

**Memorandum of Agreement Between the Elizabeth Education Association and the
Elizabeth Board of Education**

This Memorandum of Agreement, hereinafter referred to as the “MOA,” incorporates the full, final and complete agreement between the Elizabeth Education Association, hereinafter referred to as the “Association,” the Elizabeth Board Education, hereinafter referred to as the “Board,” and collectively referred to as the “parties,” through their respective representatives, and incorporate the terms set forth below, which shall commence on July 1, 2022, and shall conclude on June 30, 2025. A full and complete agreement incorporating the changes set forth in this MOA will be prepared and reviewed by counsel for each party. Upon completion of this review, the Agreement will be executed by the parties. If, however, either party recommends revisions to the Agreement, the parties will discuss and negotiate same. The parties acknowledge that this MOA shall modify certain articles and provisions of the parties' prior Collective Negotiating Agreement, hereinafter referred to as the “CNA,” which expired on June 30, 2022. The parties agree to adjust the salaries of the Negotiating unit members in accordance with the provisions presented in this MOA.

The Board and the Association understand and agree that there shall be no changes in the existing terms and conditions of employment between the parties unless specified below or captured in the attached, in mutually revised contracts, with the exception of Article XX of the Collective Negotiating Agreement for the Custodians, Drivers and Bus Attendants. The parties agree and acknowledge that there are issues relating to Article XX, presently before PERC by way of an Unfair Practice Charge and that it is the parties' mutual desire to resolve all other agreed-upon issues notwithstanding the pendency of the aforesaid PERC Matter. Therefore, the parties agree that they will continue negotiations through May 30, 2023, with

respect to Article XX notwithstanding this Memorandum of Agreement and the mutually revised contracts. In the event that the parties do not reach an agreement at the conclusion of such negotiations, then the parties agree that the pending PERC claim in connection with Article XX shall proceed to a determination by PERC. This agreement is without waiver or prejudice to the Association's pending PERC claim and the Association reserves all rights with respect thereto.

The parties agree that they shall submit this MOA for a ratification vote on or before June 30, 2023. As such, this MOA is subject to and conditioned upon ratification by the membership of the Association and the Board. All exhibits attached hereto shall be incorporated by reference.

The Elizabeth Education Association Accepted Proposals

PROPOSAL A1

Bargained Salary Changes

- I. School Year 2022-2023
 - A. Salary adjustments of 4.00%, inclusive of increment, shall be reflective of the agreed-upon scattergram for the 2022-2023 school year resulting in total salaries to be paid in an amount not to exceed \$291,861,585.
- II. School Year 2023-2024
 - A. Salary adjustments of 3.90%, inclusive of increment, shall be reflective of the agreed-upon scattergram for the 2023-2024 school year resulting in total salaries to be paid in an amount not to exceed \$303,244,186.
- III. School Year 2024-2025
 - A. Salary adjustments of 3.75%, inclusive of increment, shall be reflective of the agreed-upon scattergram for the 2024-2025 school year resulting in total salaries to be paid in an amount not to exceed \$314,615,843.
- IV. All hourly rates, curriculum rates and other special rates shall increase in accordance with the settlement percentages.
- V. The parties agree to retroactive payment as of July 1, 2022 in regards to, but not limited to, salary, overtime, hourly rates, stipends etc. All members shall be made whole.

PROPOSAL A3:

Article XXIII Premium Pay (Custodians, Drivers & Bus Attendants)

When custodians, drivers, and/or utility workers are required to come in for weekend duties, they shall be guaranteed no less than two (2) hours of premium pay upon arrival at the worksite. In the event that an assignment of overtime is canceled, the

employee shall be notified no less than three hours prior to the scheduled time of arrival.

PROPOSAL A4:

Article XXIV: Secretaries

II. Vacation

- A. Twelve (12) Month Secretaries receive vacation time according to the following provisions annually:

Years of Service	Vacation
1-6	10
7-12	15
13+	22

PROPOSAL A5:

Article XIII: Hourly Rate, Stipends, and Longevity

II. Stipends

1. Any teacher assigned an additional teaching period beyond the regular schedule shall be paid a stipend at $\frac{1}{7}$ of a teacher's first step of the Bachelor's salary guide for that particular year.

PROPOSAL A6*:

*Administration will create a Bulletin entitled Master Schedule and include guidance regarding consecutive teaching periods at the secondary level regarding the course load.

