark Public Schools employees under the provisions of 18A:16-6.1 of the New Jersey Statutes as presently in force or as such laws may be amended during the life of this Agreement and dealing with indemnity of employees against civil actions and certain criminal actions will be applicable to nurses.

Section 2 - Job Action

- A. In the event of a job action by any employee group that prevents nurses from entering a school building they shall contact the Bureau of Health Education and Services for instructions as to what to do.

- B. The State District Superintendent or designee shall make the decision as to procedure at this time and so direct the Director of the Department.

ARTICLE XII

**PROFESSIONAL DEVELOPMENT
AND EDUCATIONAL IMPROVEMENT**

Section 1- Professional Development

- A. The Newark Public Schools and the nurse mutually agree that in a rapidly changing society and medical technology, mutual planning to provide a program of continuous training and retraining of nurses should be undertaken and efforts be made to seek and obtain funding to provide for such items as (a) in-service courses, workshops, and seminars, (b) attendance at conferences, (c) attendance at university courses in order to update practicing school nurses with new medical and health developments, (d) a complete updated nurses' reference library, (e) grants for planning and developing innovative school nursing services and other similar programs.
- B. The Newark Public Schools and the nurses agree to set up a special committee composed of the Director of Health Education and Services, the Supervisor of Nurses, the Assistant Executive Superintendent of Special Services, five (5) nurses nominated by the Association and any other individuals designed by the State District Superintendent.

The function of the committee, which will present its findings and recommendations to the State District Superintendent shall be:

1. To seek funds from public or foundation sources to provide training opportunities as described previously in this Article.
2. To prepare any proposals necessary for obtaining such funds with the assistance of any Newark Public Schools staff experienced in preparing such proposals.

3. To plan, implement, and evaluate any programs which might result if and when such funds might become available.
- C.
1. The Newark Public Schools shall establish a Professional Improvement Fund, based upon budgetary limitations as set forth below, to be made available to Nurses for expenses incurred in the attendance at professional conventions, conferences, workshops, or other similar events which may promote professional improvements, excluding tuition for graduate credits and/or school nurse certification; such attendance shall be permitted without any loss of wages or personal days.
 2. Effective July 1, 2007, The Newark Public Schools will provide funds in the amount of \$23,000 each year for the duration of this agreement.
 3. Each nurse will be limited to a maximum of seven hundred fifty dollars (\$750) per school year for professional improvement.
 4. A maximum of five (5) nurses shall be permitted to attend a conference/event at any given time during the school year (September to June). Relevant New Jersey statute(s) and the District's travel policy must be adhered to.
- D. Directors will meet with new employees prior to the placement in a school. Said meeting will be held in the Office of Health Services and include School nurse district policies and procedures.
- E. The Staff Development and Training Department in cooperation with the Office of Health Services will provide a minimum of two (2) district wide in service programs for all school nurses.

Section 2 - Tuition Reimbursement Program

Effective October 16, 2017 the NPS agrees to reimburse the cost of tuition not to exceed \$350 per credit for courses receiving prior approval from the School Business Administrator's Office. Effective October 16, 2017, the number of credits eligible for reimbursement shall be twelve (12)

credits per employee per year. Effective September 1, 2007, the NPS's total cost for tuition reimbursement shall not exceed \$26,500 per year.

- A. To be eligible for tuition reimbursement, courses(s) shall be:
 - 1. Courses that are part of a matriculated graduate program in the present field of nursing.
 - 2. In a health and/or nursing- related field to which the nurse may be assigned within the district (Health Coordinator, Supervisor or nursing)
 - 3. The School Business Administrator's Office shall grant approval for tuition reimburse for graduate level courses as indicated below. 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 university schedule/program may be approved on an individual basis by the Deputy Superintendent of Schools whose decision is final and not subject to the grievance procedure.

- B. Courses which include study in the following areas shall be approved for reimbursement:
 - 1. Nursing/teaching skills
 - 2. Values clarification
 - 3. Learning theory (e.g. health)
 - 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 nurse's area(s) of certification

- C. Non-specific Generic Foundation courses in the following study areas:
 - 1. Drug and alcohol abuse awareness
 - 2. Suicide awareness
 - 3. School law

4. Contemporary health issues awareness
 5. Computer literacy
 6. Development psychology
- D. Applications for reimbursement shall be submitted no later than forty-five (45) days prior to the beginning of the college academic term.
- E. Written approval for tuition reimbursement must be received from the School Business Administrator's Office prior to registration in a prescribed form available in the School Business Administrator's Office.
- F. One hundred percent (100%) payment for the above 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%) reimburse will be for grade 'C.' No reimbursement will be given for a grade of 'D' or 'F'. For pass/fail classes, if the employee receives a passing grade the class shall be fully reimbursed (100%). The employee will not receive any reimbursement for a failing grade.
- G. A nurse will be limited to three (3) credits per year. Effective July 1, 2005, this will increase to six (6) credits per person per year.
- H. Nurses approved for tuition reimbursement shall forfeit the value of the reimbursement if the nurse resigns/retires for the District within three (3) years of the date the nurse received the reimbursement. A nurse 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.

ARTICLE XIII

SPONSOR OR STUDENT ACTIVITIES

Should any nurse serve as the staff sponsor for any student activity, such nurse shall, where applicable, be remunerated at the same rate of compensation as is paid to teachers.

ARTICLE XIV

ASSIGNMENT AND TRANSFER

Section 1 - Voluntary Transfer

- A. 1. Employees who wish to make application for transfer or assignment shall submit their request in writing, no later than March 15th of each year, to the Talent Office and the Director of Health Services. Such applications shall include in order of preference, the school or schools desired. Said requests will be kept on file for one school year only. If an employee does not receive the requested assignment, s/he shall take a new request for the following school year, if s/he still desires a transfer or a change in assignment.
2. Failure to submit a request prior to March 15th shall not preclude any Nurse from applying for any nurses' position that is posted as required by Section 2 of this article.
- B. The determination of the State District Superintendent on applications for transfer or assignment shall be made for good cause and shall in no case be based on any personal bias or vindictiveness against any applicant.
- C. Upon written request, any employee who has applied for, but has not been granted a transfer, will be given an explanation, in writing for said denial of transfer. Such written request for explanation as described above shall be submitted to the Talent Office within ten (10) days of notice that transfer request has been denied.

