

**MEMORANDUM OF AGREEMENT BETWEEN  
THE NEWARK STATE OPERATED SCHOOL DISTRICT  
AND  
NEWARK TEACHERS UNION**

**October 18, 2012**

The State-Operated School District of Newark (hereinafter "District" or "NPS") and the Newark Teachers Union (hereinafter "NTU") agree to the following terms and conditions for a new Collective Bargaining Agreement subject to ratification by the NTU membership and subject to approval by the Superintendent and the New Jersey Commissioner of Education. This agreement is in effect until June 30, 2015. All provisions contained in the July 1, 2009 to June 30, 2010 Collective Bargaining Agreement not referenced or modified herein will be included in the successor agreement. All proposals not referenced in this MOA shall be considered withdrawn. The parties agree to recommend the following terms for ratification and approval. This MOA is also subject to approval by the New Jersey Commissioner of Education and if not approved, shall be null and void.

**I. TEACHER COACHING AND EVALUATION:** NTU and NPS are committed to students mastering common core learning standards and to an evaluation system that coaches, supports, and holds teachers accountable for progress on this long-term goal.

**A. New Evaluation System**

1. NPS will implement a new evaluation system beginning SY 2012-2013.
2. 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., teachers will receive an annual summative evaluation rating that designates them as highly effective, effective, partially effective, or ineffective.

**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 NTU and NPS representatives (no more than 5 representatives each). The committee will meet monthly during the first year and quarterly in future years with dates to be determined and notice given in advance to committee members.
3. Committee will be apprised where specific schools have particularly high or low ratings as compared to other schools in NPS. For example, if an inordinate number of teachers are evaluated as ineffective or partially effective and/or if other systemic issues are discovered, the committee will review such matters. Peer Validators will be deployed to review such instances and report back to the committee.
4. The Peer Oversight Committee shall provide recommendations on:
  - o The qualifications and selection process for Peer Validators

- A process for analyzing the quality of the Peer Validators and making recommendations for improvement.
- 5. The Superintendent will consult with the NTU President on candidates for Peer Validators. The Superintendent will retain ultimate authority over the selection criteria, selection process, and management of the Peer Validators.
- 6. At the end of the school year – or during the school year in extreme cases –, the committee will make specific recommendations to the Superintendent about how to adjust the system (if necessary) with the expectation of resolution.
- 7. The Superintendent shall not unreasonably withhold approval of recommendations of the majority of the committee.
- 8. The Committee and the Superintendent will publish an annual report summarizing the implementation progress and adjustments to the system.

C. School Improvement Panel and Peer Validators

1. NPS and NTU acknowledge that the TEACHNJ Act defines the School Improvement Panel ("SIP") in N.J.S.A. 18A:6-120 as follows:
  - "The School Improvement Panel ("SIP) shall include the principal, or his designee, who is serving in a supervisory capacity, an assistant or vice principal, and a teacher. The principal's designee shall be an individual employed in the district in a supervisory role and capacity who possesses a school administrator certificate, principal certificate, or supervisor certificate. The teacher shall be a person with a demonstrated record of success in the classroom who shall be selected in consultation with the majority representative. An individual teacher shall not serve more than three consecutive years on any one school improvement panel. In the event that an assistant or vice principal is not available to serve on the panel, the principal shall appoint an additional member to the panel, who is employed in the district in a supervisory role and capacity and who possesses a school administrator certificate, principal certificate or supervisor certificate.
  - The panel shall oversee the mentoring of teachers and conduct evaluations of teachers, including an annual summative evaluation, provided that the teacher on the SIP shall not be included in the evaluation process, except in those instances in which the majority representative has agreed to the contrary. The panel shall also identify professional development opportunities for instructional staff members that are tailored to meet the unique needs of the students and staff of the school.
  - The panel shall conduct a mid-year evaluation of any employee in the position of teacher who is evaluated as ineffective or partially effective in his most recent annual summative evaluation, provided that the teacher on the school improvement panel shall not be included in the mid-year evaluation process, except in those instances in which the majority representative has agreed to the contrary.
  - Information related to the evaluation of a particular employee shall be maintained by the school district, shall be confidential, and shall not be accessible to the public pursuant to P.L. 1963, c.73 (C.47:1A-1 et seq.), as amended and supplemented."
2. School Improvement Panels can request Peer Validators to assist them. Peer Validators shall be current teachers, former teachers or administrators from NPS or other systems, academics and/or other outside experts who provide additional evaluations and work

intensely with new teachers and tenured teachers in danger of receiving an ineffective rating. In addition to providing an independent peer review, the Peer Validators suggest areas and techniques for improving the teacher's practice.

D. The principal and his/her administrative team – with support from the Superintendent's team – are ultimately and solely responsible for the decisions, content and quality of teacher evaluations. Nothing described in Section I.A, I.B, or I.C of this MOA shall be interpreted as challenging this premise. Nothing in Section I.A, I.B, or I.C of this MOA shall be grievable with the exception of sub-sections B1, B2, B3, B4, and B8.

E. Miscellaneous

1. Videotaping lessons is permitted for the purposes of coaching and support and shall not be used for any evaluative or disciplinary purposes. Teachers may opt out of any videotaping at any time without consequences.

**II. COMPENSATION AND BENEFITS:** NTU and NPS believe teachers should be compensated based on their performance as well as their years of service.

**Financial Commitments from NPS:** Subject to agreement on the other material terms contained herein, financial commitment from NPS to fund the following items:

- A. One-time payments upon contract ratification totaling up to \$31 million with amount per employee to be agreed upon by the parties. Any employee with a Withholding of Increment (WHI) or tenure charge will be entitled to retroactive pay minus the full amount withheld for the respective year(s) as consistent with past practice, unless overturned in a proceeding under NJ Article 18. No payment shall be considered precedent for future contracts. See Exhibit A (“retroactive pay”).
- B. Transition stipends for all existing BAs and existing MAs and PhDs who choose to move to the new salary scale, amount per employee to be agreed upon by the parties. See Exhibit B (“transition stipends for those moving to the new salary scale”).
- C. Annual stipends for existing MAs and PhDs who choose to remain on the existing salary scale, amount per employee to be agreed upon by the parties. See Exhibit C (“annual stipends for those who remain on MA, PhD, CST, or Other NTU salary scales”).
- D. For Rewards (detailed below), allocation of up to \$20 million.

**Contract Modifications:**

A. Base Salary and Performance:

1. Establish a new universal salary scale for all teachers. See Exhibit D (the “new universal salary scale”). All new hires and current teachers on the BA scale shall be compensated according to this new salary scale beginning with the 2012-2013 school year.
2. Current teachers on the MA and PhD scales may choose to remain on the former scale or move to the new scale through a salary scale selection form.
  - o The choice shall be made within one month of ratification through a process to be issued in writing by NPS after consultation with the NTU.
  - o For current teachers who choose to remain on the MA and PhD scales, the existing MA and PhD guides will be replaced with revised guides and annual stipends and said employees will remain on this scale for their entire career with the District. See

Exhibit C (“annual stipends for those who remain on existing salary scales”).

