

MEMORANDUM OF AGREEMENT BETWEEN
NEWARK STATE OPERATED SCHOOL DISTRICT
AND
NEWARK PUBLIC SCHOOL NURSES
(Represented by the Newark Teacher's Association)

June 12, 2014

The State-Operated School District of Newark (hereinafter "District" or "NPS") and the Newark Public School Nurses represented by the Newark Teachers Association (hereinafter "NTA") agree to the following terms and conditions for a new Collective Bargaining Agreement subject to ratification by the NTA 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 All proposals not referenced in this MOA shall be considered withdrawn. This Agreement is subject to the approval of the Superintendent and shall only become effective upon the approval of the Superintendent and the Commissioner of Education, and if not approved shall be null and void.

I. NURSE EVALUATION: The NTA and NPS are committed to a new evaluation system.

A. New Evaluation System

NPS will implement a new evaluation system beginning school year 2014-15 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 IA or IB of this MOA shall be interpreted as challenging this premise. Nothing in Section IA, IB or IC of this MOA shall be grievable.

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

- A. One-time, non-pensionable payments which encompass retroactive longevity increases, retroactive step movements, and retroactive salary increases covering school years 2010-11 and 2011-12 will be paid only to nurses who were on the NPS payroll during any pay period after June 1, 2013 upon contract ratification, except that any nurse whose increment was withheld or who was terminated or non-renewed or resigned in school years 2010-11, 2011-12, 2012-13 and/or 2013-14 will not receive this one-time payment. The amounts of this payment are set forth in Exhibit A.
- B. Nurses who retired on or after June 1, 2013 will be eligible for retroactive pay.
- C. Transition stipends for all existing BAs and for those existing MAs and PhDs who choose to move to the new salary scale will be paid, according to Exhibit B ("transition stipends for those moving to the new universal salary scale").
- D. Annual stipends for existing MAs and PhDs who choose to remain on the existing salary scale will be paid according to Exhibit C ("Annual stipends for those who remain in MA/PHD salary scales"). All stipends are non-pensionable. The NTA and NPS agree to be bound by arbitrator decision in NTU grievance on same subject.
- E. Retroactive step movements on the salary guides for 2012-13 and 2013-14 school years (base salary retro) will be paid based on the nurse's step on the guide on June 30, 2012, unless the nurse's increment was withheld or the nurse was terminated or resigned.

Contract Modifications:

- A. Base Salary and Performance:
 - 1. Establish a new universal salary scale for all nurses. See Exhibit D (the "new universal salary scale"). All new hires, appointees and current nurses on the BA scale shall be compensated according to this new salary scale beginning with school year 2012-13.
 - 2. Bonuses on the Universal scale apply only to classroom teachers and are not available to nurses (i.e. bonuses for highly effective ratings, including those highly effective teachers in hard-to-staff subjects and in the lowest (25%) performing schools).

3. Current nurses on the MA and PhD scales may choose to remain on the former scale or move to the new Universal scale through a salary scale selection form.
 - The choice of salary scale shall be made prior to June 30, 2014, through a written form to be issued by NPS after consultation with the NTA.
 - For current nurses 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").
4. Upon verification of degree, nurses 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 Employee Services, by June 30, 2014, 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.
5. NPS shall implement a new nurse 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.
 - Only nurses who receive effective or highly effective annual summative evaluation ratings will be entitled to move up one step on the salary scale.
 - 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.
 - 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 who will consult with the Peer Validator.
 - 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.
 - 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.

- The final decision of step movement rests with the Superintendent. The specific intent of the parties is to create a new compensation system where increments and raises are earned through effective performance. The process set forth in this section shall be the full process and is binding.

B. District-Approved Program – Nurses have the option of:

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).

1. 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. Retirement Notification:

1. Improve incentives/rewards for earlier notice of retirement and increase penalties/consequences for late notice. Article VIII, Section 7.

2. For notification of retirement effective July 1 each year:

- 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.

- 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.

- 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%).

3. 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:

- A deduction of 5 percent (5%) will be made for notice between 60-89 days in advance of the effective retirement date.

- A deduction of 10 percent (10%) will be made for notice between 30-59 days in advance of the effective retirement date.

- 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.
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 twenty-five (25) years of service. Article VIII, Section.1B.

2. Personal Days

- Where possible, nurses must notify their principal and/or supervisor of personal days use at least forty-eight (48) hours prior to said use. Article VIII, Section D.
- 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 nurses using four (4) or fewer sick days in any year. Article VIII, Section, 9.A

E. Miscellaneous

1. 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.
2. Article VIII, Section 4.A.1. Replace first sentence with the following: 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.
3. Article XVI, Section 4. Discretionary funds shall be increased from \$80 to \$90 per nurse each year.