Section 2 - School Assignments

Changes in school assignments are often made to meet the needs of the total school situation. When this is necessary, the Director of Health Education and Services shall make these recommendations to the Chief Talent Officer. When the District seeks to fill a vacancy, the job description for such vacancy shall be posted on the District's website.

ARTICLE XV
PROMOTIONAL POSTING

Section 1 - New Positions

In the event that new positions or promotional opportunities become available within the area of school nursing services the Newark Public Schools shall:

- A. Post notice of all openings and promotions for a minimum of ten (10) days prior to the closing date for application. The ten (10) day limitation may be waived by mutual agreement.
- B. Include in such notices complete and full details with respect to required qualifications, job specifications and salary to be paid.
- C. Give all employees in the unit full and equal opportunity to apply and complete for such positions.

Section 2 - Applications

All filing procedures for any promotional position will be undertaken according to prevailing requirements for the Newark Public Schools.

Section 3 - Nurse Practitioner

In the event that the position of School Nurse Practitioner is used in the Newark Public Schools and the Association agree to negotiate the terms and conditions of employment for employees appointed/employed in this position.

ARTICLE XVI

MISCELLANEOUS

Section 1 - Statement Of Sick Leave

Should the Newark Public Schools payroll office discontinue the current practice of posting accumulated sick/personal days on paychecks, each nurse shall receive a statement of all sick days accumulated by him/her up to the end of the previous school year on or before November 1, of the subsequent school year.

Section 2 - Protection Of Records

The nurse's office of each school shall be equipped with files and other facilities capable of being locked in order to insure the protection and confidentiality of records.

Section 3 - Child Study Team

Nurses shall be included on child study teams in all cases involving school medical records and history. Nurses shall be made aware of any pertinent conclusion of such teams, which may involve the nurse's services.

Section 4 - Discretionary Fund

The Newark Public Schools and the Association agree to continue the nurse's discretionary fund. An amount of ninety (\$90.00) dollars per nurse shall be made available by the Newark Public Schools in each year. This money can be utilized by nurses for supplies that are in direct support of their duties, including but not limited to health information, bulletin board supplies, posters, pamphlets, office supplies, ink for printers, medical supplies, and paper. Items can be shipped to the nurse's home or their school site if they are ordered online. In any event, no payments will be made after June, each year.

Section 5 - Nurse's Records

Should any written materials in depreciation of any Nurse be placed in the personnel records of a nurse, the nurse involved will be informed, and if said material upon review is found to be unjustified, such materials will be expunged from the nurse's record.

Section 6 - Office Space

- A. Nurse shall be supplied with a proper place to work (office).
- B. No nurse shall be placed to work in a broom closet or hall. Air conditioning shall be working in those places that do not have windows.
- C. The Health Office shall be cleaned.
- D. No exterminators shall be in the room while it is occupied.
- E. Area should be easily accessible and as close to main office as possible.
- F. A nurse shall be assigned to every school if feasible and the budget permits.
- G. In the event that no nurse is present in a school and first aid is necessary, the principal shall be responsible for assigning someone trained in first aid procedure to provide this care.

Section 7 - Equipment

Equipment shall be repaired and replaced as necessary. Until each school is supplied with an audiometer, the nurse or responsible person designated by the principal shall be responsible for delivering to the school and returning to Central Office any audiometer that is borrowed for audiometric screening. The nurse or designated person will be reimbursed for bus transportation through the petty cash fund of the school.

Section 8 - Supply Delivery

The nurse or responsible person designated by the principal shall be responsible for delivering biological and syringes to school. They shall be released during school hours and be reimbursed for transportation costs through the Department of Health Education.

Section 9 - Travel Reimbursement

- A. Travel reimbursement shall be at the rate established by the NJ OMB.
- B. Requests for reimbursement of toll and/or parking costs shall be supported by submission of receipts.
- C. Requests for Travel reimbursement shall be made by completion of Newark Public Schools established forms for this purpose.

Section 10 - Labor Management Committee

A Labor Management Committee consisting of representatives of the Newark Public Schools and the Union shall be set up for the purpose of reviewing issues of common interest.

Section 11 - Personnel File

The Newark Public Schools agrees to continue its policy of treating personnel files as confidential. Any employee shall have the right to review, by appointment, her personnel file. Upon request the Employer will reproduce one (1) copy of any materials in the employee's file at no cost to employee.

Section 12 – Field Trip Assignments

For overnight, weekend, and extended day field trips NPS nurses shall be given the opportunity to accept the assignment. The District will make every reasonable effort to provide as much advanced notice of the trip as possible. Only in the event that all NPS nurses fail to accept the assignment may the District use the services of a non-district nurse for the field trip.

ARTICLE XVII

MANAGEMENT RIGHTS

The Newark Public Schools reserves to itself sole jurisdiction and authority over matters of policy and retains the right to carry out the mission of the school district subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and statutory regulations.

ARTICLE XVIII

CONFORMITY TO LAW AND SAVINGS CLAUSE

If any provisions of this agreement is or shall at any time be determined to be contrary to law by a court competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event 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 to remain in full force and effect.

ARTICLE XIX

DUES DEDUCTION AND AGENCY SHOP FEES

Section 1 - Dues Deduction

- A. The Newark Public Schools agree to continue to deduct from the salary of its employees dues for the Association, as said employees individually and voluntarily authorize. The Newark Public Schools will remit dues deducted from the members supported by a schedule listing names and amounts within twenty (20) days after the end of the month. Dues shall be deducted each pay period at the rate prescribed in writing by the Association.
- B. Prior to the beginning of each membership year, the Association will notify the Newark Public Schools in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.

Section 2 - Agency Shop

The Newark Public Schools agrees to continue to deduct a representation fee from the salary of its employees at the rate of 85% of the dues amount for all employees in the bargaining unit who do not make application for membership in the Association within thirty (30) days after their date of hire, in accordance with all applicable statutes and regulations.

ARTICLE XX

WORKER'S COMPENSATION

The District shall comply with the New Jersey Worker's Compensation law, N.J.S.A. 34:15-1 et seq., and the New Jersey School laws concerning worker's compensation, N.J.S.A. 18A:30-2.1.