3. Upon verification of degree, teachers who received an MA, PhD, or the equivalent and provide verification of this to the reasonable satisfaction of NPS, and submit an application for salary degree advancement to Human Resource Services, by October 1, 2012 will move to the appropriate salary guide (MA or PhD). They will then have the option to remain on that guide or move to the universal scale.
4. NPS shall implement a new educator evaluation system with four summative rating categories beginning in school year 2012-2013. (For additional details see “Teacher Coaching and Evaluation.”) There shall be movement on the steps and remuneration on the scale only by effective professional performance and valued experience.
  - Only educators who receive effective or highly effective annual summative evaluation ratings will be entitled to move up one step on the salary scale.
  - Educators who receive an ineffective annual summative evaluation rating will stay on their current salary step. These educators may request a Peer Validator.
  - Educators who receive a partially effective annual summative evaluation rating may remain on their current salary step. The decision about whether or not these educators will remain on their step is at the sole discretion of the Superintendent who will consult with Peer Validators (see Section X of the MOA).
  - Educators who receive a partially effective annual summative evaluation rating 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% of the difference between their new step and their old step as an incentive for improvement.
  - The specific intent of the parties is to create a new compensation system where increments and raises are earned through effective performance. The parties agree to utilize peer validators and the peer oversight committee to consult with the Superintendent and make recommendations on disputes concerning the new compensation system to avoid expenditures of public funds. The final decision rests with the Superintendent. The process set forth in this section shall be the full process and is binding.

B. Rewards and Performance:

1. For the duration of this contract, educators who are evaluated on the new evaluation framework and who are being compensated on the universal salary scale are eligible for one-time annual bonuses that are not part of base salary and are not pensionable.
2. Rewards are as follows:
  - a. Highly effective rating on annual summative evaluation – up to \$5,000
  - b. Employment in the lowest (25%) performing schools and highly effective rating on annual summative evaluation – up to \$5,000
  - c. Employment in hard-to-staff subjects and highly effective rating on annual summative evaluation – up to \$2,500
  - d. Completion of a district-approved program (e.g., a Master’s degree or other program) aligned to district priorities and Common Core State Standards – up to \$20,000.
    - \$10,000 shall be received upon completion of the approved program and \$10,000 shall be received upon completing 3 additional years of service to Newark Public Schools.

Delete equivalency credits section which allows equivalency credits for union classes to enable advancement on the salary schedule. Article XIV, Sec. 1(G).  
A consultative committee composed of representatives from NPS, NTU, CASA, higher education, and NJDOE will make recommendations on program criteria to the Superintendent. The number of members from the District will equal the total number of members from NTU and CASA.

3. Rewards are cumulative. Example: A teacher who receives a highly effective evaluation rating, works in one of the 25% lowest performing schools, and serves in a hard-to-staff subject area could receive an annual bonus of up to \$12,500 on top of his/her annual salary.
4. In the unlikely event that philanthropic funds are not available for section IIB during the term of this agreement, NPS and NTU will negotiate to adjust Sections IIB.2a, IIB.2b, and IIB.2c as necessary.

C. Retirement Notification:

1. Improve incentives/rewards for earlier notice of retirement and increase penalties/consequences for late notice. *Article X, Sec. 7.*
2. For notification of retirement effective July 1:
  - An educator 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.
  - An educator who provides notice prior to February 15 shall be paid a premium of 5% over the amount for which s/he would be entitled if s/he provided notice of at least 90 days.
  - An educator who provides notice prior to December 1 of the school year in which s/he will retire will receive a maximum premium of 10%.
3. For notification of retirement effective any date (July 1 or otherwise) – In the event an educator does not provide notice within the 90-day required deadline, the following deductions will be made:
  - A deduction of 5% will be made for notice between 60-89 days in advance of the effective retirement date.
  - A deduction of 10% will be made for notice between 30-59 days in advance of the effective retirement date.
  - A deduction of 75% will be made for failing to provide at least 30 days notice in advance of the effective retirement date.
4. 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.

D. Leaves:

1. Sick Leave

- Delete provision that provides for an additional ten (10) days after 25 years of service. *Article X, Sec. 1 (B)*.
  - A donated sick bank shall be established in accordance with Title 18, A:30-11 and District policy.
2. Personal Days
    - Where possible, teachers must notify Principal of personal days at least 48 hours prior to said use. *Article X, Sec. 1 (F)*
    - Eliminate provision that permits the conversion of personal days to a cash value and allow conversion of sick days allotted for that year to a cash value only for teachers using 4 or fewer sick days in any year. *Article X, Sec. 1 (J)*.
  3. Modify all federal leaves to be consistent with federal and state law; see Exhibit E for language to update *Article X, 3, 6, and 8*.
  4. The District and the NTU will establish a committee to make recommendations about the district AIP policy with the goal of improving teacher attendance.

#### E. Health Benefits

1. The following provision shall be effective January 1, 2013.
2. An eligible employee who meets the requirements in accordance with state law and in this Section may elect to waive his/her medical insurance coverage and receive cash compensation up to whichever is less of a) \$5,000 or b) twenty-five percent (25%) of the amount saved by the District because of the employee's waiver of coverage held by the employee immediately prior to the election (such amount to be determined by the District). Opt out by employees shall be done during the open enrollment period (October 1 to November 9) with the change taking effect January 1.
3. If the eligible employee electing to waive coverage is a new employee to the District, the employee shall receive cash compensation up to whichever is less of a) \$5,000 or b) twenty-five percent (25%) of the amount saved by the District's for the least expensive plan coverage to which the employee would have been entitled if the employee had not made the election.
4. Payment shall be made to the employee on a bi-annual basis. The cash compensation shall be subject to all applicable deductions and taxes.
5. An eligible employee may only elect to waive his/her medical insurance coverage if the employee provides written proof of alternate coverage. Eligibility shall also be subject to the NJ State rules and regulations. This alternate coverage may not be a state or federally sponsored coverage such as Medicare. The State plan does not allow a waiver to an individual who waives if they are enrolled in the State plan. Coverage may be resumed if the spouse's or partner's dependent coverage is no longer in effect. The decision of an employer to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.
6. If an employee chooses to opt out of the District plan and wishes to voluntarily waive medical benefits, they must complete a waiver form to be prescribed by the district and follow the process established by the district. Process and timelines for reinstatement of coverage shall be established and delineated by the district's Benefits Office.
7. An employee who wishes to resume coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. The employee may re-enroll in any District health plan.

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F. Miscellaneous

1. No teacher shall engage in Union activities during the time he/she is assigned to teaching or other duties, provided that teachers shall be permitted to engage in Union activities as specifically provided for in CBA, *Article IV, Section 11*.
2. Eliminate "super seniority" for those serving the Union. *Article IV, Sec. 14*.
3. Delete the following conflicting language in the CBA in Article V, Section 3D.3, which states: "The "in-school work day for teachers in the junior and senior high schools shall be six (6) hours and thirty (30) minutes."
4. Delete Article V, Section 2, paragraph B.5 which states the following: "Spring Break will be included in the school calendar, and will not be reduced to cover snow days during the 2009-2010 school year only."