PROPOSAL A7:

Article XXII: Specific Considerations for Certified Staff

IV. High School Work Day

1. Any high school teacher whose student load is 160 or greater shall not have a daily Duty period assigned.
2. The teacher workday shall be eight (8) periods each of forty-seven (47) continuous minutes as follows:

	Five Days a Week
Lunch	one (1) Period
Preparation Period	one (1) Period
Instruction of Students	five (5) Instructional Periods

Duty Period	one (1) Period Coverage-duty/Common Planning/Professional Learning Community (PLC)
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PROPOSAL A8:

Article XXII: Specific Considerations for Certified Staff

- III. Grades Kindergarten through Eight.
 - C. Elementary Physical Education Teachers will teach no more than two homerooms simultaneously.

PROPOSAL A9:

Article IV: Communications Between the Association and the Board

- I. Whenever any notice is required to be given by either parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by electronic communication or registered mail at the following addresses:
 - A. If by the Association to the Board at 500 North Broad Street, Elizabeth, New Jersey, 07208.
 - B. If by the Board to the Association at 717 Westfield Avenue, Elizabeth NJ, 07208.

PROPOSAL A11:

Article XXII: Specific Considerations for Certified Staff

- VI. Guidance Counselors and Child Study Team (CST) Members
 - A. Guidance Counselors and CST members shall follow the teachers' ten (10) month school calendar from September through June.
 - B. All CST members shall work a maximum of sixteen (16) extended days in July or August during summer recess.
 - 1. In the event of a late school year closure impacting the start of summer work schedule, the scheduling of the sixteen (16) days may extend into August.
 - C. All Guidance Counselors shall work a maximum of twenty (20) regular days over the course of July and August.
 - D. Daily work hours for regular days during July and August shall be 8:00-3:00 with a one-hour lunch.

PROPOSAL A15*:

*Administration will create a Bulletin entitled Staff Attendance that aligns with Policy 4151 and includes guidance regarding conferencing with the employee following the accumulation of four (4) tardy marks to an assigned duty within a given school year.

PROPOSAL A17

Article XVII: Emergencies, Bereavement, and Personal Business

- I. Non-cumulative emergency leaves of absence.
 - A. Non-cumulative emergency leaves of absence for all employees shall be allowed for a maximum of not more than five (5) days in any one year with pay in the event of an emergency.

B. An emergency is understood to be:

1. Death of a near relative or close associate: one (1) day
2. Quarantine ordered by the Board of Health
3. Serious illness of an employee's family member, which requires personal attention of the employee, shall not receive more than one (1) school day per year.
 - a. This time shall convert to an accumulated sick day if unused.

PROPOSAL A19

Article X: Vacancies, Transfers, and Reassignments

V. Teachers transferred during the school year (non-disciplinary) will be granted a ½ day to make preparations for the start of a new assignment.

PROPOSAL A20*

*Administration will amend Bulletin No. 9 Hours of Employment to include overtime procedures.

PROPOSAL A21

- **Article XIII: Uniforms (Cook Managers and Food Service Workers)**

The Board agrees to provide an annual shoe allowance for Cook Managers, Assistant Cook Managers, three (3), three and one half (3 ½), and six (6) hour Food Service workers. The annual shoe allowance shall be seventy-five (\$75.00).

PROPOSAL A22

- **Article XXV: Security Personnel, Child Development Associates (CDAs), Locker Room Attendance, Community Attendance Liaisons, and Technicians**

In the case of a Child Development Associates (CDAs) and Classroom Assistants whose class load has changed as a result of teacher's absence, the following shall apply:

1. The cooperating CDAs or Classroom Assistants who combine their classes for an entire day with those of the absent teacher shall receive the substitute CDA's hourly rate to be divided equally among cooperating CDAs.
 - a. The pay rate shall be the contracted vendor's hourly rate.
 - b. Compensation can only be the result of a class load change without extra personnel.

Elizabeth Board of Education Accepted Proposals

PROPOSAL B1

Article XVII Work Day and Year (Cook Managers and Food Service Workers)

Article XXV Security Personnel, Assistants, Lockerroom Attendants, Community Attendance Liaisons and Technicians (Teachers, Assistants, Secretaries & Security Personnel)

Article XXIII Premium Pay (Custodians, Drivers & Bus Attendants)

In no event shall premium pay exceed 10 days upon the Declaration of a Governmental/District Emergency.

PROPOSAL B2

Article XXVIII Insurance Protection (Teachers, Assistants, Secretaries & Security Personnel)

Article XXIX Health Care Insurance Program (Custodians, Drivers & Bus Attendants)

Article XX Insurance Protection (Cook Managers and Food Service Workers)

Employees shall contribute an amount established by P.L. 2011, Chapter 78 or P.L. 2020 Chapter 44 as applicable towards the payment of health and prescription premiums.

