

AGREEMENT BETWEEN

NEWARK BOARD OF EDUCATION

and the

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

July 1, 2019 - June 30, 2024



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AGREEMENT

This agreement made this first day of July 2019, between the Newark Board of Education, Essex County, New Jersey, public employer (hereinafter referred to as “the Board”), and the Newark Public School Nurses, as represented by the Newark Teachers’ Association, public employee representative (hereinafter referred to as “the Association”). Whenever the term “HER” or “HIS” is used in this agreement, it is intended to apply to either gender, and is used for convenience only.

WITNESSETH

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

NOW THEREFORE, Board and the Association agree, as follows:

ARTICLE I

PURPOSE

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

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

ARTICLE II

RECOGNITION

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

ARTICLE III

RETENTION OF EXISTING BENEFITS

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

ARTICLE IV

NURSES' RIGHTS

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

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

ARTICLE V

COMPENSATION

Section 1 - Nurse Salary Guide

A. Advancement on Salary Guide

Employees hired between July 1st and October 15th will advance one step on the salary guide on July 1st or September 1st of the next school year. Employees hired between October 16th and February 28/29th will advance one step on the salary guide on February 1st of the next school year. Employees hired on or after March 1st will remain of the step on the salary guide on which the employee was hired. Step advancement on the salary guide is not automatic and is contingent upon effective performance.

B. Salary for Nurses without Certified School Nurse Certification

Nurses hired without Certified School Nurse certification shall be paid at a rate of 85% of the salary guide step on which they are initially placed. Upon completion and submission of proper certification credentials, the nurse will be paid at the full salary appropriate to their salary guide step effective on the date the certification is received by the nurse.

C. Longevity

A. Longevity increments shall be maintained in the 15th 20th 25th and 30th year of permanent employment which shall be active but does not have to be continuous; employment in other school districts or school systems is not to be counted for purposes of longevity. The longevity amounts are shown in C below.

B. Employees hired after May 15, 2017, will not be eligible for longevity pay.

C. Longevity Values:

15th year Longevity	\$2025
20th year Longevity	\$4000
25th year Longevity	\$4000
30th year Longevity	\$1500

Section 2 - Prior Service

- A. Credit on the salary schedule for prior service will be given to all nurses for years of military experience or prior experience as a certified school nurse in an accredited public or non-public school according to the following formula:
- B. Full credit on a year-for year basis for up to the maximum step on the salary guide. Credit for certified teaching or school-nursing experience shall be given for work done after completion of a Bachelor's degree.
- C. In crediting military service for salary purposes, completion of the full calendar year is required for recognition.
- D. In crediting previous certificated teaching or school nursing experience for salary purposes, completion of the full academic year is required for recognition in an accredited school. One (1) year credit for every year of full time employment and practice as a registered nurse with an earned Bachelor of Science Degree.
- E. Credit pursuant to this agreement shall not be retroactive, but rather entitle each nurse to the right to receive credit commencing with the effective date of this agreement.

Section 3 - Mentor Program

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

Section 4 - Increments

Increments shall continue to begin on the anniversary of September 1, and February 1, as may be appropriate with each nurse respectively. Employment and/or adjustment increments may be withheld for performance and/or disciplinary reasons only in accordance with N.J.S.A. 18A.

Section 5 - Other Salary

- A. All extra-hour employment of nurses shall be remunerated at the hourly rate of:

9/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
\$38.00	\$39.00	\$40.00	\$41.00	\$42.00

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

- B. Effective September 1, 2021, Substitute rates shall be as follows:

Non Degree	\$130.00
Degree	\$150.00

- C. Payroll errors shall be corrected within seventy-two (72) hours of the time the error is reported by the affected nurse at this time, the proper adjustment will be given to the complaint.
- D. Each nurse shall receive fifty (\$50.00) dollars per year for the purchase of nursing smocks, such amount to be paid prior to October 1st of each school year. Proof of purchase to be submitted by December 1st.

Section 6 - Fringe Benefits

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

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

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

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

Section 7 - Travel Expenses for Nurses assigned to the Office of Early Childhood

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

ARTICLE VI

DUTIES AND REQUIREMENTS

Section 1 - Duties

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

- A. Assess the physical well-being of the student in terms of development and present health status.
- B. Provides appropriate direct medical services to student.
- C. Provide health counseling to students, parents and staff.
- D. Consults with staff regarding modification or change in educational environment when indicated by the students' developmental or health status.

- E. Participates with child study team in interpreting implications of significant medical findings involving a child under the nurse's jurisdiction.
- F. Coordinates the medical referral process and communicates medical findings to appropriate persons and/or agencies.
- G. Participates in the health education program by providing health instruction and in-service education.
- H. Initiates, facilitates and maintains liaison between the school and community health agencies.

Section 2 - Requirements

- A. Current license as Registered Professional Nurse in New Jersey.
- B. New Jersey State Certification as a school nurse.
- C. Evidence of completion of a baccalaureate degree in either school nursing, Public Health or Health Education which includes thirty (30) semester hour credits in specific areas required for school nurse certification by the State Department of Education.

Section 3 - Nurses Performance Evaluations

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

- A. **Evaluation System**
NPS will maintain the existing evaluation system that was established during the 2014-15 school year in accordance with the Teacher Effectiveness and Accountability for the Children of New Jersey Act ("TEACHNJ"), N.J.S.A.18A:6-117, et seq.

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

ARTICLE VII

SCHOOL YEAR AND SCHOOL DAY

Section 1 - School Year

- A. In-Service Days

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

- B. Work Year

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

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

- 2. If any additional workdays are required beyond the 188 days specified in Section 1 of this article, said nurses shall be remunerated on the pro-rata basis for each additional full day worked.