**III. MISSION-DRIVEN HIRING AND EFFICIENCY:** Hiring should be efficient for teachers and administrators.

A. Posting vacancies

1. Delete existing language that requires the District to post vacancies by June 1st and replace with "All vacancies shall be posted on a rolling basis as soon as practical after they are identified but no later than June 1st, except in the case of emergencies."
2. Reduce time for notices to be posted from 20 to 10 calendar days with mutual understanding that NPS will notify NTU of such postings. *Article XI, Sec. A(3)*.
3. Post vacancies online instead of requiring regular notification of building representative. *Article XI Sec. A(2)*.

B. Miscellaneous

1. Delete provision that requires that District list all promotional positions with mutual understanding that the title will make clear that the position is a promotion. *Article XI, Sec. A(1)*.
2. NTU and NPS shall establish a committee to monitor grievances (at the school level and the district level) to ensure issues are resolved and grievances are limited to the provisions set forth in the CBA.

**IV. SCHOOL EMPOWERMENT:** Decisions made closest to the school are often the most effective as they respond to the unique needs and strengths of the staff and community.

A. School Day

1. Schools shall start no earlier than 7:30, end no later than 4:30 pm, and operate for the existing length of the continuous instructional day as indicated in the CBA, *Article V*. Any change in the school schedule requires at least thirty-day notice to the school's staff and families before the school year begins.
2. No changes to the school schedule shall occur during the school year unless an emergency situation arises.

B. Months for In-Service Days

1. Modify contract to say schools may conduct in-service days in any month, but not the day before 1) Thanksgiving, 2) winter break, and 3) spring break.



C. Site-Based Decision-Making and Waivers

1. Schools may seek waivers from provisions of the collective bargaining agreement.
2. No waiver request may be sought from salary guides, fringe benefits, holidays, grievance procedures, transfer provisions, and seniority provisions.
3. 25% of the staff may raise an issue that requires a waiver from the CBA.
4. The affected, permanently assigned staff may vote by secret ballot to seek a waiver from the CBA.
5. If 50% plus one of the affected, permanently assigned staff who vote choose to waive provision(s) of the CBA, the waiver will go to the building principal, Superintendent, and NTU President for review.
6. Waivers require the approval of the building principal, the Superintendent, and the NTU President.
7. Approval shall not be unreasonably withheld and an explanation of denial is required in writing within ten (10) calendar days. In the event either party feels a waiver has been unreasonably withheld, the District and NTU will work to resolve it directly.

**V. FLEXIBILITY FOR TURNAROUND SCHOOLS:** Schools in need of dramatic improvement need increased flexibility to achieve results.

A. Flexibilities

1. Schools identified as Turnaround Schools shall receive waivers from certain provisions of the CBA. No waiver request may be sought from salary guides, fringe benefits, holidays, grievance procedures, transfer provisions, and seniority provisions.
2. For each school, NPS will choose among the following waiver templates:
  - A – High School without additional instructional minutes
  - B – High Schools with additional instructional minutes
  - C – Elementary School without additional instructional minutes or
  - D – Elementary Schools with additional instructional minutes
  - These templates have been selected because they currently exist as successful examples in NPS. See Exhibit F (“Turnaround School Waivers”).
3. Waivers that seek to amend Waiver A, B, C, and D are subject to approval by the Superintendent and the NTU President. Approval shall not be unreasonably withheld and an explanation of denial is required in writing. In the event either party feels a waiver has been unreasonably withheld, the District and NTU will work to resolve it.
4. In high schools with a student population of 925 or more, the average daily teaching load for each teacher shall not exceed the average daily teaching load in NPS conventional high schools.

B. Election to Work Agreements

1. Election to Work Agreements to be disseminated by NPS after consultation with NTU will further specify expectations and requirements at each school but will be consistent with the waiver template chosen.
2. Staff may choose to sign the Election to Work Agreements or apply for other vacancies within NPS.

C. Designation

1. In designating Turnaround Schools, NPS considers a variety of data points including but not limited to the following: enrollment patterns over time, proficiency over time, and growth over time.
2. NPS will consult with the NTU on the number of schools it designates as Turnaround Schools. NPS will designate a maximum of ten (10) schools as Turnaround Schools each year for the duration of this contract.

**VI. TERM OF CONTRACT:** This Agreement shall be effective from July 1, 2010 to June 30, 2015.

Attachments

Exhibit A: Retroactive Pay

Exhibit B: Transition Stipends for those Moving to the New Salary Scale

Exhibit C: Annual Stipends for those who Remain on MA, PhD, CST, or Other NTU Salary Scales


Exhibit D: New Universal Salary Scale

Exhibit E: Modifications to Match Federal Leaves Language

Exhibit F: Turnaround School Waivers: A, B, C, and D

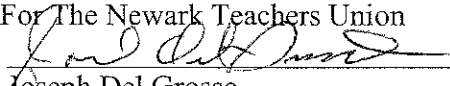
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For The Newark State-Operated School District

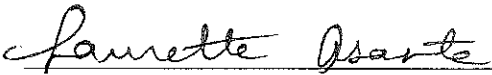
  
Cami Anderson  
Superintendent  
Newark State-Operated School District

Date:

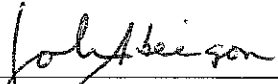
For The Newark Teachers Union

  
Joseph Del Grosso  
President  
Newark Teachers Union-Local 481

Date:

  
Laurette Asante, Esq.  
Director  
Labor & Employee Relations

Date: 10/18/2012

  
John Abeigon  
Director of Organization  
Newark Teachers Union-Local 481

Date: 11/19/2012

**Exhibit A: Retroactive Pay**

<b>Retroactive Payment Values, by Step and Lane</b>						
<b>Current Step</b>	<b>BA's</b>	<b>MAs</b>	<b>PhDs</b>	<b>CSTs</b>	<b>Other NTU<sup>1</sup></b>	
1	\$3,500	\$3,500	\$5,250	\$5,250	\$5,250	\$1,000
2	\$3,500	\$3,500	\$5,250	\$5,250	\$5,250	\$1,500
3	\$3,500	\$3,500	\$5,250	\$5,250	\$5,250	\$2,000
4	\$3,500	\$5,250	\$5,250	\$5,250	\$5,250	
5	\$3,500	\$5,250	\$5,250	\$5,250	\$5,250	
6	\$5,250	\$5,250	\$7,500	\$7,500	\$7,500	
7	\$5,250	\$5,250	\$9,000	\$9,000	\$9,000	
8	\$5,250	\$9,000	\$9,000	\$9,000	\$9,000	
9	\$9,000	\$9,000	\$10,500	\$10,500	\$10,500	
10	\$10,500	\$12,000	\$12,000	\$12,000	\$12,000	
11	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	
12	\$12,000	\$12,000	\$12,000	\$12,000	\$9,000	
13	\$12,000	\$12,000	\$12,000	\$12,000		
14	\$9,000	\$9,000	\$9,000			

**Note:**

<sup>1</sup>Other NTU is divided into three groups: Step 1 represents those members who are not on the highest step of anyone in their job category. Step 2 represents those on highest step of anyone in their job category. Step 3 includes court representatives and parent community involvement specialists.