ARTICLE XXI

EMPLOYEE ASSISTANCE PROGRAM

The Newark Public Schools agree to continue to provide an Employee Assistance Program (EAP) designed to assist any full-time employee with concerns that may interfere with his/her work experience. Any full-time employee may utilize the EAP on a voluntary basis for private, confidential and individualized service.

ARTICLE XXII

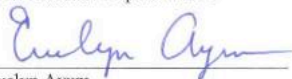
DURATION

This Agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of July 1, 2015 and shall continue to remain in full force and effect until June 30, 2019.

NEWARK TEACHERS' ASSOCIATION
NJEA



Edward Stevens
NJEA UniServ Representative



Evelyn Ayum
President of NTA



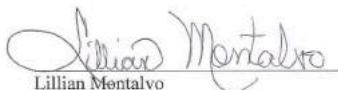
Elaine Elliott
President of NPS Nurses Association



Joyce McCree
Treasurer



Robin McBride
School Nurse

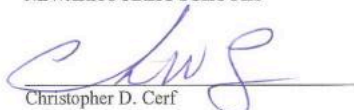


Lillian Mentalvo
School Nurse

Date:

10/10/2017

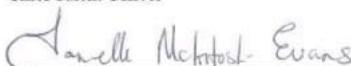
NEWARK PUBLIC SCHOOLS



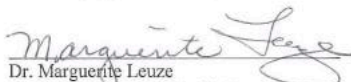
Christopher D. Cerf
State District Superintendent



Larisa Shambaugh
Chief Talent Officer



Janelle McIntosh-Evans
Interim Executive Director
Labor/Employee Relations



Dr. Marguerite Leuze
Special Assistant for Health Nursing



Xiomara Alvarez, Esq.
Legal Associate
Labor/Employee Relations

Date:

October 10, 2017

Exhibit A: Salary Guides 2015-16 to 2018-19

| | 2015-16 | 2016-17 | | 2017-18 | | 2018-19 | |
|-----|---------|---------|--------|---------|--------|---------|--------|
| 1 | 51,250 | 1 | 51,500 | 1 | 52,250 | 1 | 53,000 |
| 2 | 51,722 | 2 | 52,110 | 2 | 52,892 | 2 | 53,600 |
| 3 | 52,144 | 3 | 52,535 | 3 | 53,323 | 3 | 54,200 |
| 4 | 52,983 | 4 | 53,380 | 4 | 54,181 | 4 | 55,000 |
| 5 | 54,571 | 5 | 54,980 | 5 | 55,805 | 5 | 56,363 |
| 6 | 55,600 | 6 | 56,017 | 6 | 56,857 | 6 | 57,426 |
| 7 | 56,954 | 7 | 57,381 | 7 | 58,242 | 7+8 | 59,684 |
| 8 | 57,786 | 8 | 58,219 | 8 | 59,093 | | |
| 9 | 59,167 | 9 | 59,611 | 9 | 60,505 | 9 | 61,110 |
| 10 | 60,792 | 10 | 61,248 | 10 | 62,167 | 10 | 62,788 |
| 11 | 61,856 | 11 | 62,320 | 11 | 63,255 | 11 | 63,887 |
| 12 | 62,713 | 12 | 63,774 | 12 | 64,848 | 12 | 65,550 |
| 13 | 67,243 | 13 | 66,111 | 13 | 68,109 | 13 | 69,154 |
| 14 | 71,710 | 14 | 70,628 | 14 | 71,744 | 14 | 73,283 |
| 15 | 76,210 | 15 | 75,109 | 15 | 76,251 | 15 | 77,000 |
| 16 | 80,710 | 16 | 80,007 | 16 | 81,327 | 16 | 82,000 |
| 17 | 86,182 | 17 | 84,519 | 17 | 86,003 | 17 | 87,000 |
| 17a | 90,710 | 17a | 89,525 | 17a | 90,517 | 18 | 91,266 |
| 18 | 94,031 | 18 | 94,531 | 18 | 95,031 | 18* | 95,531 |

**For 2018-19, there are only 18 steps. The steps will be relabeled starting with the new contract but everyone will move through their steps according to the terms of the contract.*

Traditional Salary Scale (Masters)

| | 2015-16 | | 2016-17 | | 2017-18 | | 2018-19 | |
|----|---------|--|---------|--------|---------|--------|---------|--------|
| 1 | N/A | | 1 | N/A | 1 | N/A | 1 | N/A |
| 2 | 51,710 | | 2 | 52,098 | 2 | 52,879 | 2 | 53,408 |
| 3 | 52,983 | | 3 | 53,380 | 3 | 54,181 | 3 | 54,723 |
| 4 | 53,498 | | 4 | 53,899 | 4 | 54,708 | 4 | 55,255 |
| 5 | 54,013 | | 5 | 54,418 | 5 | 55,234 | 5 | 55,787 |
| 6 | 54,528 | | 6 | 54,937 | 6 | 55,761 | 6 | 56,319 |
| 7 | 55,300 | | 7 | 55,715 | 7 | 56,550 | 7 | 57,116 |
| 8 | 56,083 | | 8 | 56,504 | 8 | 57,351 | 8 | 57,925 |
| 9 | 56,845 | | 9 | 57,271 | 9 | 58,130 | 9 | 58,712 |
| 10 | 58,366 | | 10 | 58,804 | 10 | 59,686 | 10 | 60,283 |
| 11 | 59,278 | | 11 | 59,723 | 11 | 60,618 | 11 | 61,225 |
| 12 | 61,910 | | 12 | 62,756 | 12 | 64,545 | 12 | 65,618 |
| 13 | 68,470 | | 13 | 67,277 | 13 | 70,102 | 13 | 71,864 |
| 14 | 75,710 | | 14 | 74,427 | 14 | 76,711 | 14 | 79,131 |
| 15 | 83,710 | | 15 | 80,749 | 15 | 82,571 | 15 | 84,613 |
| 16 | 88,710 | | 16 | 87,501 | 16 | 88,662 | 16 | 89,934 |
| 17 | 93,754 | | 17 | 94,254 | 17 | 94,754 | 17 | 95,254 |

Note: N/A indicates that there is no more first step on this guide, as no one can select this guide anymore.