C. Orientation Day

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

D. Work Days Prior Opening Day

Nurses will have the option to work three (3) days prior to the first day that staff is required to report for that school year. The workdays will be four (4) hours in length, excluding lunch, from 9:00 a.m. to 1:00 p.m. Nurses will be paid prorated (full day's pay) on their annual salary for each day. A nurse's inability to work any or all of these three (3) days will not be subjected to AIP or any disciplinary procedures. Nurses will not be allowed to utilize sick or personal days during this period. All three (3) days shall be reserved for registration duties, or administrative duties as directed, but the first of these three (3) days must begin with a minimum of two (2) undirected hours to set up the health office.

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

E. School Calendar

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

Section 2 - Work Day

- A. Schools shall start no earlier than 7:30 am end no later than 4:30 pm, and operate for the length of the continuous instructional day, six (6) hours and forty (40) minutes. No changes to the school schedule shall occur during the school year unless an emergency situation arises.
- B. In buildings with one (1) regularly scheduled nurse, the nurse shall be required to report to work at the same time as the teachers and may depart at the same times as the teachers.
- C.
 1. In buildings with more than one (1) regularly scheduled nurse, a nurse may be required to report for duty one (1) period prior to or one period later than the normal teacher arrival time. Nurses who are scheduled to report for duty one (1) period early shall be permitted to depart one (1) period early. Those scheduled to sign out one period late shall report one (1) period late.
 2. Assignments to an early or late schedule shall be on a voluntary basis. Volunteers will be sought first at the location where the early and/or late assignments will occur.

When there are insufficient volunteers at the location where the early and/or late assignments will occur, volunteers will be sought on a District-wide basis. When there are insufficient volunteers for the early and/or late assignments transfers will be made based on District-wide seniority. Early and/or late assignments will be limited to one (1) period at the secondary schools and forty (40) minutes at the elementary schools. The purpose of the early arrival or late departure is to have nursing services available in the building.

3. Nurses assigned to the Early Childhood Program who are required to work in a program beyond the normal school day will be permitted to begin their work at a later time by agreement between the nurse and the Nursing Supervisor to maintain the same length work day as all other nurses.
- D. 1. Effective July 1, 2020, each nurse assigned to a district school shall receive an organizational period for the purpose of preparing for testing, organizing files, and completing required forms once per school day. Such Organizational Periods shall be the equivalent of one (1) class period applicable in the school to which the nurse is assigned and would be best scheduled during the last period of the workday. The nurses will remain in the health office and be available for emergencies. The organizational period schedule shall be prepared by the nurse and the principal. At the beginning of the school year, each nurse shall post and may distribute their daily schedule.

Effective July 1, 2020, the organization period for nurses assigned to the office of early childhood shall be a total of 225 minutes per week to be scheduled in cooperation between the nurse and the supervisor.

2. During an organizational period, nurses will be unavailable except to address emergent medical needs. Every effort will be made to minimize any interruption during this period. A schedule of the Health Office hours will be developed by the school nurse and the principal and

disseminated to all staff. In schools with two (2) or more nurses, the organizational periods shall be scheduled separately.

- E. Instructional days may be either full length or minimum length, 1:00 p.m. student dismissal at the discretion of the Board. Employees may be required to remain until the normal employee departure time, including after-school meeting time, on minimum length instructional days. These days will not be scheduled on Fridays or the day before a holiday. These days will be an exception to the provisions of Article VII.1. B. A minimum of two (2) weeks advanced notice of the one p.m. student dismissal for teacher training will be issued by the Superintendent or her/his designee.
- F. Nurses may be required to work out of district to provide care to a Newark Public School student in the event the Nurse who is assigned to the student(s) is absent. Whenever possible, an itinerant nurse will be assigned to the coverage.
- G. No nurse shall engage in Union activities during the time she/he is assigned to nursing or other duties except as provided for in Article IX.

Section 3 - Duty-Free Lunch

Nurses shall receive a duty-free lunch period similar in length to that which applies to pupils in the school to which the nurse is assigned. If the lunch-time of the nurse is disturbed to meet a clear and obvious emergency, the nurse shall be compensated with additional time following the emergency equal to the time occupied in meeting the emergency. Whenever, in a one (1) nurse building, the nurse leaves the building for her/his duty free lunch, the nurse must notify her/his building administrator.

Section 4 - Meetings

- A. Nurses may be required to attend all meetings conducted during the school day.
- B. Nurses shall be required to attend ten (10) faculty meetings per school year inclusive of School Nurse Meetings.

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

2. The fall parent conference time shall begin fifteen (15) minutes after the students depart and shall end not later than 7:00 p.m. For the spring parent conference night, all nurses will be released at 4:00 pm, rather than at 7:00 pm as required in the article.
3. The parent conferences shall be scheduled through collaboration among the nurse, the administrator and the parent.
4. The parent conferences will be scheduled at the beginning of the school year.

Section 5 - Compensation for Time

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

- B. In the event of the absence of a nurse and no substitute nurse is on site, the nurse in the designated stand by school shall be contacted. In an emergency situation, if the standby nurse's presence is required, advice and direction shall be given by the standby nurse until such time as the nurse can arrive on the emergency site. In the event of the absence of a nurse and no substitute nurse is on site the nurse in the designated standby school shall be paid sixty dollars (\$60) per day. To qualify for the standby coverage, the following conditions must be met. Coverage sheets must be submitted within two (2) weeks of the coverage date. Failure to submit the coverage report on time will lead to denial of payment.
1. The School Nurse must physically leave the school to which she/he is permanently assigned and go to the stand by school assigned for that day. The standby school cannot be a school to which the nurse is assigned.
 2. The School Nurse must follow the District's procedures for signing in and out as determined by their department.
 3. The School Nurse must be at the school to perform a needed service, which can only be provided by School Nurse, i.e., medication, administration, emergency care, crisis intervention or if directed by the administration.
 4. Itinerant nurses who are assigned to a building for a day shall be considered permanent in that building for that day and shall be eligible for compensation under this section if the itinerant nurse must travel to a standby school.
 5. Pre-school collaborative nurses are not considered standby nurses at the schools to which they are regularly assigned.
 6. Schools with annexes shall be excluded from coverage pay for the nurse from the school with the annex, with the exception of Ridge Street Annex.