**Exhibit B: Transition Stipends for those Moving to the New Universal Salary Scale**

Current Step	Transition Stipend Values, by Step and Lane					Other	
	BA	MAs	PhDs	CST	NTU		
1	\$500	\$500	\$5,500	\$0	\$0	\$0	\$0
2	\$500	\$500	\$5,500	\$0	\$0	\$0	\$0
3	\$500	\$500	\$5,500	\$0	\$0	\$0	\$0
4	\$500	\$500	\$5,500	\$0	\$0	\$0	\$0
5	\$500	\$500	\$5,500	\$0	\$0	\$0	\$0
6	\$500	\$500	\$5,500	\$0	\$0	\$0	\$0
7	\$500	\$500	\$5,500	\$0	\$0	\$0	\$0
8	\$500	\$500	\$5,500	\$0	\$0	\$0	\$0
9	\$500	\$500	\$5,500	\$0	\$0	\$0	\$0
10	\$2,500	\$4,500	\$5,500	\$0	\$0	\$0	\$0
11	\$4,500	\$6,500	\$5,500	\$0	\$0	\$0	\$0
12	\$6,500	\$10,500	\$5,500	\$0	\$0	\$0	\$0
13	\$500	\$10,500	\$5,500	\$0	\$0	\$0	\$0
14	\$500	\$500	\$5,500	\$0	\$0	\$0	\$0

**Exhibit C: Annual Stipends for those who Remain on MA, PhD, CST, or Other NTU Salary Scales**

Teachers With Master's Degrees Who Remain on MA Salary Scale

Current Step	FY13				FY14				FY15			
	Step Salary	Step Change	Step Change plus Stipend	Step Change Plus Stipend/FY12 Salary	Step Salary	Step Change	Step Change plus Stipend	Step Change Plus Stipend/FY13 Salary	Step Salary	Step Change	Step Change plus Stipend	Step Change Plus Stipend/FY14 Salary
1	\$51,000											
2	\$52,273	\$1,273	\$300	3.08%	\$52,788	\$515	\$600	2.13%	\$53,303	\$515	\$900	2.68%
3	\$52,788	\$515	\$300	1.56%	\$53,303	\$515	\$600	2.11%	\$53,818	\$515	\$900	2.65%
4	\$53,303	\$515	\$300	1.54%	\$53,818	\$515	\$600	2.09%	\$54,590	\$772	\$900	3.11%
5	\$53,818	\$515	\$300	1.53%	\$54,590	\$772	\$700	2.55%	\$55,373	\$783	\$900	3.08%
6	\$54,590	\$772	\$400	2.18%	\$55,373	\$783	\$700	2.72%	\$56,135	\$762	\$1,000	3.18%
7	\$55,373	\$783	\$400	2.17%	\$56,135	\$762	\$700	2.64%	\$57,656	\$1,521	\$1,000	4.49%
8	\$56,135	\$762	\$400	2.10%	\$57,656	\$1,521	\$700	3.96%	\$58,568	\$912	\$1,000	3.32%
9	\$57,656	\$1,521	\$400	3.42%	\$58,568	\$912	\$700	2.80%	\$61,200	\$2,632	\$1,000	6.20%
10	\$58,568	\$912	\$400	2.28%	\$61,200	\$2,632	\$700	5.69%	\$67,760	\$6,560	\$0	10.72%
11	\$61,200	\$2,632	\$0	4.49%	\$67,760	\$6,560	\$0	10.72%	\$75,000	\$7,240	\$0	10.68%
12	\$67,760	\$6,560	\$0	10.72%	\$75,000	\$7,240	\$0	10.68%	\$83,000	\$8,000	\$0	10.67%
13	\$77,798	\$5,202	\$0	6.69%	\$83,000	\$5,000	\$0	6.02%	\$88,000	\$5,000	\$0	6.30%
14	\$90,982	\$918	\$100	1.12%	\$92,500	\$600	\$400	1.09%	\$93,044	\$544	\$500	1.13%

Teachers With PhDs Who Remain on PHD Salary Scale

Current Step	FY13				FY14				FY15											
	[A]	[B]	[C]=[B]-[A]	[D]	[E]=[C]+[D]	[F]=[E]/[A]	[G]	[H]=[C]-[B]	[I]	[J]=[H]+[I]	[K]=[J]/[B]	Step Salary	Step Change	Step Change plus Stipend	Step Change plus Stipend	[L]	[M]=[L]-[G]	[N]	[O]=[N]+[M]	[P]=[O]/[G]
1	\$53,000	\$54,723	\$1,723	\$300	\$2,023	3.82%	\$55,755	\$1,032	\$600	\$1,632	2.98%	\$56,788	\$1,033	\$900	\$1,933	\$56,788	\$1,033	\$900	\$1,933	3.47%
2	\$54,723	\$55,755	\$1,032	\$300	\$1,332	2.43%	\$56,788	\$1,033	\$600	\$1,633	2.93%	\$57,287	\$499	\$900	\$1,399	\$57,287	\$499	\$900	\$1,399	2.46%
3	\$55,755	\$56,788	\$1,033	\$300	\$1,333	2.39%	\$57,287	\$499	\$600	\$1,099	1.94%	\$57,650	\$363	\$900	\$1,263	\$57,650	\$363	\$900	\$1,263	2.20%
4	\$56,788	\$57,287	\$499	\$300	\$799	1.41%	\$57,650	\$363	\$600	\$963	1.68%	\$58,012	\$362	\$900	\$1,262	\$58,012	\$362	\$900	\$1,262	2.19%
5	\$57,287	\$57,650	\$363	\$400	\$763	1.33%	\$58,012	\$362	\$700	\$1,062	1.84%	\$58,478	\$466	\$1,000	\$1,466	\$58,478	\$466	\$1,000	\$1,466	2.53%
6	\$57,650	\$58,012	\$362	\$400	\$762	1.32%	\$58,478	\$466	\$700	\$1,166	2.01%	\$59,670	\$1,192	\$1,000	\$2,192	\$59,670	\$1,192	\$1,000	\$2,192	3.75%
7	\$58,012	\$58,478	\$466	\$400	\$866	1.49%	\$59,670	\$1,192	\$700	\$1,892	3.24%	\$61,028	\$1,358	\$1,000	\$2,358	\$61,028	\$1,358	\$1,000	\$2,358	3.95%
8	\$58,478	\$59,670	\$1,192	\$400	\$1,592	2.72%	\$61,028	\$1,358	\$700	\$2,058	3.45%	\$63,240	\$2,212	\$1,000	\$3,212	\$63,240	\$2,212	\$1,000	\$3,212	5.26%
9	\$59,670	\$61,028	\$1,358	\$400	\$1,758	2.95%	\$63,240	\$2,212	\$700	\$2,912	4.77%	\$70,500	\$7,260	\$0	\$7,260	\$70,500	\$7,260	\$0	\$7,260	11.48%
10	\$61,028	\$63,240	\$2,212	\$0	\$2,212	3.62%	\$70,500	\$7,260	\$0	\$7,260	11.48%	\$76,000	\$5,500	\$0	\$5,500	\$76,000	\$5,500	\$0	\$5,500	7.80%
11	\$63,240	\$70,500	\$7,260	\$0	\$7,260	11.48%	\$84,000	\$8,000	\$0	\$8,000	10.53%	\$90,000	\$6,000	\$0	\$6,000	\$90,000	\$6,000	\$0	\$6,000	10.53%
12	\$70,500	\$76,000	\$5,500	\$0	\$5,500	7.80%	\$90,000	\$4,000	\$0	\$4,000	4.65%	\$95,629	\$5,629	\$500	\$6,129	\$95,629	\$5,629	\$500	\$6,129	6.81%
13	\$80,725	\$86,000	\$5,275	\$0	\$5,275	6.53%	\$95,153	\$4,73	\$500	\$973	1.03%	\$99,629	\$4,76	\$500	\$5,260	\$99,629	\$4,76	\$500	\$5,260	5.26%
14	\$94,209	\$94,680	\$471	\$500	\$971	1.03%														1.03%