Traditional Non-Pensionable Stipends (Masters)

| | 2015-16 | | 2016-17 | | 2017-18 | | 2018-19 | |
|----|---------|--|---------|-------|---------|---|---------|---|
| 1 | - | | 1 | - | 1 | - | 1 | - |
| 2 | - | | 2 | - | 2 | - | 2 | - |
| 3 | - | | 3 | - | 3 | - | 3 | - |
| 4 | 900 | | 4 | 900 | 4 | - | 4 | - |
| 5 | 900 | | 5 | 900 | 5 | - | 5 | - |
| 6 | 900 | | 6 | 900 | 6 | - | 6 | - |
| 7 | 900 | | 7 | 900 | 7 | - | 7 | - |
| 8 | 1,000 | | 8 | 1,000 | 8 | - | 8 | - |
| 9 | 1,000 | | 9 | 1,000 | 9 | - | 9 | - |
| 10 | 1,000 | | 10 | 1,000 | 10 | - | 10 | - |
| 11 | 1,000 | | 11 | 1,000 | 11 | - | 11 | - |
| 12 | - | | 12 | - | 12 | - | 12 | - |
| 13 | - | | 13 | - | 13 | - | 13 | - |
| 14 | - | | 14 | - | 14 | - | 14 | - |
| 15 | - | | 15 | - | 15 | - | 15 | - |
| 16 | 500 | | 16 | 500 | 16 | - | 16 | - |

Traditional Salary Guide (PhD)

| | 2015-16 | 2016-17 | 2017-18 | 2018-19 |
|----|---------|-----------|-----------|-----------|
| 1 | N/A | 1 N/A | 1 N/A | 1 N/A |
| 2 | 53,710 | 2 54,113 | 2 54,925 | 2 55,474 |
| 3 | 55,433 | 3 55,849 | 3 56,686 | 3 57,253 |
| 4 | 56,465 | 4 56,888 | 4 57,742 | 4 58,319 |
| 5 | 57,498 | 5 57,929 | 5 58,798 | 5 59,386 |
| 6 | 57,997 | 6 58,432 | 6 59,308 | 6 59,902 |
| 7 | 58,360 | 7 58,798 | 7 59,680 | 7 60,276 |
| 8 | 58,722 | 8 59,162 | 8 60,050 | 8 60,650 |
| 9 | 59,188 | 9 59,632 | 9 60,526 | 9 61,132 |
| 10 | 60,380 | 10 60,833 | 10 61,745 | 10 62,363 |
| 11 | 61,738 | 11 62,201 | 11 63,134 | 11 63,765 |
| 12 | 63,950 | 12 65,330 | 12 67,180 | 12 68,290 |
| 13 | 71,210 | 13 68,891 | 13 71,732 | 13 73,354 |
| 14 | 76,710 | 14 76,454 | 14 77,956 | 14 80,320 |
| 15 | 84,710 | 15 82,159 | 15 84,582 | 15 86,387 |
| 16 | 90,710 | 16 89,499 | 16 90,960 | 16 92,113 |
| 17 | 96,339 | 17 96,839 | 17 97,339 | 17 97,839 |

Note: N/A indicates that there is no more first step on this guide, as no one can select this guide anymore.

Traditional Non-Pensional Stipends (Phd)

| | 2015-16 | 2016-17 | 2017-18 | 2018-19 |
|----|---------|----------|---------|---------|
| 1 | - | 1 - | 1 - | 1 - |
| 2 | - | 2 - | 2 - | 2 - |
| 3 | - | 3 - | 3 - | 3 - |
| 4 | 900 | 4 900 | 4 - | 4 - |
| 5 | 900 | 5 900 | 5 - | 5 - |
| 6 | 900 | 6 900 | 6 - | 6 - |
| 7 | 900 | 7 900 | 7 - | 7 - |
| 8 | 1,000 | 8 1,000 | 8 - | 8 - |
| 9 | 1,000 | 9 1,000 | 9 - | 9 - |
| 10 | 1,000 | 10 1,000 | 10 - | 10 - |
| 11 | 1,000 | 11 1,000 | 11 - | 11 - |
| 12 | - | 12 - | 12 - | 12 - |
| 13 | - | 13 - | 13 - | 13 - |
| 14 | - | 14 - | 14 - | 14 - |
| 15 | - | 15 - | 15 - | 15 - |
| 16 | 500 | 16 500 | 16 - | 16 - |

**Exhibit B: Turnaround/Renew School Waiver - Template A
High School without Additional Instructional Minutes**

Memorandum of Agreement
Between
The Newark Public Schools
And
NEWARK PUBLIC SCHOOL NURSES
(Represented by the Newark Teacher's Association)

This Memorandum of Agreement (“MOA”) is made and entered into by and between the State–operated School District of the City of Newark a/k/a Newark Public Schools (“NPS” or “the District”) and the Newark Teachers Association (“NTA”). The parties agree to the terms set forth below.

WHEREAS, the New Jersey Department of Education (“NJDOE”) and the NPS, in an effort to expand the portfolio of learning options for Newark’s students, launched Renew Schools in the Newark Public Schools commencing with the 2012-13 school year.

WHEREAS, the NPS and the NTA both share a deep commitment to raising student achievement for all children.

WHEREAS, the success of Renew Schools require modifications to the existing Collective Bargaining Agreement (“CBA”) between NPS and NTA;

NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

1. Nurses can elect to work in Renew Schools, but no nurse will be involuntarily assigned to a Renew school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, nurses will have opportunities to affirmatively 1) choose to apply to a new school vacancy and 2) decide whether or not to accept an offer. The school administrator will select applicants who meet the role requirements and best fit the school’s unique needs and design.

2. Nurses who want to become part of the school staff team must read the full school description to understand the program design, work day, service assignments, professional development, common planning time, and other expectations and conditions and take these into consideration before applying and choosing to work at this school. These expectations and conditions will be shared with staff and each nurse must commit to these conditions annually by signing an individual Election to Work Agreement.
3. Restrictions on the scheduling of professional development days shall not apply to Renew Schools. Differentiated professional development and support for nurses is a key component of ensuring a strong academic program at each school. In order to provide job-embedded professional development that is differentiated based on individual nurse needs, limits on months and number of professional days shall not apply but shall be set forth in the Election to Work Agreement.
4. The in-school work day for nurses shall commence no earlier than 7:30AM. The specific starting times for each of the new schools shall be set no later than June 15 of the preceding school year and shall remain in effect for the entire school year (except in the case of an emergency). Starting time may vary by day of the week for each nurse; however, it shall be consistent for the school year except for prescheduled events such as Professional Development Article VII, shall not apply. The conditions described in the subsection of the CBA shall be set forth in the Election to Work Agreement.
5. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article VII, Section 4 of the CBA shall not apply. In addition, nurses will be required to attend meetings scheduled by the Director of Nursing. Meetings scheduled by the Director or Nursing shall be in place of the faculty meeting that week.
6. Renew Schools are eligible for additional CBA Waivers and other as specified in the NTA/NPS MOA for a successor contract dated June 2014.