ARTICLE VIII

LEAVES

Section 1 - Sick and Personal Leaves

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

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

ployees hired between October 16 and March 15 will be granted three (3) personal days, employees hired on or after March 16 will be granted one (1) personal day.

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

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

EXCEPTIONS:

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

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

- G. ANNUAL CONVERSION OF UNUSED PERSONAL DAYS
Employees who use no more than a total of five (5) sick and/or personal days during a school year may at their option, either (1) receive compensation for the unused personal days at the end of the school year at the rate of two hundred dollars (\$200) per day or (2) carry over the unused personal days to the next school year as accumulated sick leave days.

The maximum payment is one thousand dollars (\$1,000). Election must be made by the last day of the school year. No employee shall be allowed to increase his or her accumulated leave by any combination of unused sick and personal days by more than 15 days in any one year pursuant to N.J.S.A. 18A:30-7.

Section 2 - Maternity Leave

- A. Upon certification by a competent physician and application by a Nurse, a leave for maternity shall be granted by the Board for a period of no more than one (1) Year.
- B. A Nurse on maternity leave shall be reinstated at any time during the period of such leave upon request of the nurse, upon thirty (30) days written notice and certification by a licensed physician of the nurse's ability to perform the duties and responsibilities of her position.
- C. Nurses returning from maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective. Salary placement shall be at the step as when the leave became effective, except that when the nurse has completed ninety (90) days or more of a school year, it shall count as a full year.
- D. Seniority rights shall be maintained during the period of such absence.

Section 3 - Military Leave

- A. Military leave of absence without pay will be granted to a permanent nurse inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress.
- B. Upon return to the school system, such inducted nurse will be placed on a step of the salary scale as if she/he had never left.
- C. The nurse returning from military service will be reinstated and will retain seniority as if she/he had never left.

- D. Nurses called for active reserve duty for periods up to two (2) weeks shall suffer no loss of pay or benefits for such periods

Section 4 - Existing Leave

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

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

A request to take bereavement leave at a time other than in conjunction with the death must be made to the employees' immediate supervisor within seven (7) days of the death. Bereavement leave shall be taken within six (6) months of the death.
 - 2. The Board will require verification of relationship within five (5) working days immediately following the employee's return to work.
- B. Absence on account of court subpoena. The Board shall not grant leave with pay for any court matter of a personal nature, i.e. divorce, custody, tenancy, etc. The employee shall be required to abide by Circular #305. Leave with pay will be granted for worker's compensation appearances upon presentation of proper written documentation to the Office of Labor and Employee Relations.

- C. Quarantine as defined by the City of Newark Department of Health.
- D. Attendance at conferences when excused by the State District Superintendent.
- E. The State District Superintendent may grant two (2) weeks furlough without pay for the marriage of a nurse.

Section 5 - Maintenance of Rights and Benefits

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

Section 6 - Notice of Retirement/Resignation

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

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

1. FIRST 90 DAYS

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

2. 91 – 150 DAYS

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

3. 151 – 250 DAYS

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

4. OVER 250 DAYS

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

5. REQUIREMENT

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

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

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

1. FIRST 90 DAYS

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

2. 91-150 DAYS

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

3. 151 – 250 DAYS

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

4. OVER 250 DAYS

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

5. REQUIREMENT

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

C. Incentive/Penalty structure for timely notice of retirement

1. For notification of retirement effective July 1 each year:
 - 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 she/he provided notice of at least 90 days.
 - A nurse who provides notice prior to December 1 of the school year in which she/he will retire will receive a maximum premium of ten percent (10%).

2. For notification of retirement effective any date (July 1 or otherwise) - In the event a nurse does not provide notice within the 90-day required deadline, the following deductions will be made:
 - 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.
3. A person with extenuating circumstances may seek a waiver of the penalty if approved by the district. Such approval will not be unreasonably withheld. Significant changes in the lifestyle of an individual, such as the health of the individual or their spouse/partner or other significant family member, death, or divorce or separation would be among those changes considered. Approval for waiver of the penalty shall be within the sole discretion of the Superintendent.

Section 7 - Association Leaves

- A. The President of the Newark Teachers Association shall have the right to request and then shall be granted an unpaid leave of absence to perform the duties of that office without pay or benefits.
- B. A leave of absence shall be granted to Newark Teachers' Association Representatives upon personal request and that of the NTA to work for the Newark Teachers' Association without pay or benefits.
- C. No more than three (3) such leaves of absence shall be granted at any one time. Such leaves shall be granted for a period of not more than one academic year and shall be renewed upon request of the employee and certification by the Newark Teachers' Association.

- D. When any individual granted such leave of absence returns to regular employment with the Board she/he shall be placed on the step of the salary schedule that she/he would have attained had she/he been continuously employed during such absence. There shall be no loss of seniority or any other right available to him/her under the law or the terms of this agreement because of such leave of absence. The period of the leave shall not be included in computing length of service of the time required to attain tenure.
- E. Any employee granted such leave of absence shall have the right to maintain the same health plan available to Board employees for hospital costs, medical surgical benefits, major medical insurance, and any other such benefits upon regular payment on her/his behalf to the Board, Benefits Office of amounts sufficient to cover the cost to the Board for continued participation in such employee health plans, provided the Board insurers will permit it.
- F. Effective July 1, 2007, the District shall grant leave with pay to any NTA officer(s) or member(s) designated by the NTA President to attend to Association business, to attend Association events or to serve NEA and/or NJEA in an official capacity, up to an aggregate of five (5) days school per year with pay with a limit of two (2) nurses per day. This leave shall not include meetings for the purpose of negotiations during the school day.