III. MISSION-DRIVEN HIRING

- A. Posting vacancies. Reduce the time for posting notices of vacancies from fifteen (15) to ten (10) days in Section 1.A, Article XV.

IV. SCHOOL EMPOWERMENT:

A. School Day

1. Schools shall start no earlier than 7:30 am end no later than 4:30 pm. In accordance with Article VII, Section 2, of the CBA, the nurse shall be required to report at the same time as the teachers in the building to which the nurse is assigned and may depart at the same time as the teachers in the building.
2. No changes to the school schedule shall occur during the school year unless an emergency situation arises.

- B. Delete Article VII, Section 4.B that permits nurses to excuse themselves from faculty meetings. Add: Nurses shall be required to attend ten (10) faculty meetings per school year inclusive of School Nurse Meetings.

V. 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. See Exhibit E. ("Renew/Turnaround School Waivers)

VI. ISSUES SPECIFIC TO ARTICLE V

- A. Nurses hired on or after July 1, 2012, will be placed on the Universal scale and will not be eligible for advancement to the MA or PhD levels.
- B. Effective July 1, 2012, longevity values will remain frozen at school year 2009-10 values. Employees hired after July 1, 2010, will not be eligible for longevity pay.
- C. Fringe Benefits. Delete sub-sections A and B of Section 6. Replace with: Employees shall receive health benefits in accordance with the School Employee Health Benefits Program. Employee contribution toward the cost of medical and prescription insurance shall be an amount as determined by Chapter 78 of the laws of 2011.

VII. ISSUES SPECIFIC TO ARTICLE VII

- A. Add to Section 5.B – 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.
- B. Work Year – Replace Section 1.B with the August 19, 2009, Memorandum of Agreement. Exceptions to the August 19, 2009 MOA will be made for nurses assigned to Turnaround/Renew schools.

C. Delete the list of holidays in Section 1.E.5.

VIII. TERM OF CONTRACT:

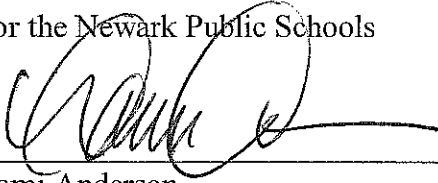
This Agreement shall be effective from July 1, 2010 to June 30, 2015.

Attachments:

- Exhibit A: Retroactive One-Time Non-Pensionable Special Pay
- Exhibit B: Transition Stipends for Movement to the Universal scale
- Exhibit C: Annual Stipends for those who Remain on MA, PhD Scales
- Exhibit D: New Universal Scale
- Exhibit E: Turnaround/Renew School Waivers: A, B, C, D and E

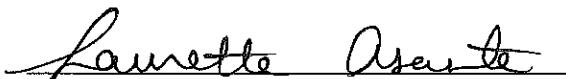
SIGNATURE PAGE

For the Newark Public Schools



Cami Anderson
State District Superintendent

Dated: _____



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

Dated: _____



Dr. Marguerite Leuze
Special Assistant - Health Services/Nursing

Dated: 6/17/14

Raymond Cassetta
Labor Consultant

Dated: _____

For the Newark Teachers Association



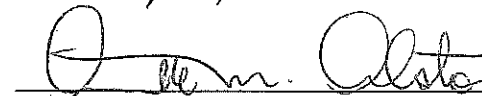
Joyce McCree
President
Newark Public School Nurses
Newark Teachers Association