PROPOSAL B3

Article XIV Payment Schedule (Teachers, Assistants, Secretaries & Security Personnel)

Article XXIV Pay Day (Custodians, Drivers & Bus Attendants)

Article IX Salary (Cook Managers and Food Service Workers)

In accordance with P.L. 2013, C.28, direct deposit will be required for all employee compensation. Employee access to individual payroll information will be provided through the district payroll portal.

PROPOSAL B5

Article XII Tax Shelter, Reimbursement, Clubs and Incentives (Teachers, Assistants, Secretaries & Security Personnel)

Article XII Work Assignments (Custodians, Drivers & Bus Attendants)

Article XV Miscellaneous (Cook Managers and Food Service Workers)

A. The use of employee cars on official District business shall be compensated in accordance with IRS regulations.

1. Employees' use of personal vehicles will be reimbursed at the actual mileage driven at the current NJOMB mileage rate.
2. Reimbursement requests for actual mileage driven will be processed using the district's current mileage reimbursement form.

B.7 Article XXI General Considerations for Certified Staff (Teachers, Assistants, Secretaries & Security Personnel)

I. Work Year

A. The work year for teachers shall consist of one hundred and eighty (180) student contact days plus one (1) orientation day and two (2) professional development days.

1. The professional development days can be scheduled prior to the student year but in no case prior to Labor Day.

B.8 Article XXV Security Personnel, Child Development Associates (CDAs), Assistants, Locker room, Attendants, Community Attendance Liaisons, and Technicians

III. Assistants and Attendants

A. Personal Assistants and Locker Room Attendants

1. The work year for assistants shall consist of one hundred and eighty (180) student contact days plus one (1) orientation day and two (2) professional development days. The professional development days can be scheduled prior to the student year but in no case prior to Labor Day.

B. Child Development Associates (CDAs) and Classroom Assistants

1. The work year for assistants shall consist of one hundred and eighty (180) student contact days plus one (1) orientation day and two (2) professional development days. The professional development days can be scheduled prior to the student year but in no case prior to Labor Day.

B.9 Article XIV Payment Schedule (Teachers, Assistants, Secretaries & Security Personnel)

B.9 Article XXI Rates of Pay (Custodians, Drivers & Bus Attendants)

B.9 Article IX Salary (Cook Managers and Food Service Workers)

II. Eleven (11) month employees who are paid over twenty-four (24) salary pay periods and work less than the contractual eleven (11) months during the school year will have their salary payments recalculated over twenty-two (22) salary pay periods and adjusted for the actual number of days worked. Any excess payments previously received will be returned to the Board and future payments will be at the twenty-two (22) pay periods rate.

B.10 Article III: Membership Dues (Teachers, Assistants, Secretaries & Security Personnel)

B.10 Article III: Membership Dues (Custodians, Drivers & Bus Attendants)

B. 10 Article XI Membership Dues (Cook Managers and Food Service Workers)

I. The Board agrees to deduct from the salaries of the employees in the Negotiating Unit dues for the Association, the New Jersey Education Association, the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorized the Board to deduct.

A. The Board agrees to deduct Association dues in accordance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15, 9e, and under rules established by the State Department of Education.

II. The Board agrees that it will deduct the Association membership dues from the pay for each employee and transmit the same with a list of such employees to the Association.

A. The Board will deduct the representation fee in equal installments, as nearly as possible.

III. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board.

A. The Board shall remit to the Association, on a quarter annual basis, all dues monies collected.

IV. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Board written notice thirty (30) calendar days prior to the effective date of such change.

V. The Board agrees only to deduct from the salaries of its employees covered by this Agreement dues which said Employees individually, voluntarily, and in writing authorizes the Board to deduct.

A. Such deductions shall be made in compliance with applicable federal and state law. The written authorization shall be delivered on or before the close of the calendar year.

VI. The employer shall remit the amount deducted to the Association monthly, on or before the fifteenth (15) of the month following the month in which such deductions were made.

VII. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

VIII. The Association shall establish, and maintain at all times, a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times.

A. In the event the Association fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making said deductions.

IX. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken

or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in and defend any administrative or court litigation. The Board shall have no obligation to defend actions arising under this Article, but once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

B.11 Article IX Employee Assignment (Teachers, Assistants, Secretaries & Security Personnel)

I. All teachers shall be given written notice of their contract and salary status no later than May 15.

II. All teachers shall be given written notice of their tentative class subject and building assignments for the forthcoming school year, if practical by August 25.