Section 8 - Reporting Absences

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

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

Section 9 - Family Leave Act and Family and Medical Leave Act

- A. Employees taking leave pursuant to either the New Jersey Family Leave Act (FLA) or the Federal Family and Medical Leave act (FMLA) will be required to fulfill all the requirements of the Act selected, including when appropriate, the inclusion of sick leave, personal leave, vacation days, etc., in the leave.
- B. Permitted Purposes for Leave
 - 1. FLA—Serious Health condition of spouse, child, parent including parent-in-law, or the birth or placement for adoption of a child.
 - 2. FLMA—Serious health condition of spouse, child or parent, or the employee’s own serious health condition, or the birth or placement for adoption or foster care of a child.

C. Seniority

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

D. Attendance Improvement Plan

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

ARTICLE IX

ASSOCIATION RIGHTS

Section 1 - Negotiations On School Time

- A. Time for negotiations will be mutually agreed upon by the Association and the Board. Members of the Association’s Negotiating Committee shall be granted Administrative Leave

with pay if negotiations take place on school time. No more than three (3) nurses and one (1) NTA member who is not a nurse, shall have the right to receive pay under this provision.

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

Section 2 - School Visitation by Association Representatives

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

Section 3 - Advisory Board Agenda

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

Section 4 - Leave for Association Conventions

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

ARTICLE X

GRIEVANCE PROCEDURE

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

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

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

F. TIMES FOR MEETINGS OR HEARINGS

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

PROCEDURE

STEP 1

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

STEP 2

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

therefore to the employee, the Association and the Office of Labor and Employee Relations within five (5) school days after the written grievance has been submitted to her by the employee.

STEP 3

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

STEP 4

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

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

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

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

GENERAL PROVISIONS

- A. If the decision to be given by the employee's immediate administrative supervisor or the State District Superintendent/designee in accordance with the applicable provisions under "Step 1", "Step 2", or "Step 3" above are not given within the respective times by the said provisions specified, the employee shall have the right to proceed with her/his appeal to the next step or in the case of the decision specified under "Step 3", to request arbitration within the same time to the same

parties and in the same manner as she/he would be required to give if a decision adverse to her/his had been rendered on the outside date prescribed above for rendering decisions under Step "2" or Step "3".

- B. If the employee fails to submit her/his written grievance within the time specified in the provisions under "Step 2" above, or if she/he fails to give within the prescribed time written notice of the request for arbitration mentioned under "Section 4" above, the grievance shall be deemed to have been waived. Time limits specified in this Article as to things to be done at any step may be extended by agreement between the parties.
1. Any written notice to be given hereunder by the nurse to her/his supervisor or to the State District Superintendent/designee may be given by hand, or by leaving it with a person in charge of the office of such supervisor, or of the State District Superintendent, or by mailing it by certified mail, return receipt requested, addressed to such superior, or to the State District Superintendent/designee at their respective offices.
 2. Such notice to be given to the association may be given by hand to the President of the Association or by mailing it by certified mail, return receipt requested addressed to the Association at its offices.
 3. The date of mailing shall be counted as the date of giving notice by the employee to her supervisor, the State District Superintendent under this Article, but if a notice or decision of the employee's supervisor, the State District Superintendent designee is given to the employee by certified mail, the time within the employee may give notice of appeal as provided under Step "3" or notice of request for arbitration as provided under Step "4" above shall be increased by two (2) days.
- C. Persons proper to be present for the purpose of this Article are defined as the aggrieved, the appropriate Association and Board representatives and witnesses. When hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

- D. A grievance arising from the action of a Supervisor, Director, or Coordinator attached to the Central Office, will first be discussed with the official, if not resolved informally, it may be processed in accordance with Steps “3” and “4”.
- E. Nothing in this contract shall be construed as compelling the Association to submit a grievance to arbitration.
- F. No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such arbitration.
- G. In the event that a grievance is carried to “Step 2” the Association shall be immediately notified. The time for a meeting or hearing at all steps other than “Step 1” within the prescribed time limit shall be fixed by mutual agreement.
- H. In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year.
- I. Official grievances shall not be placed in the personnel file of the employee, nor shall they be utilized in the promotional process or any recommendation for job placement.
- J. Any form for the appropriate filing of a grievance shall be mutually agreed to by the parties and made available in the office of the principal in every school.

ARTICLE XI

EMPLOYEE PROTECTION

Section 1 - Statutory

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

Section 2 - Job Action

- A. In the event of a job action by any employee group that prevents nurses from entering a school building they shall contact the Bureau of Health Education and Services for instructions as to what to do.
- B. The State District Superintendent or designee shall make the decision as to procedure at this time and so direct the Director of the Department.

ARTICLE XII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Section 1 - Professional Development

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

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

1. To seek funds from public or foundation sources to provide training opportunities as described previously in this Article.
 2. To prepare any proposals necessary for obtaining such funds with the assistance of any Board staff experienced in preparing such proposals.
 3. To plan, implement, and evaluate any programs which might result if and when such funds might become available.
- C.
1. The Board shall establish a Professional Improvement Fund, based upon budgetary limitations as set forth below, to be made available to Nurses for expenses incurred in the attendance at professional conventions, conferences, workshops, or other similar events which may promote professional improvements, excluding tuition for graduate credits and/or school nurse certification; such attendance shall be permitted without any loss of wages or personal days.
 2. Effective July 1, 2007, The Board will provide funds in the amount of \$23,000 each year for the duration of this agreement.
 3. Effective July 1, 2020, each nurse will be limited to a maximum of one thousand dollars (\$1000) per school year for professional improvement.
 4. A maximum of five (5) nurses shall be permitted to attend a conference/event at any given time during the school year (September to June). Relevant New Jersey statute(s) and the District's travel policy must be adhered to.