Child Study Team Members Who Remain on CST Salary Scale

Current Step	Current Salary	FY13				FY14				FY15									
		[A]	[B]	[C]=[B]-[A]	[D]	[E]=[C]+[D]	[F]=[E]/[A]	[G]	[H]=[G]-[B]	[I]	[J]=[I]+[H]	[K]=[J]/[B]	[L]	[M]=[L]-[G]	[N]	[O]=[N]+[M]	[P]=[O]/[G]		
1	\$57,260	2	\$58,425	\$1,165	\$290	\$1,455	2.54%	3	\$59,450	\$1,025	\$600	\$1,625	2.78%	4	\$60,475	\$1,025	\$910	\$1,935	3.25%
2	\$58,425	3	\$59,450	\$1,025	\$300	\$1,325	2.27%	4	\$60,475	\$1,025	\$610	\$1,635	2.75%	5	\$61,434	\$959	\$930	\$1,889	3.12%
3	\$59,450	4	\$60,475	\$1,025	\$300	\$1,325	2.23%	5	\$61,434	\$959	\$620	\$1,579	2.61%	6	\$62,930	\$1,496	\$950	\$2,446	3.98%
4	\$60,475	5	\$61,434	\$959	\$310	\$1,269	2.10%	6	\$62,930	\$1,496	\$630	\$2,126	3.46%	7	\$65,417	\$2,487	\$0	\$2,487	3.95%
5	\$61,434	6	\$62,930	\$1,496	\$310	\$1,806	2.94%	7	\$65,417	\$2,487	\$0	\$2,487	3.95%	8	\$68,614	\$3,197	\$0	\$3,197	4.89%
6	\$62,930	7	\$65,417	\$2,487	\$0	\$2,487	3.95%	8	\$68,614	\$3,197	\$0	\$3,197	4.89%	9	\$71,964	\$3,350	\$0	\$3,350	4.88%
7	\$65,417	8	\$68,614	\$3,197	\$0	\$3,197	4.89%	9	\$71,964	\$3,350	\$0	\$3,350	4.88%	10	\$75,100	\$3,136	\$0	\$3,136	4.36%
8	\$68,614	9	\$71,964	\$3,350	\$0	\$3,350	4.88%	10	\$75,100	\$3,136	\$0	\$3,136	4.36%	11	\$80,000	\$4,900	\$0	\$4,900	6.52%
9	\$71,964	10	\$75,100	\$3,136	\$0	\$3,136	4.36%	11	\$80,000	\$4,900	\$0	\$4,900	6.52%	12	\$84,100	\$4,100	\$0	\$4,100	5.13%
10	\$75,100	11	\$80,000	\$4,900	\$0	\$4,900	6.52%	12	\$84,100	\$4,100	\$0	\$4,100	5.13%	13	\$90,000	\$5,900	\$0	\$5,900	7.02%
11	\$84,100	12	\$88,100	\$4,000	\$0	\$4,000	4.76%	13	\$92,200	\$4,100	\$0	\$4,100	4.65%	14	\$96,706	\$4,506	\$1,750	\$6,256	6.79%
12	\$96,706	13	\$96,706	\$0	\$625	\$625	0.65%	14	\$96,706	\$0	\$1,260	\$1,260	1.30%	14	\$96,706	\$0	\$1,750	\$1,750	1.81%





Ten Month Supervising School Clerk

FY13													FY14													FY15												
Step	Current Salary	Step Change	Step Salary	[A]= B - A	[D]	[E]= C + D	[F]= E / A	Step Change plus Stipend	Step Change Stipend	[G]	[H]= G - B	[I]	[J]= I + H	[K]= J / B	Step Change plus Stipend	Step Change Stipend	[L]	[M]= L - G	[N]	[O]= N + M	[P]= O / G	Step Change Plus Stipend/FY14																
1	\$37,882		\$38,698	\$816	\$190	\$1,006	2.66%	\$1,006	\$868	\$39,566	\$868	\$400	\$1,268	3.28%	\$1,268	\$917	\$40,483	\$917	\$610	\$1,527	3.86%	\$1,527																
2	\$38,698	\$868	\$39,566	\$868	\$200	\$1,068	2.76%	\$1,068	\$917	\$40,483	\$917	\$410	\$1,327	3.35%	\$1,327	\$1,020	\$41,503	\$1,020	\$630	\$1,650	4.08%	\$1,650																
3	\$39,566	\$917	\$40,483	\$917	\$200	\$1,117	2.82%	\$1,117	\$1,020	\$41,503	\$1,020	\$420	\$1,440	3.56%	\$1,440	\$1,034	\$42,537	\$1,034	\$640	\$1,674	4.03%	\$1,674																
4	\$40,483	\$1,020	\$41,503	\$1,020	\$210	\$1,230	3.04%	\$1,230	\$1,034	\$42,537	\$1,034	\$430	\$1,464	3.53%	\$1,464	\$1,859	\$44,396	\$1,859	\$1,320	\$3,179	7.47%	\$3,179																
5	\$41,503	\$1,034	\$42,537	\$1,034	\$210	\$1,244	3.00%	\$1,244	\$1,859	\$44,396	\$1,859	\$870	\$2,729	6.42%	\$2,729	\$0	\$44,396	\$0	\$1,320	\$1,320	2.97%	\$1,320																
6	\$42,537	\$1,859	\$44,396	\$1,859	\$440	\$2,299	5.40%	\$2,299	\$0	\$44,396	\$0	\$870	\$870	1.96%	\$870	\$0	\$44,396	\$0	\$1,320	\$1,320	2.97%	\$1,320																
7	\$44,396	\$0	\$44,396	\$0	\$440	\$440	0.99%	\$440	\$0	\$44,396	\$0	\$870	\$870	1.96%	\$870	\$0	\$44,396	\$0	\$1,320	\$1,320	2.97%	\$1,320																