Dated: 6/13/2014



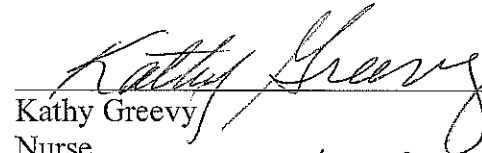
Ed Stevens
NJEA UniSery Rep

Dated: 6/13/2014



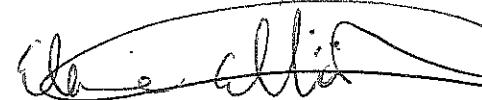
Annette Alston
Teacher

Dated: 6/13/2014



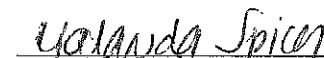
Kathy Greevy
Nurse

Dated: 6/13/14



Elaine Elliot
Nurse

Dated: 6/13/14



Yolanda Spicer
Nurse

Dated: 6/13/14

EXHIBIT A: RETROACTIVE PAY

Retroactive Payment Values, by Step and Lane

Current Step	BAs	MAs	PhDs
1	\$3,500	\$3,500	\$5,250
2	\$3,500	\$3,500	\$5,250
3	\$3,500	\$3,500	\$5,250
4	\$3,500	\$5,250	\$5,250
5	\$3,500	\$5,250	\$5,250
6	\$5,250	\$5,250	\$7,500
7	\$5,250	\$5,250	\$9,000
8	\$5,250	\$9,000	\$9,000
9	\$9,000	\$9,000	\$10,500
10	\$10,500	\$12,000	\$12,000
11	\$12,000	\$12,000	\$12,000
12	\$12,000	\$12,000	\$12,000
13	\$12,000	\$12,000	\$12,000
14	\$9,000	\$9,000	\$9,000

EXHIBIT B: TRANSITION STIPENDS FOR THOSE MOVING TO THE NEW SALARY SCALE

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

Nurses With PhDs Who Remain on PHD 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]=[H]+[H]	[K]=[J]/[B]	[L]	[M]=[L]-[G]	[N]	[O]=[N]+[M]	[P]=[O]/[G]
Step	Salary	Step Change	Stipend	Step Change plus Stipend	Step Change plus Stipend/FY12 Salary	Step Change plus Stipend/FY13 Salary	Step Salary	Step Change	Stipend	Step Change plus Stipend	Step Change plus Stipend/FY14 Salary	Step Salary	Step Change	Stipend	Step Change plus Stipend	Step Change plus Stipend/FY15 Salary	
1	\$53,000	2	\$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	3.47%
2	\$54,723	3	\$55,755	\$1,032	\$300	\$1,332	2.43%	\$56,788	\$1,033	\$600	\$1,633	2.93%	\$57,287	\$499	\$900	\$1,399	2.46%
3	\$55,755	4	\$56,788	\$1,033	\$300	\$1,333	2.39%	\$57,287	\$499	\$600	\$1,099	1.94%	\$57,650	\$363	\$900	\$1,263	2.20%
4	\$56,788	5	\$57,287	\$499	\$300	\$799	1.41%	\$57,650	\$363	\$600	\$963	1.68%	\$58,012	\$362	\$900	\$1,262	2.19%
5	\$57,287	6	\$57,650	\$363	\$400	\$763	1.33%	\$58,012	\$362	\$700	\$1,062	1.84%	\$58,478	\$466	\$1,000	\$1,466	2.53%
6	\$57,650	7	\$58,012	\$362	\$400	\$762	1.32%	\$58,478	\$466	\$700	\$1,166	2.01%	\$59,670	\$1,192	\$1,000	\$2,192	3.75%
7	\$58,012	8	\$58,478	\$466	\$400	\$866	1.49%	\$59,670	\$1,192	\$700	\$1,892	3.24%	\$61,028	\$1,358	\$1,000	\$2,358	3.95%
8	\$58,478	9	\$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	5.26%
9	\$59,670	10	\$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	11.48%
10	\$61,028	11	\$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	7.80%
11	\$63,240	12	\$70,500	\$7,260	\$0	\$7,260	11.48%	\$76,000	\$5,500	\$0	\$5,500	7.80%	\$84,000	\$8,000	\$0	\$8,000	10.53%
12	\$70,500	13	\$76,000	\$5,500	\$0	\$5,500	7.80%	\$84,000	\$8,000	\$0	\$8,000	10.53%	\$90,000	\$6,000	\$0	\$6,000	7.14%
13	\$80,725	14	\$86,000	\$5,275	\$0	\$5,275	6.53%	\$90,000	\$4,000	\$0	\$4,000	4.65%	\$95,629	\$5,629	\$500	\$6,129	6.81%
14	\$94,209	15	\$94,680	\$471	\$500	\$971	1.03%	\$95,153	\$473	\$500	\$973	1.03%	\$95,629	\$476	\$500	\$976	1.03%

EXHIBIT D: NEW UNIVERSAL SALARY SCALE

Step	Universal Salary Scale		
	FY13	FY14	FY15
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: 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 Minutes
- Template D – Elementary School with Additional Instructional Minutes
- Template E – Turnaround High School with Additional Instructional Minutes

**Exhibit E: 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.

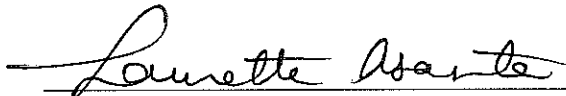
All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to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

For The Newark Public Schools



Cami Anderson
Superintendent
Newark State-Operated School District

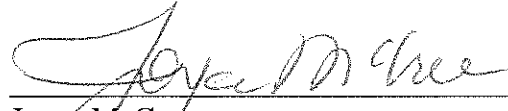
Date:



Laurette Asante, Esq.
Director
Labor & Employee Relations

Date:

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

Memorandum of Agreement

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(Represented by the Newark Teacher's Association)

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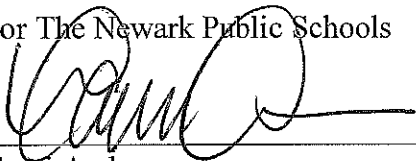
NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

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.

