

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**NEWARK PUBLIC SCHOOLS**

**and the**

**NEWARK PUBLIC SCHOOLS' NURSES**

**represented by the**

**NEWARK TEACHERS' ASSOCIATION/NJEA**

**October 6, 2017**

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 All bargaining proposals that are not included herein are withdrawn.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

**A. FINANCIAL COMMITMENT FROM NPS:**

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

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

- B. 2016-17 FY: Effective July 1, 2016, the 2016-17 salary guides referenced within Appendix "A" shall be implemented. All salary increases reflected therein are inclusive of increment. To be eligible for an increase and any earned longevity for this school year, the employee must be a permanent full-time employee in the NTA Bargaining Unit and on the NPS payroll on or after April 26, 2017. This increase adjustment shall be on base and pensionable.
- C. 2017-18 FY: Effective July 1, 2017, the 2017-18 salary guides referenced within Appendix "A" shall be implemented. All salary increases reflected therein are inclusive of increment. To be eligible for an increase, the employee must be a permanent full-time employee in the NTA Bargaining Unit and on the NPS payroll during the 2017-18 school year. This increase adjustment shall be on base and pensionable.
- D. 2018-19 FY: Effective July 1, 2018, the 2018-19 salary guides referenced within Appendix "A" shall be implemented. All salary increases reflected therein are inclusive of increment. To be eligible for an increase, the employee must be a permanent full-time employee in the NTA Bargaining Unit and on the NPS payroll during the 2018-19 school year. This increase adjustment shall be on base and pensionable.

**B. CONTRACT MODIFICATIONS:**

- 1. **Duration:** A four (4) year agreement. This agreement and each of its provisions, unless specifically dated, shall be binding upon the parties as of July 1, 2015 through June 30, 2019 and shall continue to remain in full force and effect until such time as a new agreement is reached.
- 2. **Article I "Purpose"**

**Modify Second Paragraph to read as follows:**

"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."

- 3. **Article V "Compensation"**

**Section 1.A.1. through 5** delete in its entirety.

**Section 1.B.1. at third bullet point,** modify last sentence to delete the struck through language:

"The decision about whether or not these nurses will remain on their step is at the sole discretion of the Superintendent ~~who will consult with the Peer Validator.~~"

**Section 1.B.1. at sixth bullet point,** delete the second sentence, which reads:

“The specific intent of the parties is to create a new compensation system where increments and raises are earned through effective performance.”

**Section 1.C.** Delete in its entirety, which addresses transition to salary guides for expired agreement.

**Section 1.E.C. revise to read as follows:**

“Employees hired after ~~July 1, 2010~~ *May 15, 2017*, will not be eligible for longevity pay.”

**Section 5.E.** – delete in its entirety, which reads “Effective July 1, 2006, Twilight Program Nurses shall receive the same annual stipend, if any, that is received by other teaching staff members.”

**Section 6 “Fringe Benefits”**

**Delete this section and replace with the following language:**

“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 two months from ratification of the contract. Health benefit contributions will be made in accordance with Chapter 78.”

**Add section entitled “Prescription Benefits” with the following language:**

“Effective two months from the ratification of an MOA, 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.”

**Section 7 “Travel Expenses for Early Childhood Nurses”**

**Modify to read as follows:**

*“Effective upon ratification of the contract, 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

**Section 3.A. “New Evaluation System”** modify to read as follows:

“NPS will ~~implement a new~~ *maintain the existing* evaluation system ~~beginning school year that was established during the 2014-15 school year~~ in accordance with the Teacher

Effectiveness and Accountability for the Children of New Jersey Act (“Teach NJ”), N.J.S.A. 18A:6-17 et seq.”

4. **Article VII**

**Section 1.B. “Work Year” at Paragraph 1** modify as follows:

“Effective July 1, ~~2009~~ 2017, there shall be scheduled no more than ~~185~~ 182 pupil days and ~~194~~ 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

~~185~~ 182 Student Days

5 In-service Days

**Section 1.B.2** – modify to read as follows:

“If any additional workdays are required beyond the ~~194-188~~ days specified...”

**Section 1.D. “Work Days Prior to Opening Day”**

Replace the existing language with the following language:

*“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.”*

**Section 2.A. “Work Day”** revise to read as follows:

“Schools shall start no earlier than 7:30 a.m. and end no later than 4:30 p.m., *and operate for the length of the continuous instructional day, six (6) hours and forty (40) minutes, except as may be provided for a in a voluntary election to work agreement (See Appendix E).* No changes to the school schedule shall occur during the school year unless an emergency situation arises.”

**Section 2.C.1. "Work Day"** modify the second sentence to read as follows:

"Nurses who are scheduled to report for duty one (1) period early ~~or one period late~~ shall be permitted to depart one (1) period early. Those scheduled to sign out one period late shall report one (1) period late."

**Section 2.D.2** revise to read as follows:

"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."

**Section 5.B.2.** – modify to read as follows:

"The School Nurse must ~~sign in and out, utilizing the attendance book kept in the main office of each school~~ follow the District's procedures for signing in and out as determined by their department."

5. **Article VIII**

**Section 1.A.1.** modify to read as follows:

"Nurses shall be granted ~~fifteen (15)~~ twelve (12) sick leave days per school year. Unused sick leave shall be accumulated without limit."

**Section 1.C.** modify to read as follows:

"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 of the five 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."*

**Section 1.F.** Delete in its entirety, which reads: "Any nurse who is not present in school due to an approved absence other than illness may pick up their pay check at their assigned location."