Twelve Month School Clerk

FY13													FY14													FY15												
Step	Current Salary	Step Change	Step Salary	[A]= B - A	[D]	[E]= C + D	[F]= E / A	Step Change plus Stipend	Step Change Stipend	[G]	[H]= G - B	[I]	[J]= I + H	[K]= J / B	Step Change plus Stipend	Step Change Stipend	[L]	[M]= L - G	[N]	[O]= N + M	[P]= O / G	Step Change Plus Stipend/FY14																
1	\$38,250	\$510	\$38,760	\$510	\$190	\$700	1.83%	\$700	\$954	\$39,714	\$954	\$400	\$1,354	3.49%	\$1,354	\$979	\$40,693	\$979	\$610	\$1,589	4.00%	\$1,589																
2	\$38,760	\$954	\$39,714	\$954	\$200	\$1,154	2.98%	\$1,154	\$979	\$40,693	\$979	\$410	\$1,389	3.50%	\$1,389	\$611	\$41,304	\$611	\$620	\$1,231	3.03%	\$1,231																
3	\$39,714	\$979	\$40,693	\$979	\$200	\$1,179	2.97%	\$1,179	\$611	\$41,304	\$611	\$410	\$1,021	2.51%	\$1,021	\$2,134	\$43,438	\$2,134	\$650	\$2,784	6.74%	\$2,784																
4	\$40,693	\$611	\$41,304	\$611	\$210	\$821	2.02%	\$821	\$2,134	\$43,438	\$2,134	\$440	\$2,574	6.23%	\$2,574	\$5,422	\$48,860	\$5,422	\$1,450	\$6,872	15.82%	\$6,872																
5	\$41,304	\$2,134	\$43,438	\$2,134	\$220	\$2,354	5.70%	\$2,354	\$5,422	\$48,860	\$5,422	\$960	\$6,382	14.69%	\$6,382	\$0	\$48,860	\$0	\$1,450	\$1,450	2.97%	\$1,450																
6	\$43,438	\$5,422	\$48,860	\$5,422	\$480	\$5,902	13.59%	\$5,902	\$0	\$48,860	\$0	\$960	\$960	1.96%	\$960	\$0	\$48,860	\$0	\$1,450	\$1,450	2.97%	\$1,450																
7	\$48,860	\$0	\$48,860	\$0	\$480	\$480	0.98%	\$480	\$0	\$48,860	\$0	\$960	\$960	1.96%	\$960	\$0	\$48,860	\$0	\$1,450	\$1,450	2.97%	\$1,450																





Educational Interpreter

Educational Interpreter																					
FY13						FY14						FY15									
Current Step	Current Salary	Step Change	Step Salary	Step Change	Step Stipend	Step Change plus Stipend	Step Stipend	Step Change	Step plus Stipend	Step Change plus Stipend	Step Stipend	Step Change	Step plus Stipend	Step Change plus Stipend	Step Stipend	Step Change	Step plus Stipend	Step Change plus Stipend	Step Stipend	Step Change Plus	
		(A)	(B)	(C)=(B)-(A)	(D)	(E)=(C)+(D)	(F)=(E)/(A)	(G)	(H)=(G)-(B)	(I)	(J)=(H)+(H)	(K)=(J)/(B)	(L)	(M)=(L)-(G)	(N)	(O)=(N)+(M)	(P)=(O)/(G)				
1	\$36,822	2	\$37,740	\$918	\$190	\$1,108	3.01%	\$38,690	\$950	\$390	\$1,340	3.55%	\$40,075	\$1,385	\$1,190	\$2,575	6.66%				
2	\$37,740	3	\$38,690	\$950	\$190	\$1,140	3.02%	\$40,075	\$1,385	\$790	\$2,175	5.62%	\$40,075	\$0	\$1,190	\$1,190	2.97%				
3	\$38,690	4	\$40,075	\$1,385	\$390	\$1,775	4.59%	\$40,075	\$0	\$790	\$790	1.97%	\$40,075	\$0	\$1,190	\$1,190	2.97%				
4	\$40,075	4	\$40,075	\$0	\$390	\$390	0.97%	\$40,075	\$0	\$790	\$790	1.97%	\$40,075	\$0	\$1,190	\$1,190	2.97%				

Court Representative/Job Developer BA & MA

Court Representative/Job Developer BA & MA																					
FY13						FY14						FY15									
Current Step	Current Salary	Step Change	Step Salary	Step Change	Step Stipend	Step Change plus Stipend	Step Stipend	Step Change	Step plus Stipend	Step Change plus Stipend	Step Stipend	Step Change	Step plus Stipend	Step Change plus Stipend	Step Stipend	Step Change	Step plus Stipend	Step Change plus Stipend	Step Stipend	Step Change Plus	
		(A)	(B)	(C)=(B)-(A)	(D)	(E)=(C)+(D)	(F)=(E)/(A)	(G)	(H)=(G)-(B)	(I)	(J)=(H)+(H)	(K)=(J)/(B)	(L)	(M)=(L)-(G)	(N)	(O)=(N)+(M)	(P)=(O)/(G)				
BA7	\$59,598	BA8	\$61,553	\$1,955	\$300	\$2,255	3.78%	\$63,940	\$2,387	\$600	\$2,987	4.85%	\$68,952	\$5,012	\$900	\$5,912	9.25%				
BA9	\$63,940	BA10	\$68,952	\$5,012	\$0	\$5,012	7.84%	\$81,600	\$12,648	\$0	\$12,648	18.34%	\$98,117	\$16,517	\$0	\$16,517	20.24%				
BA12	\$98,117	BA12	\$98,117	\$0	\$580	\$580	0.59%	\$98,117	\$0	\$1,170	\$1,170	1.19%	\$98,117	\$0	\$1,760	\$1,760	1.79%				
MA5	\$59,268	MA6	\$60,183	\$915	\$300	\$1,215	2.05%	\$61,973	\$1,790	\$590	\$2,380	3.95%	\$63,462	\$1,489	\$890	\$2,379	3.84%				

**Exhibit D: New Universal Salary Scale**

<b>Step</b>	<b>Universal Salary Scale</b>		
	<b>FY13</b>	<b>FY14</b>	<b>FY15</b>
1	\$50,337	\$50,674	\$51,012
2	\$50,620	\$51,027	\$51,434
3	\$51,243	\$51,758	\$52,273
4	\$52,116	\$52,989	\$53,861
5	\$53,111	\$54,001	\$54,890
6	\$54,421	\$55,333	\$56,244
7	\$54,871	\$55,973	\$57,076
8	\$55,570	\$57,014	\$58,457
9	\$56,674	\$58,378	\$60,082
10	\$58,127	\$59,637	\$61,146
11	\$59,994	\$60,998	\$62,003
12	\$66,311	\$66,422	\$66,533
13	\$69,692	\$70,346	\$71,000
14	\$76,000	\$73,547	\$75,500
15	\$88,088	\$78,797	\$80,000
16		\$88,969	\$85,472
17			\$90,000
18			\$93,321

## Exhibit E: Modifications to Match Federal Leaves Language

Modify all federal leaves to be consistent with federal and state law. Final language to be provided by NPS upon acceptance of modification as noted. Article X, Sections 3, 6 and 8.