7. Compensation. In accordance with CBA.

All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to the remaining schools within NPS.

For The Newark Public Schools



Cami Anderson
Superintendent
Newark State-Operated School District

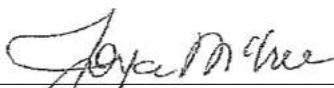
Date: 6/17/14



Laurette Asante, Esq.
Director
Labor & Employee Relations

Date: 6/17/14

For The Newark Teachers Association



Joyce McCree
President
Newark Public School Nurses
Newark Teachers Association

Date: 6/13/2014



Ed Stevens
NJEA UniServ Rep

Date: 6/13/2014

**Exhibit B: Turnaround/Renew School Waiver - Template B
High School with Additional Instructional Minutes**

Memorandum of Agreement
Between
The Newark Public Schools
And
NEWARK PUBLIC SCHOOL NURSES
(Represented by the Newark Teacher's Association)

This Memorandum of Agreement (“MOA”) is made and entered into by and between the State–operated School District of the City of Newark a/k/a Newark Public Schools (“NPS” or “the District”) and the Newark Teachers Association (“NTA”). The parties agree to the terms set forth below.

WHEREAS, the New Jersey Department of Education (“NJDOE”) and the NPS, in an effort to expand the portfolio of learning options for Newark’s students, will launch Renew Schools in the Newark Public Schools commencing with the 2012-13 school year.

WHEREAS, the NPS and the NTA both share a deep commitment to raising student achievement for all children.

WHEREAS, the success of Renew Schools require modifications to the existing Collective Bargaining Agreement (“CBA”) between NPS and NTA;

NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

1. Nurses can elect to work in Renew Schools, but no nurse will be involuntarily assigned to a Renew school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, nurses will have opportunities to affirmatively 1) choose to apply to a new school vacancy and 2) decide whether or not to accept an offer. The school administrator will select applicants who meet the role requirements and best fit the school’s unique needs and design.
2. Nurses who want to become part of the school staff team must read the full school description to understand the program

design, work day, service assignments, professional development, common planning time, and other expectations and conditions and take these into consideration before applying and choosing to work at this school. These expectations and conditions will be shared with staff and each nurse must commit to these conditions annually by signing an individual Election to Work Agreement.

3. Restrictions on the scheduling of professional development days shall not apply to Renew Schools. Differentiated professional development and support for nurses is a key component of ensuring a strong academic program at each school. In order to provide job-embedded professional development that is differentiated based on individual nurse needs, limits on months and number of professional days shall not apply but shall be set forth in the Election to Work Agreement.
4. The in-school work day for nurses shall commence no earlier than 7:30AM. The specific starting times for each of the new schools shall be set no later than June 15 of the preceding school year and shall remain in effect for the entire school year (except in the case of an emergency). Starting time may vary by day of the week for each nurse; however, it shall be consistent for the school year except for prescheduled events such as Professional Development Article VII, shall not apply. The conditions described in the subsection of the CBA shall be set forth in the Election to Work Agreement.
5. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article VII, Section 4 of the CBA shall not apply. In addition, nurses will be required to attend meetings scheduled by the Director of Nursing. Meetings scheduled by the Director of Nursing shall be in place of the faculty meeting that week.
6. Renew Schools are eligible for additional CBA Waivers and other as specified in the NTA/NPS MOA for a successor contract dated June 2014.
7. Compensation. In return for a nurse's commitment to work in a Renew School with the terms, conditions, expectations,

extended time, and flexibility specified above and in Election to Work Agreement, nurses shall receive additional annual compensation of \$3,000 stipend.

- a. Nurses who are either involuntarily transferred or elect to return to traditional NPS schools would lose the differential.


All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to the remaining schools within NPS.

For The Newark Public Schools



Cami Anderson
Superintendent
Newark State-Operated School District


Date: 6/17/14



Laurette Asante, Esq.
Director
Labor & Employee Relations

Date: 6/17/14

For The Newark Teachers Association



Joyce McCree
President
Newark Public School Nurses
Newark Teachers Association

Date: 6/13/2014



Ed Stevens
NJEA UniServ Rep

Date: 6/13/2014

**Exhibit B: Turnaround/Renew School Waiver - Template C
Elementary School without Additional Instructional Minutes**

Memorandum of Agreement
Between
The Newark Public Schools
And
NEWARK PUBLIC SCHOOL NURSES
(Represented by the Newark Teacher's Association)

This Memorandum of Agreement (“MOA”) is made and entered into by and between the State–operated School District of the City of Newark a/k/a Newark Public Schools (“NPS” or “the District”) and the Newark Teachers Association (“NTA”). The parties agree to the terms set forth below.

WHEREAS, the New Jersey Department of Education (“NJDOE”) and the NPS, in an effort to expand the portfolio of learning options for Newark’s students, will launch Renew Schools in the Newark Public Schools commencing with the 2012-13 school year.

WHEREAS, the NPS and the NTA both share a deep commitment to raising student achievement for all children.

WHEREAS, the success of Renew Schools require modifications to the existing Collective Bargaining Agreement (“CBA”) between NPS and NTA;

NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

1. School Nurses (“Nurses”) can elect to work in Renew Schools, but no nurse will be involuntarily assigned to a Renew school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, Nurses will have opportunities to affirmatively 1) choose to apply to a new school vacancy and 2) decide whether or not to accept an offer. The school administrator will select applicants who meet the role requirements and best fit the school’s unique needs and design.