**Section 1.G., Paragraph 2 “Exceptions”** modify the last sentence to read as follows:

“The medical certificate must be submitted to the ~~Department of Health Services~~ *Office of Employee Services* within three (3) working days of the date the employee returns to work.”

**Section 2 - Maternity Leave**

**Modify to read as follows:**

- A. Upon certification by a competent physician and application by a Nurse, the Newark Public Schools shall grant a leave for maternity and child care leave 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. ~~Leave shall be extended for a period of one (1) year by the Newark Public Schools, for child care, if requested by the nurse.~~
- D. Nurses 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.
- E. Seniority rights shall be maintained during the period of such absence.”

**Section 4.A.1.** Modify to read as follows:

“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, provided that the employee submits proof of the funeral date and travel itinerary, where applicable to the supervisor. In the event that the nurse is not using the days immediately following the death, s/he will notify their Supervisor that the days will be used at a later time. Immediate family is 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.”*

**Section 4.A.2.** Delete in its entirety, which reads “In the case of death of any other relative residing in the employee’s household, the Newark Public Schools will require proof of residency.”

**Section 4.B.** change “Office of Labor Relations” to “Office of Labor and Employee Relations”

Section 4.C. Modify to read: "Quarantine *as defined by the City of Newark Department of Health.*"

Section 7.E. Delete reference to the "Assistant State District Superintendent, Office of Newark Public School Affairs" and replace with "Newark Public Schools, Benefits Office."

Section 8. Replace reference to "sub-finder" with "AESOP."

Section 9. Delete in its entirety, which addresses conversion of sick and personal days.

Section 10.D. Modify to read as follows:

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

6. **Article X**

"PROCEDURE" at "STEP 2" at number 2 modify to read as follows:

"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 circumstances giving rise to the grievance."

"PROCEDURE" at "STEP 3" & "STEP 4" delete all references to the "State District Superintendent" and replace with the "Office of Labor and Employee Relations."

7. **Article XII**

Section 1.C.3. Delete this provision in its entirety, which reads "All monies not utilized each year shall be cumulative in the fund."

Section 1.C.5. Modify last sentence as follows:

"*Relevant New Jersey statute(s) State and the District's* travel policy must be adhered to."

**Section 2 – Tuition Reimbursement Program**

Revise to read as follows:

"Effective ~~September 1, 2004~~ upon ratification of the contract, the NPS agrees to reimburse the cost of tuition not to exceed \$~~250~~ \$350 per credit for courses receiving prior approval from the ~~Office of Staff Development Business Administrator's Office~~. ~~Employees may be reimbursed for up to three (3) credits per year.~~ Effective ~~September 1, 2005~~ upon ratification of the contract, the number of credits eligible for reimbursement shall be ~~six (6)~~ twelve (12) credits per employee per year. Effective September 1, 2007, the NPS' total cost for tuition reimbursement shall not exceed \$26,500 per year."

**Section 2.A.3. & 2.E.** Delete reference to “Office of Staff Development” and replace with the “School Business Administrator’s Office.”

**Section 2.F.** Add the following sentence to the end of the paragraph:

*“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.”*

8. **Article XIV**

Delete all references to the “Division of Human Resource Services” and replace with the “Talent Office”

**Section 2.** Delete reference to the “Personnel Director” and replace with “Chief Talent Officer.”

**Section 2.** Delete the last two sentences and replace with the following language:

~~*“On or about June 1, of every year and at such other times as are practicable, the Division of Human Resource Services shall prepare tentative list of anticipated vacancies for the following academic year in the various schools. Such lists shall be posted on the bulletin board made available for the use of N.T.A. in each school.”*~~

*“When the District seeks to fill a vacancy, the job description for such vacancy shall be posted on the District’s website.”*

9. **Article XVI**

**Section 3 “Child Study Team”** revise to read as follows:

“Nurses shall be included on child study teams in all cases involving school medical records and history. ~~and Nurses~~ shall be...”

10. **Article XVI, Section 4**

**Revise to read as follows:**

“The Newark Public Schools and the Association agree to continue the nurses' discretionary fund. An amount of *ninety dollars* (\$90) per nurse shall be made available by the Newark Public Schools in each school 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 payment will be made after June, each year.”



**Section 9.A.** modify as follows:

“Travel reimbursement shall be at the rate established by the ~~IRS-NJ OMB.~~”

11. **Article XVI**

**Add a Section 12 to read as follows:**

“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.”

12. **Article XX**

**Delete and replace with the following:**

“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.”

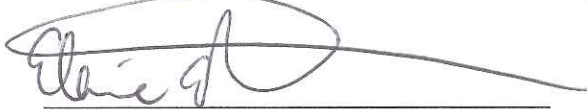
NEWARK TEACHERS' ASSOCIATION  
NJEA



Edward Stevens  
NJEA UniServ Representative



Evelyn Ayum  
President of NTA




Elaine Elliott  
President of NPS Nurses Association



Joyce McCree  
Treasurer



Robin McBride  
School Nurse



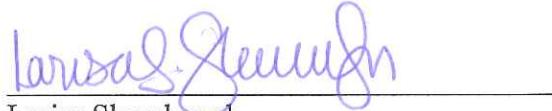
Lillian Mentalvo  
School Nurse

Date: 10/10/2017

NEWARK PUBLIC SCHOOLS



Christopher D. Cerf  
State District Superintendent



Larisa Shambaugh  
Chief Talent Officer



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Date: October 10, 2017