1. **Military Leave:** Replace Article X, Sections 3 A and 3B with the following language in a new Section A: “Military Leaves of absence shall be granted without pay according to the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) 38 U.S.C. 403, et seq., for up to 5 years to any person who is absent from a job because of uniformed service. USERRA applies to all leaves of absence for all categories of military leave except “State Active Duty” or Governor “call ups”, which are protected under N.J.S.A. 38:23C-20a.” Modify Article X, Sections 3C and 3D to be renamed as Sections 3B and 3C.
2. **Reserve Duty**
  - a. Move section 6 – “Reserve Duty” to Article X, as a new section “D”.
  - b. Revise “Reserve Duty” language to limit payment during active reserve duty to 90 days per year, pursuant to N.J.S.A. 38A:4-4a
3. **Family Leave Act and Family and Medical Leave:** Replace existing language in Article X, Sections 8B and 8C with the following language that shall cover leave pursuant to the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA):
  - a. Employees shall have up to 12 weeks of unpaid leave during any 12 month period for the following reasons:
    - i. for the birth and care of a newborn child of the employee;
    - ii. for placement with the employee of a son or daughter for adoption or foster care;
    - iii. to care for a spouse, son, daughter, or parent with a serious health condition;
    - iv. to take medical leave when the employee is unable to work because of a serious health condition (not applicable if the employee is taking time under NJFLA); **or**
    - v. for qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
  - b. Employees shall not accrue seniority while on unpaid Family Leave (Article X, 8C)
  - c. Employees seeking time off under the NJFLA cannot utilize such time for their own illness or medical condition. If an employee has exhausted all of his or her time under the FMLA due to his or her disability, the employee may be entitled to additional time under the NJFLA to care for a sick child, spouse or parent.
  - d. The FMLA provides up to twelve weeks in a 12-month period, rather than a 24-month period as provided in the NJFLA.

Remaining language in Article X, 8A and 8D shall remain unchanged.

### **Exhibit F: Turnaround School Waivers**

- Template A – High School without Additional Instructional Minutes
- Template B – High School with Additional Instructional Minutes
- Template C – Elementary School without Additional Instructional Minutes
- Template D – Elementary School with Additional Instructional Minutes



**Exhibit F: Turnaround School Waiver – Template A  
High School without Additional Instructional Minutes**

Memorandum of Agreement  
Between  
The Newark Public Schools  
And  
The Newark Teachers Union, Local 481 AFT/AFL-CIO

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 Union (“NTU”). 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 Turnaround / Renew Schools in the Newark Public Schools commencing with the 2012-13 school year.

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

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

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

1. Teachers<sup>1</sup> can elect to work in Turnaround / Renew Schools, but no teacher will be involuntarily assigned to a new school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, teachers 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. Teachers who want to become part of the school staff team must read the full school description to understand the program design, teaching style, 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 teacher must commit to these conditions annually by signing an individual Election to Work Agreement.


Turnaround Schools: High School without Additional Instructional Minutes - MOA

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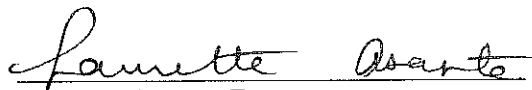
<sup>1</sup> “Teacher” shall be defined as certificated instructional staff who is a member of the NTU bargaining unit.  
Page 26 of 35

3. Restrictions on the scheduling of professional development days contained in Article V, Section 2A shall not apply to Turnaround / Renew Schools. Differentiated professional development and support for teachers 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 teacher 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 teachers 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 teacher; however, it shall be consistent for the school year except for prescheduled events such as Professional Development. The conditions described in the subsection of the CBA shall be set forth in the Election to Work Agreement.
5. The limit on the number of subject or content areas that a teacher may be assigned to teach shall not apply. Article V, Section 3D of the CBA and all its subsections shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
6. The limit on the number of classes, consecutive assignments, preparation periods and room assignments under Article V, Section 4A, 1, 2, 5, 6, 8, of the CBA shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
7. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article V, Section 10 of the CBA shall not apply.
8. Turnaround / Renew Schools are eligible for additional CBA Waivers and other as specified in the NTU/NPS MOA for a successor contract dated October , 2012.
9. Compensation. In accordance with Teachers salary guide.

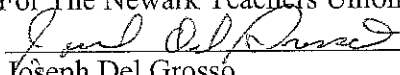
All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to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

  
For The Newark Public Schools  
Cami Anderson  
Superintendent  
Newark State-Operated School District

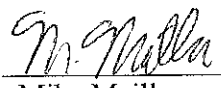
Date:

  
Laurette Asante, Esq.  
Director  
Labor & Employee Relations

Date: 10/18/12

For The Newark Teachers Union  
  
Joseph Del Grosso  
President  
Newark Teachers Union-Local 481

Date:

  
Mike Maillaro  
Director, Research/Communication  
Newark Teachers Union-Local 481

Date: 11/19/12

**Exhibit F: Turnaround School Waiver – Template B  
High School with Additional Instructional Minutes**

Memorandum of Agreement  
Between  
The Newark Public Schools  
And  
The Newark Teachers Union, Local 481 AFT/AFL-CIO

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 Union (“NTU”). 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 Turnaround / Renew Schools in the Newark Public Schools commencing with the 2012-13 school year.

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

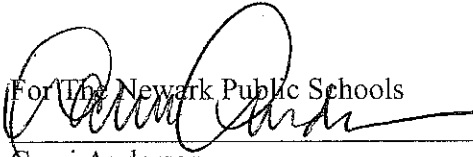
WHEREAS, the success of Turnaround / Renew Schools require modifications to the existing Collective Bargaining Agreement (“CBA”) between NPS and NTU;

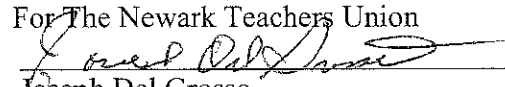
NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

1. Teachers<sup>2</sup> can elect to work in Turnaround / Renew Schools, but no teacher will be involuntarily assigned to a new school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, teachers 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. Teachers who want to become part of the school staff team must read the full school description to understand the program design, teaching style, 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 teacher 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 V, Section 2A shall not apply to Turnaround / Renew Schools. Differentiated professional development and support for teachers 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 teacher 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 teachers 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 teacher; however, it shall be consistent for the school year except for prescheduled events such as Professional Development. The conditions described in the subsection of the CBA shall be set forth in the Election to Work Agreement.
5. The limit on the number of subject or content areas that a teacher may be assigned to teach shall not apply. Article V, Section 3D of the CBA and all its subsections shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
6. The limit on the number of classes, consecutive assignments, preparation periods and room assignments under Article V, Section 4A, 1, 2, 5, 6, 8, of the CBA shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
7. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article V, Section 10 of the CBA shall not apply.
8. Turnaround / Renew Schools are eligible for additional CBA Waivers and other as specified in the NTU/NPS MOA for a successor contract dated October , 2012.
9. Compensation. In return for a teacher's commitment to work in a Turnaround / Renew School with the terms, conditions, expectations, extended time, and flexibility specified above and in Election to Work Agreement, teachers shall receive additional annual compensation of \$3,000 pensionable salary guide differential.
  - a. Teachers who are either involuntarily transferred or elect to return to traditional NPS schools would lose the differential. The teachers in the Turnaround / Renew schools would be identified by job codes that are distinguishable from the job codes of teachers in traditional NPS schools.