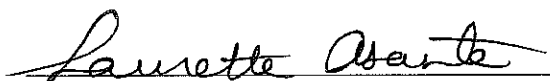
All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to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

For The Newark Public Schools



Cami Anderson
Superintendent
Newark State-Operated School District

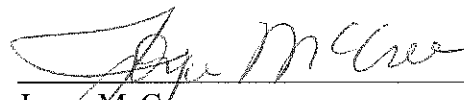
Date:



Laurette Asante, Esq.
Director
Labor & Employee Relations

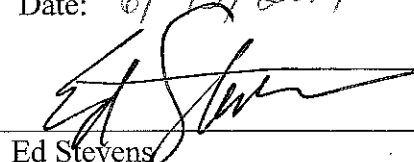
Date:

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 E: 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:

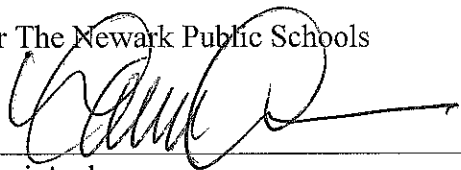
1. School Nurses ("Nurses") can elect to work in Renew Schools, but no nurse will be involuntarily assigned to a Renew school except when necessitated by compliance with tenure statute. Based upon an understanding of the school's design, expectations, and conditions as specified herein, Nurses will have 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:



Laurette Asante, Esq.
Director
Labor & Employee Relations

Date:

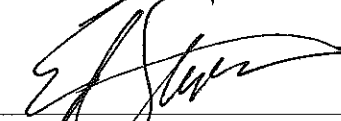
For The Newark Teachers Association



Joyce McCree
President
Newark Public School Nurses
Newark Teachers Association

Date:

6/13/2014



Ed Stevens
NJEA UniServ Rep

Date:

6/13/2014

**Exhibit E: 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;

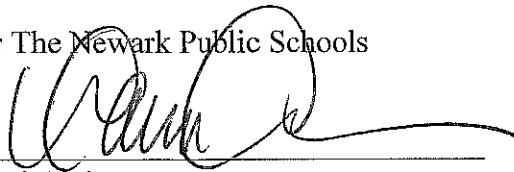
NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

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.

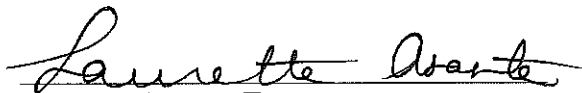
All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to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

For The Newark Public Schools



Cami Anderson
Superintendent
Newark State-Operated School District

Date:



Laurette Asante, Esq.
Director, Labor & Employee Relations

Date:

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 E: 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;

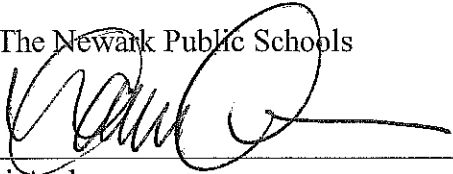
NOW THEREFORE, in consideration of the premises and mutual covenants below, the parties agree as follows:

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.

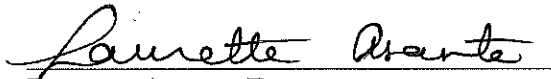
All other terms and conditions of the CBA between the parties, as it applies to the terms and conditions of employment for staff within the new schools, shall remain unchanged, and shall be governed by the terms of the CBA. This MOA does not affect the terms and conditions of the CBA with respect to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

For The Newark Public Schools



Cami Anderson
Superintendent
Newark State-Operated School District

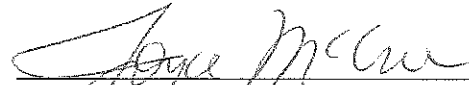
Date:



Laurette Asante, Esq.
Director
Labor & Employee Relations

Date:

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

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 Turnaround High School.

Print Name

Employee Signature

Date

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 Turnaround High School.

Print Name

Employee Signature

Date

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