- D. Directors will meet with new employees prior to the placement in a school. Said meeting will be held in the Office of Health Services and include School nurse district policies and procedures.
- E. The Staff Development and Training Department in cooperation with the Office of Health Services will provide a minimum of three (3) district wide professional development programs for all Newark Public School nurses, including those assigned to the Office of Early Childhood. The professional development programs may include up to ten (10) continuing education units per year when the Health Services budget permits.

Section 2 - Tuition Reimbursement Program

Effective October 16, 2017 the NPS agrees to reimburse the cost of tuition not to exceed \$350 per credit for courses receiving prior approval from the School Business Administrator's Office. Effective October 16, 2017, the number of credits eligible for reimbursement shall be twelve (12) credits per employee per year. Effective September 1, 2007, the NPS's total cost for tuition reimbursement shall not exceed \$26,500 per year.

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

- B. Courses which include study in the following areas shall be approved for reimbursement:
1. Nursing/teaching skills
 2. Values clarification
 3. Learning theory (e.g. health)
 4. Writing across content areas
 5. Critical thinking skills
 6. Curriculum development
 7. Classroom management
 8. Contemporary Social issues
 9. Subject matter course (s) in the nurse's area(s) of certification
- C. Non-specific Generic Foundation courses in the following study areas:
1. Drug and alcohol abuse awareness
 2. Suicide awareness
 3. School law
 4. Contemporary health issues awareness
 5. Computer literacy
 6. Development psychology
- D. Applications for reimbursement shall be submitted no later than forty-five (45) days prior to the beginning of the college academic term.
- E. Written approval for tuition reimbursement must be received from the School Business Administrator's Office prior to registration in a prescribed form available in the School Business Administrator's Office.
- F. One hundred percent (100%) payment for the above shall be forthcoming within forty-five (45) days upon receipt of official evidence of satisfactory completion of coursework. For the purpose of this program satisfactory is equivalent to a 'B' or better. Fifty percent (50%) reimbursement will be for grade 'C.' No reimbursement will be given for a grade of 'D' or 'F'. For pass/fail classes, if the employee receives a passing grade the class shall be fully reimbursed (100%). The employee will not receive any reimbursement for a failing grade.

- G. A nurse will be limited to three (3) credits per year. Effective July 1, 2005, this will increase to six (6) credits per person per year.
- H. Nurses approved for tuition reimbursement shall forfeit the value of the reimbursement if the nurse resigns/retires for the District within three (3) years of the date the nurse received the reimbursement. A nurse shall not receive reimbursement for such course(s) if she/he indicates in writing the intent to leave the District prior to receipt of notice of official satisfactory completion of the course.

ARTICLE XIII

SPONSOR FOR STUDENT ACTIVITIES

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

ARTICLE XIV

ASSIGNMENT AND TRANSFER

Section 1 - Voluntary Transfer

- A. 1. Employees who wish to make application for transfer or assignment shall submit their request in writing, no later than March 15th of each year, to the Talent Office and the Director of Health Services. Such applications shall include in order of preference, the school or schools desired. Said requests will be kept on file for one school year only. If an employee does not receive the requested assignment, she/he shall take a new request for the following school year, if she/he still desires a transfer or a change in assignment.

2. Failure to submit a request prior to March 15th shall not preclude any Nurse from applying for any nurses' position that is posted as required by Section 2 of this article.
- B. The determination of the State District Superintendent on applications for transfer or assignment shall be made for good cause and shall in no case be based on any personal bias or vindictiveness against any applicant.
 - C. Upon written request, any employee who has applied for, but has not been granted a transfer, will be given an explanation, in writing for said denial of transfer. Such written request for explanation as described above shall be submitted to the Talent Office within ten (10) days of notice that transfer request has been denied.

Section 2 - School Assignments

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

ARTICLE XV

PROMOTIONAL POSTING

Section 1 - New Positions

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

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

- C. Give all employees in the unit full and equal opportunity to apply and complete for such positions.

Section 2 - Applications

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

Section 3 - Nurse Practitioner

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

ARTICLE XVI

MISCELLANEOUS

Section 1 - Statement of Sick Leave

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

Section 2 - Protection of Records

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

Section 3 - Child Study Team

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

Section 4 - Discretionary Fund

The Board and the Association agree to continue the nurse's discretionary fund. Effective September 1, 2020 an amount of one-hundred fifty dollars (\$150.00) per nurse shall be made available by the Board in each year. This money can be utilized by nurses for supplies that are in direct support of their duties, including but not limited to health information, bulletin board supplies, posters, pamphlets, office supplies, ink for printers, medical supplies, and paper. Items can be shipped to the nurse's home or their school site if they are ordered online. In any event, no payments will be made after June, each year.

Section 5 - Nurse's Records

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

Section 6 - Office Space

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

- H. All confidential records shall be stored in compliance with HIPAA and FERPA regulations at all times.

Section 7 - Equipment

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

Section 8 - Supply Delivery

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

Section 9 - Travel Reimbursement

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

Section 10 - Professional Nurse Practice Council

Effective July 1, 2020, a Professional Nurse Practice Council shall be established as a collaborative workgroup between the school nurses and the Board. The nursing representatives on the Council will be appointed by the Association and composed of (1) nurse from the Office of Early Childhood, one (1) nurse from a High School, one (1) nurse from a Middle School and one (1) nurse from an elementary school. The Board shall be represented on the Council by the Director of Health Services, the Supervisor of Early Childhood nurses and the Executive Director of Early Childhood. The Council will be co-chaired by a Certified school nurse who is a Member of the Council, and a representative from the Administration.

A Shared governance is a way for nurses to have a voice in their nursing practice and our schools' health care services using evidence-based practices. The Council will bring to attention best practices, and collaborate on topics related to, nursing quality and clinical practice standards, issues, policies and procedures, and students' overall health and academic outcomes, as they specifically relate to the success of the Whole child/student.