A. Teachers shall also be provided with class/subject information.

B. The administration may change such assignments in the event of unforeseen material circumstances or emergencies and shall notify the teacher affected by such change promptly and in writing.

B.11 Article XXII Specific Considerations (Teachers, Assistants, Secretaries & Security Personnel)

VI. Nurses and Community Attendance Liaison

D. Nurses shall be paid at the hourly rate whenever they are required to work past their regular quitting time. Nurses shall be paid only a daily stipend of \$500 whenever they attend an overnight trip due to the medical need of students.

B.14 Article XI Employee Evaluation (Teachers, Assistants, Secretaries & Security Personnel)

I. Teachers

A. A teacher shall receive a copy of his/her evaluation report.

1. To the extent possible, the observation report shall be given to the teacher at least twenty-four (24) hours prior to the observation conference.
2. The observation conference shall be held within fifteen (15) work days, if possible, from the date of the observation.
3. Tenured teachers shall be evaluated as per NJ Department of Education Guidelines.

B. A teacher shall have the right, upon request, to review the contents of his/her personnel file.

C. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/ her personnel file or used in an evaluation unless the teacher has had an opportunity to review the material. The teacher shall have the right to submit a written answer to such material.

D. Pre-tenure teachers shall be evaluated by a supervisor or their immediate supervisors as per NJ Department of Education guidelines, to be followed in each instance by a written evaluation report and by a conference between the teacher and his/her evaluator. Specific suggestions as to the measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated and other relevant suggestions or comments.

B.17 Article XXI General Considerations for Certified Staff (Teachers, Assistants, Secretaries & Security Personnel)

I. Absences

A. Once an employee has reported unavailability it shall be the responsibility of the administration to arrange for a substitute.

B. Teachers and assistants are responsible for reporting their absence to the respective vendor.

C. Except in an emergency, teachers will not be assigned non-professional duties such as hall duty between 3:00 p.m. and 3:05 p.m.

D. In order to enhance the delivery of student services and instruction, the Board and the Association agree that when classroom teachers are absent, it shall be their responsibility for reporting their absence to the respective vendor.

B.18 Article XXIV Secretaries (Teachers, Assistants, Secretaries & Security Personnel)

A. Summer Hours

1. Summer work hours shall be defined as follows:

1. 8:00 a.m. - 4:30 p.m., Monday through Thursday
1. with a one-hour lunch

2. The four-day workweek schedule of summer hours shall go into effect the day after schools close for students and team members and continues in effect, through Labor Day.

B. Summer Hours with a Summer Program

1. Summer work hours shall be defined as follows:

1. 8:00 a.m. - 3:00 p.m., Monday through Friday
1. with a one-hour lunch

C. Secretaries assigned to a Summer Program, or whose principals are in charge of a Summer Program, shall have the four-day work week schedule whenever their Summer Program is not in session.

1. The regular summer hours shall apply whenever the Summer Program is in session.

B.19 Article XXIII Teacher Coverage (Teachers, Assistants, Secretaries & Security Personnel)

VI. Their classes will be covered in the following order: first by a substitute teacher provided by the vendor, second by assigning other certified staff, or third by splitting the class among other teachers.

B.20 Article XXI General Considerations for Certified Staff (Teachers, Assistants, Secretaries & Security Personnel)

IV. High School Work Day

D. Professional Learning Community (PLC)

1. Two PLCs shall be assigned consistent with the appropriate workday schedule per month.
 1. One preparation period can be interchanged with a duty period for PLC meetings held once a month.
 2. One duty period can be used for PLC meetings held once a month.

B.21 Article XXI: General Considerations for Certified Staff (Teachers, Assistants, Secretaries & Security Personnel)

VI. Half-day Professional Development

A. One (1) additional half-day professional development hour serves in lieu of the monthly faculty meeting.

B. Half-day Professional Development shall occur during the following hours:

1. 1:15 p.m. to 4:00 p.m. for Pre-Kindergarten (PreK) through eighth (8) certified staff
2. 12:45 p.m. to 3:29 p.m. for High School certified staff

Agreed and Acknowledged

ELIZABETH EDUCATION ASSOCIATION

BY: _____

Dated: _____

3/16/23

Dated: _____

3/16/23

Dated: _____

3/16/23

ELIZABETH BOARD OF EDUCATION

BY: _____

Dated: _____

3.16.23

Dated: _____

3/21/2023

Dated: _____