2. Nurses who want to become part of the school staff team must read the full school description to understand the program design, work day, service assignments, professional development, common planning time, and other expectations and conditions and take these into consideration before applying and choosing to work at this school. These expectations and conditions will be shared with staff and each nurse must commit to these conditions annually by signing an individual Election to Work Agreement.
3. Restrictions on the scheduling of professional development days shall not apply to Renew Schools. Differentiated professional development and support for nurses is a key component of ensuring a strong academic program at each school. In order to provide job-embedded professional development that is differentiated based on individual nurse needs, limits on months and number of professional days shall not apply but shall be set forth in the Election to Work Agreement.
4. The in-school work day for Nurses shall commence no earlier than 7:30AM. The specific starting times for each of the new schools shall be set no later than June 15 of the preceding school year and shall remain in effect for the entire school year (except in the case of an emergency). Starting time may vary by day of the week for each nurse; however, it shall be consistent for the school year except for prescheduled events such as Professional Development Article VII, shall not apply. The conditions described in the subsection of the CBA shall be set forth in the Election to Work Agreement.
5. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article VII, Section 4 of the CBA shall not apply. In addition, nurses will be required to attend meetings scheduled by the Director of Nursing. Meetings scheduled by the Director of Nursing shall be in place of the faculty meeting that week.
6. Renew Schools are eligible for additional CBA Waivers and other as specified in the NTA/NPS MOA for a successor contract dated June 2014.

7. Compensation. In accordance with CBA.

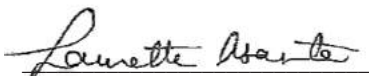
All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to the remaining schools within NPS.

For The Newark Public Schools



Cami Anderson
Superintendent
Newark State-Operated School District

Date: 6/17/14



Laurette Asante, Esq.
Director
Labor & Employee Relations

Date: 6/17/14

For The Newark Teachers Association



Joyce McCree
President
Newark Public School Nurses
Newark Teachers Association

Date: 6/13/2014



Ed Stevens
NJEA UniServ Rep

Date: 6/13/2014

**Exhibit B: Turnaround/Renew School Waiver -Template D
Elementary School with Additional Instructional Minutes**

Memorandum of Agreement
Between
The Newark Public Schools
And
NEWARK PUBLIC SCHOOL NURSES
(Represented by the Newark Teacher’s Association)

This Memorandum of Agreement (“MOA”) is made and entered into by and between the State–operated School District of the City of Newark a/k/a Newark Public Schools (“NPS” or “the District”) and the Newark Teachers Association (“NTA”). The parties agree to the terms set forth below.

WHEREAS, the New Jersey Department of Education (“NJDOE”) and the NPS, in an effort to expand the portfolio of learning options for Newark’s students, have launched Renew Schools in the Newark Public Schools commencing with the 2012-13 school year.

WHEREAS, the NPS and the NTA both share a deep commitment to raising student achievement for all children.

WHEREAS, the success of Renew Schools require modifications to the existing Collective Bargaining Agreement (“CBA”) between NPS and NTA;

NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

1. School Nurses (“Nurse”) can elect to work in Renew Schools, but no nurse will be involuntarily assigned to a Renew school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, nurses will have opportunities to affirmatively 1) choose to apply to a new school vacancy and 2) decide whether or not to accept an offer. The school administrator will select applicants who meet the role requirements and best fit the school’s unique needs and design.

2. Nurses who want to become part of the school staff team must read the full school description to understand the program design, work day, professional development, and other expectations and conditions and take these into consideration before applying and choosing to work at this school. These expectations and conditions will be shared with staff and each nurse must commit to these conditions annually by signing an individual Election to Work Agreement.
3. Restrictions on the scheduling of professional development days shall not apply to Renew Schools. Differentiated professional development and support for nurses is a key component of ensuring student achievement at each school. In order to provide job-embedded professional development that is differentiated based on individual nurse needs, limits on months and number of professional days shall not apply but shall be set forth in the Election to Work Agreement.
4. The in-school work day for nurses shall commence no earlier than 7:30AM. The specific starting times for each of the new schools shall be set no later than June 15 of the preceding school year and shall remain in effect for the entire school year (except in the case of an emergency). Starting time may vary by day of the week for each nurse; however, it shall be consistent for the school year except for prescheduled events such as Professional Development Article VII, shall not apply. The conditions described in the subsection of the CBA shall be set forth in the Election to Work Agreement.
5. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article VII, Section 4 of the CBA shall not apply. In addition, nurses will be required to attend meetings scheduled by the Director of Nursing. Meetings scheduled by the Director of Nursing shall be in place of the faculty meeting that week.
6. Renew Schools are eligible for additional CBA Waivers and other as specified in the NTA/NPS MOA for a successor contract dated June 2014.
7. Compensation. In return for a nurse's commitment to work in a Renew School with the terms, conditions, expectations,

extended time, and flexibility specified above and in Election to Work Agreement, nurses shall receive additional annual compensation of \$3,000 stipend.

- b. Nurses who are either involuntarily transferred or elect to return to traditional NPS schools would lose the stipend.


All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to the remaining schools within NPS.

For The Newark Public Schools



Cami Anderson
Superintendent
Newark State-Operated School District

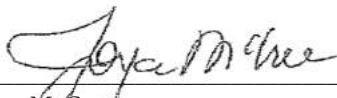
Date: 6/17/14



Laurette Asante, Esq.
Director
Labor & Employee Relations

Date: 6/17/14

For The Newark Teachers Association



Joyce McCree
President
Newark Public School Nurses
Newark Teachers Association

Date: 6/13/2014



Ed Stevens
NJEA UniServ Rep

Date: 6/13/2014

**Exhibit B: Turnaround High School Waiver – Template E
With Additional Instructional Minutes**

Memorandum of Agreement
Between
The Newark Public Schools
And
NEWARK PUBLIC SCHOOL NURSES
(Represented by the Newark Teacher’s Association)

This Memorandum of Agreement (“MOA”) is made and entered into by and between the State–operated School District of the City of Newark a/k/a Newark Public Schools (“NPS” or “the District”) and the Newark Teachers Association (“NTA”). The parties agree to the terms set forth below.

WHEREAS, the Newark Public Schools (NPS), in an effort to expand the portfolio of learning options for Newark’s students, launched Turnaround High Schools in the Newark Public Schools.

WHEREAS, the NPS and the NTA both share a deep commitment to raising student achievement for all children.