The purpose of this council is to ensure that reliable high quality and evidence-based nursing care standards are established and disseminated across the continuum of care. The functions of this council include: Monitor changes in practice for deviations from standards and make recommendations for corrective action and assist in the proposal and writing of new policies and the enhancement of current policies to align/reflect current research and best practices.

The Council will meet at least four (4) times per year (on mutually agreed upon dates in October, January, March and May unless otherwise determined by the Council). The agenda will be mutually developed by the nursing and Board representatives on the Council. Nurses on the Council will be released at 1:30 on meeting days and the meetings will begin at approximately 2:00 pm. The duration of the meetings will be determined by the agenda.

Section 11 - Personnel File

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

Section 12 – Field Trip Assignments

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

ARTICLE XVII

MANAGEMENT RIGHTS

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

ARTICLE XVIII

CONFORMITY TO LAW AND SAVINGS CLAUSE

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

ARTICLE XIX

DUES DEDUCTION AND AGENCY SHOP FEES

Section 1 - Dues Deduction

- A. The Board agree to continue to deduct from the salary of its employees dues for the Association, as said employees individually and voluntarily authorize. The Board will remit dues deducted from the members supported by a schedule listing names and amounts within twenty (20) days after the end of the month. Dues shall be deducted each pay period at the rate prescribed in writing by the Association.

- B. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.

Section 2 - Workplace Democracy Enhancement Act

The parties agree to abide by all relevant provisions of the Workplace Democracy Enhancement Act.

ARTICLE XX

WORKER'S COMPENSATION

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

ARTICLE XXI

EMPLOYEE ASSISTANCE PROGRAM

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

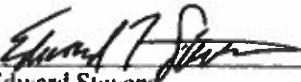
ARTICLE XXII

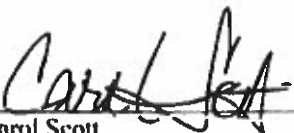
DURATION


This Agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of July 1, 2019 and shall continue to remain in full force and effect until June 30, 2024.

**NEWARK TEACHERS' ASSOCIATION
NJEA**


Elaine Elliott
President of Newark Teachers Association


Edward Stevens
NJEA UniServ Representative


Carol Scott
1st Vice President, NTA


Bernadine Constable
President of NPS Nurses Association



Robin McBride
School Nurse, Team Member


Susan Stabile
School Nurse, Team Member

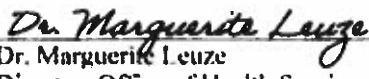
Date: May 8, 2020

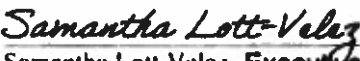
NEWARK BOARD OF EDUCATION


Roger Leon
Superintendent of Schools


JoAnne Watson
Executive Director
Labor and Employee Relations


Raymond A. Cassetta
Labor Consultant


Dr. Marguerite Leuze
Director, Office of Health Services


Samantha Lott Velez, Executive
Director, Office of Early Childhood

Date: May 15, 2020

EXHIBIT A: SALARY GUIDES 2019-20 to 2023-24

BACHELORS DEGREE - Certified School Nurse

2019-20		2020-21		2021-22		2022-23		2023-24	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
1-2	\$54,000	1	\$54,500	1	\$55,000	1	\$55,500	1	\$55,500
3	\$54,600	2-3	\$55,200	2	\$56,000	2	\$56,500	2	\$56,500
4	\$55,200	4	\$56,100	3-4	\$56,850	3	\$57,500	3	\$57,500
5	\$56,363	5	\$56,700	5	\$57,550	4-5	\$58,500	4	\$58,500
6	\$57,426	6	\$57,526	6	\$58,050	6	\$59,500	5-6	\$60,100
7	\$59,684	7	\$59,404	7	\$59,884	7	\$60,800	7	\$61,100
8-9	\$61,110	8	\$61,110	8	\$61,310	8	\$61,400	8	\$62,400
10-11	\$63,887	9-10	\$62,788	9	\$62,988	9	\$63,500	9	\$63,000
12	\$65,550	11-12	\$65,550	10-11	\$64,087	10	\$64,600	10	\$65,100
13	\$69,154	13	\$69,154	12-13	\$69,154	11-12	\$66,250	11	\$66,200
14	\$73,283	14	\$73,283	14	\$73,283	13-14	\$73,283	12-13	\$70,100
15	\$77,000	15	\$77,000	15	\$77,000	15	\$77,000	14-15	\$77,000
16	\$82,000	16	\$82,000	16	\$82,000	16	\$82,000	16	\$82,000
17	\$87,000	17	\$87,000	17	\$87,000	17	\$87,000	17	\$87,000
18	\$91,266	18	\$91,266	18	\$93,046	18	\$93,775	18	\$94,505
19	\$97,041	19	\$98,041	19	\$99,091	19	\$100,550	19	\$102,010

BACHELORS DEGREE - Non-CSN RN

2019-20		2020-21		2021-22		2022-23		2023-24	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
1-2	\$45,900	1	\$46,325	1	\$46,750	1	\$47,175	1	\$47,175
3	\$46,410	2-3	\$46,920	2	\$47,600	2	\$48,025	2	\$48,025
4	\$46,920	4	\$47,685	3-4	\$48,323	3	\$48,875	3	\$48,875
5	\$47,909	5	\$48,195	5	\$48,918	4-5	\$49,725	4	\$49,725
6	\$48,812	6	\$48,897	6	\$49,343	6	\$50,575	5-6	\$51,085
7	\$50,731	7	\$50,493	7	\$50,901	7	\$51,680	7	\$51,935
8-9	\$51,944	8	\$51,944	8	\$52,114	8	\$52,190	8	\$53,040
10-11	\$54,304	9-10	\$53,370	9	\$53,540	9	\$53,975	9	\$53,550
12	\$55,718	11-12	\$55,718	10-11	\$54,474	10	\$54,910	10	\$55,335
13	\$58,781	13	\$58,781	12-13	\$58,781	11-12	\$56,313	11	\$56,270
14	\$62,291	14	\$62,291	14	\$62,291	13-14	\$62,291	12-13	\$59,585
15	\$65,450	15	\$65,450	15	\$65,450	15	\$65,450	14-15	\$65,450
16	\$69,700	16	\$69,700	16	\$69,700	16	\$69,700	16	\$69,700
17	\$73,950	17	\$73,950	17	\$73,950	17	\$73,950	17	\$73,950
18	\$77,576	18	\$77,576	18	\$79,089	18	\$79,709	18	\$80,329
19	\$82,485	19	\$83,335	19	\$84,227	19	\$85,468	19	\$86,709