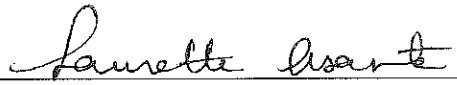
All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to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

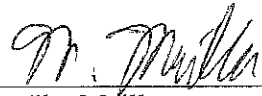
  
For The Newark Public Schools  
Cami Anderson  
Superintendent  
Newark State-Operated School District

  
For The Newark Teachers Union  
Joseph Del Grosso  
President  
Newark Teachers Union-Local 481

Date:

Date:

  
Laurette Asante, Esq.  
Director  
Labor & Employee Relations

  
Mike Maillaro  
Director, Research/Communication  
Newark Teachers Union-Local 481

Date: 10/18/2012

Date: 11/19/2012

**Exhibit F: Turnaround School Waiver – Template C  
Elementary School without Additional Instructional Minutes**

Memorandum of Agreement  
Between  
The Newark Public Schools  
And  
The Newark Teachers Union, Local 481 AFT/AFL-CIO

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 Union (“NTU”). 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 Turnaround / Renew Schools in the Newark Public Schools commencing with the 2012-13 school year.

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

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

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

1. Teachers<sup>3</sup> can elect to work in Turnaround / Renew Schools, but no teacher will be involuntarily assigned to a new school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, teachers 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. Teachers who want to become part of the school staff team must read the full school description to understand the program design, teaching style, 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 teacher must commit to these conditions annually by signing an individual Election to Work Agreement.

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<sup>3</sup> “Teacher” shall be defined as certificated instructional staff who is a member of the NTU bargaining unit.  
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3. Restrictions on the scheduling of professional development days contained in Article V, Section 2A shall not apply to Turnaround / Renew Schools. Differentiated professional development and support for teachers 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 teacher 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 teachers 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 teacher; however, it shall be consistent for the school year except for prescheduled events such as Professional Development. The conditions described in the subsection of the CBA shall be set forth in the Election to Work Agreement.
5. The limit on the number of subject or content areas that a teacher may be assigned to teach shall not apply. Article V, Section 3B of the CBA and all its subsections shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
6. The limit on the number of classes, consecutive assignments, preparation periods and room assignments under Article V, Section 4A, 1, 2, 5, 6, 8, Section 7A, 2, 3 of the CBA shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
7. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article V, Section 10 of the CBA shall not apply.
8. Turnaround / Renew Schools are eligible for additional CBA Waivers and other as specified in the NTU/NPS MOA for a successor contract dated October , 2012.
9. Compensation. In accordance with Teachers salary guide.

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

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Cami Anderson  
Superintendent  
Newark State-Operated School District

Date:

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Laurette Asante, Esq.  
Director  
Labor & Employee Relations

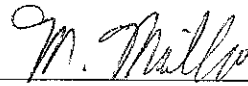
Date:

For The Newark Teachers Union

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Joseph Del Grosso  
President  
Newark Teachers Union-Local 481

Date:



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Mike Maillaro  
Director, Research/Communication  
Newark Teachers Union-Local 481

Date: 11/19/12

For The Newark Public Schools

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Cami Anderson  
Superintendent  
Newark State-Operated School District

Date:


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Laurette Asante, Esq.  
Director  
Labor & Employee Relations

Date:

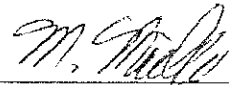
For The Newark Teachers Union

---

  
Joseph Del Grosso  
President  
Newark Teachers Union-Local 481

Date:

---

  
Mike Maillaro  
Director, Research/Communication  
Newark Teachers Union-Local 481

Date: 10/18/12

**Exhibit F: Turnaround School Waiver – Template D  
Elementary School with Additional Instructional Minutes**

Memorandum of Agreement  
Between  
The Newark Public Schools  
And  
The Newark Teachers Union, Local 481 AFT/AFL-CIO

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 Union (“NTU”). 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 Turnaround / Renew Schools in the Newark Public Schools commencing with the 2012-13 school year.

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

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

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

1. Teachers<sup>4</sup> can elect to work in Turnaround / Renew Schools, but no teacher will be involuntarily assigned to a new school except when necessitated by compliance with tenure statute. Based upon an understanding of the school’s design, expectations, and conditions as specified herein, teachers 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. Teachers who want to become part of the school staff team must read the full school description to understand the program design, teaching style, 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 teacher must commit to these conditions annually by signing an individual Election to Work Agreement.

Turnaround Schools: Elementary with Additional Instructional Minutes - MOA

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<sup>4</sup> “Teacher” shall be defined as certificated instructional staff who is a member of the NTU bargaining unit.  
Page 35 of 35

3. Teachers who want to become part of the school staff team must read the full school description to understand the program design, teaching style, 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 teacher must commit to these conditions annually by signing an individual Election to Work Agreement.
4. Restrictions on the scheduling of professional development days contained in Article V, Section 2A shall not apply to Turnaround / Renew Schools. Differentiated professional development and support for teachers 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 teacher needs, limits on months and number of professional days shall not apply but shall be set forth in the Election to Work Agreement.
5. The in-school work day for teachers 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 teacher; however, it shall be consistent for the school year except for prescheduled events such as Professional Development. The conditions described in the subsection of the CBA shall be set forth in the Election to Work Agreement.
6. The limit on the number of subject or content areas that a teacher may be assigned to teach shall not apply. Article V, Section 3B of the CBA and all its subsections shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
7. The limit on the number of classes, consecutive assignments, preparation periods and room assignments under Article V, Section 4A, 1, 2, 5, 6, 8, Section 7A, 2, 3 of the CBA shall not apply. The conditions described in these subsections of the CBA shall be described and set forth in the Election to Work Agreement.
8. Faculty Meetings shall be described and set forth in the Election to Work Agreement. Article V, Section 10 of the CBA shall not apply.
9. Turnaround / Renew Schools are eligible for additional CBA Waivers and other as specified in the NTU/NPS MOA for a successor contract dated October , 2012.

10. Compensation. In return for a teacher's commitment to work in a Turnaround / Renew School with the terms, conditions, expectations, extended time, and flexibility specified above and in Election to Work Agreement, teachers shall receive additional annual compensation of \$3,000 pensionable salary guide differential.

- a. Teachers who are either involuntarily transferred or elect to return to traditional NPS schools would lose the differential. The teachers in the Turnaround / Renew schools would be identified by job codes that are distinguishable from the job codes of teachers in traditional NPS schools.

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:

Laurette Asante  
Laurette Asante, Esq.  
Director  
Labor & Employee Relations

Date: 10/18/2012

For The Newark Teachers Union

Joseph Del Grosso  
Joseph Del Grosso  
President  
Newark Teachers Union-Local 481

Date:

Mike Maillaro  
Mike Maillaro  
Director, Research/Communication  
Newark Teachers Union-Local 481


Date: 10/18/12

10. Compensation. In return for a teacher's commitment to work in a Turnaround / Renew School with the terms, conditions, expectations, extended time, and flexibility specified above and in Election to Work Agreement, teachers shall receive additional annual compensation of \$3,000 pensionable salary guide differential.

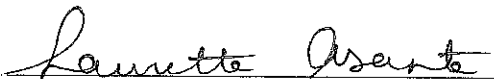
- a. Teachers who are either involuntarily transferred or elect to return to traditional NPS schools would lose the differential. The teachers in the Turnaround / Renew schools would be identified by job codes that are distinguishable from the job codes of teachers in traditional NPS schools.

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

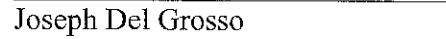
  
Cami Anderson  
Superintendent  
Newark State-Operated School District

Date:


  
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Joseph Del Grosso  
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Date: 11/19/12