WHEREAS, the success of Turnaround High Schools requires modifications to the existing Collective Bargaining Agreement (“CBA”) between NPS and NTA;

NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

1. School Nurses (“Nurses”) can elect to work in a Turnaround High School, but no nurse will be involuntarily assigned to a turnaround school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, nurses will have opportunities to affirmatively 1) choose to apply to a new school vacancy and 2) decide whether or not to accept an offer. The school administrator will select applicants who meet the role requirements and best fit the school’s unique needs and design.

2. Nurses who want to become part of the school staff team must read the full school description to understand the program design, work day, professional development and other expectations and conditions and take these into consideration before applying and choosing to work at this school. These expectations and conditions will be shared with staff and each nurse must commit to these conditions annually by signing an individual Election to Work Agreement.
3. Restrictions on the scheduling of professional development days contained in Article VII, Section 5 shall not apply to Turnaround High Schools. In order to provide job-embedded professional development that is differentiated based on individual nurse needs, limits on months and number of professional days shall not apply but shall be set forth in the Election to Work Agreement.
4. The in-school work day for nurses shall commence no earlier than 7:30AM. The specific starting times for each of the new schools shall be set no later than June 15th of the preceding school year and shall remain in effect for the entire school year (except in the case of an emergency). Starting time may vary by day of the week for each nurse; however, it shall be consistent for the school year except for prescheduled events such as Professional Development. The conditions described in Article VII of the CBA shall not apply. The conditions described in the subsection of the CBA shall be set forth in the Election to Work Agreement.
5. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article VII, Section 4 of the CBA shall not apply. In addition, nurses will be required to attend meetings scheduled by the Director of Nursing. Meetings scheduled by the Director or Nursing shall be in place of the faculty meeting that week.
6. Turnaround High Schools are eligible for additional CBA Waivers and other as specified in the NTA/NPS MOA for a successor contract dated June 2014.
7. Compensation. Beginning with the 2014-15 school year, in return for a nurse's commitment to work in the **Turnaround**

High School with the terms, conditions, expectations, extended time, and flexibility specified above and in Election to Work Agreement, nurses shall receive additional annual compensation of \$4,500.00 annual stipend for an 8 hour workday and \$3,500 annual stipend for a 7 hour and 30 minutes workday. Attached hereto are copies of the Election to Work Agreement.

- c. Nurses who are either involuntarily transferred or elect to return to traditional NPS schools would lose the stipend.

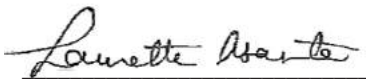
All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to the remaining schools within NPS.

For The Newark Public Schools



Cami Anderson
Superintendent
Newark State-Operated School District

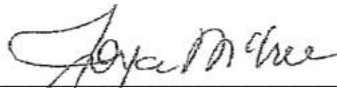
Date: 6/17/14



Laurette Asante, Esq.
Director
Labor & Employee Relations

Date: 6/17/14

For The Newark Teachers Association



Joyce McCree
President
Newark Public School Nurses
Newark Teachers Association

Date: 6/13/2014



Ed Stevens
NJEA UniServ Rep

Date: 6/13/2014

Exhibit C: Election to Work Agreement Turnaround High School

In conjunction with the Memorandum of Agreement signed between the Newark Public Schools and Newark Teachers Association, the following is a description of expectations for nurses who elect to work at Turnaround High Schools beginning with the 2014-15 school year. It should be noted, that the specific conditions described below may change.

Description of Turnaround High Schools

Turnaround High Schools are characterized by:

- Mission-driven management where all staff are expected to exemplify the mission, vision, and core values of each Turnaround High School.
- Additional social-emotional support and partnerships with Community Based Organizations and school staff.
- An explicit effort to close the gap between schools and families.

Length of School Day/School Year

- The total workday shall be 8 hours long.
- Each nurse is expected to work 8 Saturday PD sessions throughout the school year, each session will be 6 hours long.
- Nurses will be required to attend school planning and curriculum development sessions for 2 weeks every summer, each session will be 7 hours long.
- Site-specific professional development will occur during the five NPS professional development days throughout the year.
- There will be up to four staff retreats throughout the school year.

Faculty Meetings

- Nurses are expected to attend faculty meeting with the certified staff except during weeks when the Director of Nursing schedules a staff meeting. Meetings scheduled by the Director of Nursing shall be in place of the faculty meeting that week.

Organization Periods

- The three organizational periods shall not be less than 30 consecutive minutes.

Nurse Schedules

- Embrace and develop best practices, and pedagogy health services to facilitate professional growth and collaboration.
- Collaborate and meet with CBOs and partners to ensure students are supported in their social-emotional as well as academic growth.
- Utilize online system (DPnet and PowerSchool) to plan and for support of grade students.
- Ability and availability to coordinate special programs.

Additional Duties

- All faculty members may be expected to serve as an advisor for a group of students.

Compensation

NTA salary guide plus an annual stipend of \$4,500.

Other

The undersigned has elected to work under the terms and conditions set forth herein and upon request will be granted a transfer at the end of a school year. Upon transfer to a regular (traditional/conventional) school, the stipend above will no longer be paid and the nurse's compensation shall be what is paid at the regular (traditional/conventional) school.

The undersigned agrees and acknowledges that the tenured nurse reduction in compensation portion of the statute, NJSA 18A:28-5, does not apply in the event of a transfer (voluntarily or involuntarily) out of the Turnaround High School to a conventional school in the district. The undersigned acknowledges that the additional stipend associated with the Turnaround High School is based on auxiliary duties of advisor and additional work time.

Nurses should expect year-to-year or even intra-year, flexibility in aspects of their duties and program not covered by the agreement, including but not limited to timing/scheduling of faculty meetings to respond to school conditions, and/or scheduling and manner of professional and staff development. However, any changes will be within the nurse day.

Employee Signature

By signing this election to Work agreement I agree to abide by the terms and conditions set forth herein. I recognize that this school will operate outside of some terms of the Collective Bargaining Agreement between the Newark Public Schools and the Newark Teachers Association.

My signature indicates that I have read all of the terms and conditions set forth in the Election to Work Agreement and agree to work at a Turn-around High School.