EARNED MASTERS DEGREE - Certified School Nurse									
2019-20		2020-21		2021-22		2022-23		2023-24	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
1-2	\$55,000	1	\$56,500	1	\$57,000	1	\$57,500	1	\$57,500
3	\$55,600	2-3	\$57,200	2	\$58,000	2	\$58,500	2	\$58,500
4	\$56,200	4	\$58,100	3-4	\$58,850	3	\$59,500	3	\$59,500
5	\$57,363	5	\$58,700	5	\$59,550	4-5	\$60,500	4	\$60,500
6	\$58,426	6	\$59,526	6	\$60,050	6	\$61,500	5-6	\$62,100
7	\$60,684	7	\$61,404	7	\$61,884	7	\$62,800	7	\$63,100
8-9	\$62,110	8	\$63,110	8	\$63,310	8	\$63,400	8	\$64,400
10-11	\$64,887	9-10	\$64,788	9	\$64,988	9	\$65,500	9	\$65,000
12	\$66,550	11-12	\$67,550	10-11	\$66,087	10	\$66,600	10	\$67,100
13	\$70,154	13	\$71,154	12-13	\$71,154	11-12	\$68,250	11	\$68,200
14	\$74,283	14	\$75,283	14	\$75,283	13-14	\$75,283	12-13	\$72,100
15	\$78,000	15	\$79,000	15	\$79,000	15	\$79,000	14-15	\$79,000
16	\$83,000	16	\$84,000	16	\$84,000	16	\$84,000	16	\$84,000
17	\$88,000	17	\$89,000	17	\$89,000	17	\$89,000	17	\$89,000
18	\$92,266	18	\$93,266	18	\$95,046	18	\$95,775	18	\$96,505
19	\$98,041	19	\$100,041	19	\$101,091	19	\$102,550	19	\$104,010

EARNED MASTERS DEGREE - Non-CSN RN									
2019-20		2020-21		2021-22		2022-23		2023-24	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
1-2	\$46,750	1	\$48,025	1	\$48,450	1	\$48,875	1	\$48,875
3	\$47,260	2-3	\$48,620	2	\$49,300	2	\$49,725	2	\$49,725
4	\$47,770	4	\$49,385	3-4	\$50,023	3	\$50,575	3	\$50,575
5	\$48,759	5	\$49,895	5	\$50,618	4-5	\$51,425	4	\$51,425
6	\$49,662	6	\$50,597	6	\$51,043	6	\$52,275	5-6	\$52,785
7	\$51,581	7	\$52,193	7	\$52,601	7	\$53,380	7	\$53,635
8-9	\$52,794	8	\$53,644	8	\$53,814	8	\$53,890	8	\$54,740
10-11	\$55,154	9-10	\$55,070	9	\$55,240	9	\$55,675	9	\$55,250
12	\$56,568	11-12	\$57,418	10-11	\$56,174	10	\$56,610	10	\$57,035
13	\$59,631	13	\$60,481	12-13	\$60,481	11-12	\$58,013	11	\$57,970
14	\$63,141	14	\$63,991	14	\$63,991	13-14	\$63,991	12-13	\$61,285
15	\$66,300	15	\$67,150	15	\$67,150	15	\$67,150	14-15	\$67,150
16	\$70,550	16	\$71,400	16	\$71,400	16	\$71,400	16	\$71,400
17	\$74,800	17	\$75,650	17	\$75,650	17	\$75,650	17	\$75,650
18	\$78,426	18	\$79,276	18	\$80,789	18	\$81,409	18	\$82,029
19	\$83,335	19	\$85,035	19	\$85,927	19	\$87,168	19	\$88,409

EARNED DOCTORATE- Certified School Nurse									
2019-20		2020-21		2021-22		2022-23		2023-24	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
1-2	\$56,000	1	\$58,500	1	\$59,000	1	\$59,500	1	\$59,500
3	\$56,600	2-3	\$59,200	2	\$60,000	2	\$60,500	2	\$60,500
4	\$57,200	4	\$60,100	3-4	\$60,850	3	\$61,500	3	\$61,500
5	\$58,363	5	\$60,700	5	\$61,550	4-5	\$62,500	4	\$62,500
6	\$59,426	6	\$61,526	6	\$62,050	6	\$63,500	5-6	\$64,100
7	\$61,684	7	\$63,404	7	\$63,884	7	\$64,800	7	\$65,100
8-9	\$63,110	8	\$65,110	8	\$65,310	8	\$65,400	8	\$66,400
10-11	\$65,887	9-10	\$66,788	9	\$66,988	9	\$67,500	9	\$67,000
12	\$67,550	11-12	\$69,550	10-11	\$68,087	10	\$68,600	10	\$69,100
13	\$71,154	13	\$73,154	12-13	\$73,154	11-12	\$70,250	11	\$70,200
14	\$75,283	14	\$77,283	14	\$77,283	13-14	\$77,283	12-13	\$74,100
15	\$79,000	15	\$81,000	15	\$81,000	15	\$81,000	14-15	\$81,000
16	\$84,000	16	\$86,000	16	\$86,000	16	\$86,000	16	\$86,000
17	\$89,000	17	\$91,000	17	\$91,000	17	\$91,000	17	\$91,000
18	\$93,266	18	\$95,266	18	\$97,046	18	\$97,775	18	\$98,505
19	\$99,041	19	\$102,041	19	\$103,091	19	\$104,550	19	\$106,010