Print Name

Employee Signature

Date

Exhibit C: Election to Work Agreement Turnaround High School

In conjunction with the Memorandum of Agreement signed between the Newark Public Schools and Newark Teachers Association, the following is a description of expectations for nurses who elect to work at Turnaround High Schools beginning with the 2014-15 school year. It should be noted, that the specific conditions described below may change.

Description of Turnaround High Schools

Turnaround High Schools are characterized by:

- Mission-driven management where all staff are expected to exemplify the mission, vision, and core values of each Turnaround High School.
- Additional social-emotional support and partnerships with Community Based Organizations and school staff.
- An explicit effort to close the gap between schools and families.

Length of School Day/School Year

- The total workday shall be 7 hours and 30 minutes.
- Each nurse is expected to work 8 Saturday PD sessions throughout the school year, each session will be 6 hours long.
- Nurses will be required to attend school planning and curriculum development sessions for 2 weeks every summer, each session will be 7 hours long.
- Site-specific professional development will occur during the five NPS professional development days throughout the year.
- There will be up to four staff retreats throughout the school year.

Faculty Meetings

- Nurses are expected to attend faculty meeting with the certified staff except during weeks when the Director of Nursing schedules a staff meeting. Meetings scheduled by the Director of Nursing shall be in place of the faculty meeting that week.

Organization Period

- The three organizational periods shall not be less than 30 consecutive minutes.

Nurse Schedules

- Embrace and develop best practices, and pedagogy health services to facilitate professional growth and collaboration.
- Collaborate and meet with CBOs and partners to ensure students are supported in their social-emotional as well as academic growth.
- Utilize online system (DPnet and PowerSchool) to plan and for support of grade students.
- Ability and availability to coordinate special programs.

Additional Duties

- All faculty members may be expected to serve as an advisor for a group of students and assist with an extra-curricular student activity.

Compensation

NTA salary guide plus an annual stipend of **\$3,500.00**.

Other:

The undersigned has elected to work under the terms and conditions set forth herein and upon request will be granted a transfer at the end of a school year. Upon transfer to a regular (traditional/conventional) school, the stipend above will no longer be paid and the nurse's compensation shall be what is paid at the regular (traditional/conventional) school.

The undersigned agrees and acknowledges that the tenured nurse reduction in compensation portion of the statute, NJSA 18A:28-5, does not apply in the event of a transfer (voluntarily or involuntarily) out of the Turnaround High School to a conventional school in the district. The undersigned acknowledges that the additional stipend associated with the Turnaround High School is based on auxiliary duties of advisor and additional work time.

Nurses should expect year-to-year or even intra-year, flexibility in aspects of their duties and program not covered by the agreement, including but not limited to timing/scheduling of faculty meetings to respond to school conditions, and/or scheduling and manner of professional and staff development. However, any changes will be within the nurse day.

Employee Signature

By signing this election to Work agreement I agree to abide by the terms and conditions set forth herein. I recognize that this school will operate outside of some terms of the Collective Bargaining Agreement between the Newark Public Schools and the Newark Teachers Association.

My signature indicates that I have read all of the terms and conditions set forth in the Election to Work Agreement and agree to work at a Turn-around High School.

Print Name

Employee Signature

Date

**Exhibit C: Election to Work Agreement
Renew Schools**

In conjunction with the Memorandum of Agreement signed between the Newark Public Schools and Newark Teachers Association, the following is a description of expectations for nurses who elect to work at Renew Schools. It should be noted, that the specific conditions described below may change.

Description of Renew Schools

Renew Schools are characterized by:

- Mission-driven management where all staff are expected to exemplify the mission, vision, and core values of each Renew School
- Additional social-emotional support and partnerships with Community Based Organizations and school staff
- An explicit effort to close the gap between schools and families Length of School Day/ School Year
- The total work day will be total of 7 hours 30 minutes per day.

- Nurses will be expected to attend school planning and curriculum development sessions for two weeks every summer.
- Site-specific professional development will be developed during the five NPS professional development days throughout the year.
- There will be up to four staff retreats throughout the school year.

Faculty Meetings

Nurses will be expected to participate in no more than one faculty meeting per week to begin no later than 10 minutes after the final bell. In addition, nurses will be required to attend meetings scheduled by the Special Assistant for Nursing or Director of Nursing. Meetings scheduled by the Special Assistant or Director for Nursing shall be in place of the faculty meeting that week.

Organizational Periods

- The three organizational periods shall not be less than 30 consecutive minutes.

Nurse Schedules

- Integrate technology aspects of nursing
- Embrace an “open-door policy” and developing best practice pedagogy and health services to facilitate professional growth and collaboration
- Embrace an “open-door policy” and developing best practice pedagogy to facilitate professional growth and collaboration
- Collaborate and meet with CBOs and partners to ensure students are supported in their social-emotional as well as academic growth
- Utilize online system (DPnet and PowerSchool) to plan, for support of students.
- Ability and availability to coordinate special programs

Additional Duties

- All faculty members may be expected to serve as an advisor for a group of students and assist with an extra-curricular student activity.

Compensation

NTA salary guide plus an annual stipend of \$3,000.

Other:

The undersigned has elected to work under the terms and conditions set forth herein and upon request will be granted a transfer at the end of a school year. Upon transfer to a regular (traditional/conventional) school, the stipend above will no longer be paid and the nurse's compensation shall be what is paid at the regular (traditional/conventional) school.

The undersigned agrees and acknowledges that the tenured teacher reduction in compensation portion of the statute, NJSA 18A:28-5, does not apply in the event of a transfer (voluntarily or involuntarily) out of the Renew School to a conventional school in the district. The undersigned acknowledges that the additional stipend associated with the Renew School is based on auxiliary duties of advisor and additional work time.

Nurses should expect year-to-year or even intra-year, flexibility in aspects of their duties and program not covered by the agreement, including but not limited to timing/scheduling of faculty meetings to respond to school conditions, and/or scheduling and manner of professional and staff development. However, any changes will be within the nurse day.

Employee Signature

By signing this election to Work agreement I agree to abide by the terms and conditions set forth herein. I recognize that this school will operate outside of some terms of the Collective Bargaining Agreement between the Newark Public Schools and the Newark Teachers Association.

My signature indicates that I have read all of the terms and conditions set forth in the Election to Work Agreement and agree to work at a Renew School.

Print Name

Employee Signature

Date