EARNED DOCTORATE - Non-CSN RN									
2019-20		2020-21		2021-22		2022-23		2023-24	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
1-2	\$47,600	1	\$49,725	1	\$50,150	1	\$50,575	1	\$50,575
3	\$48,110	2-3	\$50,320	2	\$51,000	2	\$51,425	2	\$51,425
4	\$48,620	4	\$51,085	3-4	\$51,723	3	\$52,275	3	\$52,275
5	\$49,609	5	\$51,595	5	\$52,318	4-5	\$53,125	4	\$53,125
6	\$50,512	6	\$52,297	6	\$52,743	6	\$53,975	5-6	\$54,485
7	\$52,431	7	\$53,893	7	\$54,301	7	\$55,080	7	\$55,335
8-9	\$53,644	8	\$55,344	8	\$55,514	8	\$55,590	8	\$56,440
10-11	\$56,004	9-10	\$56,770	9	\$56,940	9	\$57,375	9	\$56,950
12	\$57,418	11-12	\$59,118	10-11	\$57,874	10	\$58,310	10	\$58,735
13	\$60,481	13	\$62,181	12-13	\$62,181	11-12	\$59,713	11	\$59,670
14	\$63,991	14	\$65,691	14	\$65,691	13-14	\$65,691	12-13	\$62,985
15	\$67,150	15	\$68,850	15	\$68,850	15	\$68,850	14-15	\$68,850
16	\$71,400	16	\$73,100	16	\$73,100	16	\$73,100	16	\$73,100
17	\$75,650	17	\$77,350	17	\$77,350	17	\$77,350	17	\$77,350
18	\$79,276	18	\$80,976	18	\$82,489	18	\$83,109	18	\$83,729
19	\$84,185	19	\$86,735	19	\$87,627	19	\$88,868	19	\$90,109

LEGACY MASTERS DEGREE - Certified School Nurse									
2019-20		2020-21		2021-22		2022-23		2023-24	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
7	\$57,319								
8	\$58,116	8	\$58,419						
9	\$58,925	9	\$59,216						
10	\$60,283	10	\$60,283						
11	\$61,225	11	\$61,383	9-11	\$61,383				
12	\$65,618	12	\$65,618	12	\$65,618	10-12	\$65,700		
13	\$71,864	13	\$71,864	13	\$71,889	13	\$72,200	11-14	\$72,200
14	\$79,131	14	\$79,131	14	\$79,156	14	\$79,300	14	\$79,300
15	\$84,613	15	\$84,613	15	\$84,638	15	\$84,800	15	\$84,800
16	\$89,934	16	\$89,934	16	\$91,726	16	\$92,535	16	\$93,265
17	\$96,764	17	\$97,764	17	\$98,814	17	\$100,270	17	\$102,300

LEGACY MASTERS DEGREE - Non-CSN RN									
2019-20		2020-21		2021-22		2022-23		2023-24	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
7	\$48,721								
8	\$49,399	8	\$49,656						
9	\$50,086	9	\$50,334						
10	\$51,241	10	\$51,241						
11	\$52,041	11	\$52,176	9-11	\$52,176				
12	\$55,775	12	\$55,775	12	\$55,775	10-12	\$55,845		
13	\$61,084	13	\$61,084	13	\$61,106	13	\$61,370	11-14	\$61,370
14	\$67,261	14	\$67,261	14	\$67,283	14	\$67,405	14	\$67,405
15	\$71,921	15	\$71,921	15	\$71,942	15	\$72,080	15	\$72,080
16	\$76,444	16	\$76,444	16	\$77,967	16	\$78,655	16	\$79,275
17	\$82,249	17	\$83,099	17	\$83,992	17	\$85,230	17	\$86,955

LEGACY MA+30 & PhD GUIDE - Certified School Nurse									
2019-20		2020-21		2021-22		2022-23		2023-24	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
8	\$61,276								
9	\$61,650	9	\$62,376						
10	\$62,363	10	\$62,750						
11	\$63,765	11	\$63,765	10-11	\$64,000				
12	\$68,290	12	\$68,290	12	\$68,315	11-12	\$68,500		
13	\$73,354	13	\$73,354	13	\$73,379	13	\$73,600	12-13	\$73,600
14	\$80,320	14	\$80,320	14	\$80,345	14	\$80,600	14	\$80,600
15	\$86,387	15	\$86,387	15	\$86,412	15	\$86,600	15	\$86,600
16	\$92,113	16	\$92,113	16	\$93,905	16	\$94,730	16	\$95,460
17	\$99,349	17	\$100,349	17	\$101,399	17	\$102,860	17	\$104,743

LEGACY MA+30 & PhD GUIDE - Non-CSN RN									
2019-20		2020-21		2021-22		2022-23		2023-24	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
8	\$52,085								
9	\$52,403	9	\$53,020						
10	\$53,009	10	\$53,338						
11	\$54,200	11	\$54,200	10-11	\$54,400				
12	\$58,047	12	\$58,047	12	\$58,068	11-12	\$58,225		
13	\$62,351	13	\$62,351	13	\$62,372	13	\$62,560	12-13	\$62,560
14	\$68,272	14	\$68,272	14	\$68,293	14	\$68,510	14	\$68,510
15	\$73,429	15	\$73,429	15	\$73,450	15	\$73,610	15	\$73,610
16	\$78,296	16	\$78,296	16	\$79,819	16	\$80,521	16	\$81,141
17	\$84,447	17	\$85,297	17	\$86,189	17	\$87,431	17	\$89,032