Received

AUG 30 2021

Superintendent's Office

MEMORANDUM OF AGREEMENT
BETWEEN
KEARNY BOARD OF EDUCATION (Board)
And
KEARNY SUPERVISOR AND DISTRICT SUPERVISORS ASSOCIATION (Association)
for a Successor Contract to the Current Contract
Between the Board and the Association
For the Period July 1, 2020 to June 30, 2025

THIS MEMORANDUM OF AGREEMENT is made this ____ day of July, 2021, by and between the Board and the Association negotiations committees.

WHEREAS, the parties have been engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract which expires on June 30, 2020; and

WHEREAS, the Board offers this proposal for a Memorandum of Agreement on _________, for purposes of reaching an agreement on a successful agreement to the Collective Bargaining Agreement which expires on June 30, 2020; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties stipulate as to the following:

1. The provisions of this Memorandum are subject to and contingent upon ratification by the parties represented by the signatories herein to the contract and to the execution of a more formal contract/collective bargaining agreement.

2. The Contract shall cover the period of July 1, 2020 to June 30, 2025.

3. All portions of the most recently expired Contract and not modified by the terms of this Memorandum shall continue to be of full force and effect and be carried forward and be incorporated into the July 1, 2020 to June 30, 2025 Contract.

4. A duplicate of this Memorandum has been furnished to and been received by representatives of the parties herein.

5. Unless otherwise noted, all dates involving the duration in the contract shall be conformed to the duration of the July 1, 2020 to June 30, 2025 Contract.

6. All items agreed to by and between the parties during negotiations shall be incorporated into the July 1, 2020 to June 30, 2025 Contract.

7. Any Tentative Agreements previously signed by the parties including the agreed-upon scattergrams and base-year analysis costs are attached to and made a part of this Memorandum.

8. All parties acknowledge these terms and conditions are subject to ratification, and the mediator retains jurisdiction.

9. All parties agree to recommend the terms and conditions contained herein to their respective constituents.

10. All terms and conditions previously agreed to shall remain settled and incorporated into the new agreement.

11. All other terms and conditions not contained herein shall remain status quo.

12. All other previous proposals are withdrawn by both parties.

13. Throughout the Agreement, 'Department Chairperson' will be replaced with 'Supervisor and District Supervisor'

14. *The parties agree as follows:*

TITLE PAGE

Line 6

JULY 1, ~~2017~~ 2020 THROUGH JUNE 30, ~~2020~~ 2025

PREAMBLE

Lines 2-3

...as of this first day of July ~~2017~~ 2020...

ARTICLE VI
WORKING CONDITIONS

P. 10, Para 5(D-E)

~~D. Supervisors and District Supervisors shall be assigned no more than two (2) student instruction periods each day, except where a certification problem would require the loss of an essential sequential course. In the event there would be the aforesaid loss of an essential sequential course, the Supervisors and District Supervisors agree they may be assigned three (3) student instruction periods, provided such change is approved by the Superintendent.~~

~~In addition to the foregoing, in the case of a schedule emergency which requires for a semester that a Supervisor and District Supervisor be assigned to three (3) student instruction periods, the Supervisor and District Supervisor agrees same shall be acceptable, provided that such assignment is approved by the Superintendent. In no event shall there be more than three (3) student instruction periods assigned to any Supervisor and District Supervisor.~~

~~Supervisors and District Supervisors shall be excused from regular study hall, exit hall or home room assignments.~~

~~If a third teaching position is assigned, the Supervisor and District Supervisor will be compensated at the rate of $1560 per semester.~~

~~E. Effective July 1, 2002, an annual stipend of $1,000.00 shall be paid annually to Supervisors and District Supervisors who chair two or more departments.~~

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ARTICLE VI
WORKING CONDITIONS

P.10, New Para. F(2)

F. Vacation Days

2. Supervisors and District Supervisors employed for 6-10 years shall receive twenty-three (23) vacation days. Supervisors and District Supervisors employed for 11+ years shall receive twenty-four (24) vacation days.

ARTICLE VI
WORKING CONDITIONS

P.10, New Para. F(3)

3. Vacation days are accrued on July 1 in the year after the days are earned. All days that are accrued on July 1 shall be taken in the next succeeding year and shall not be carried over into the next year. Any vacation days that are not taken in a given year because of business demands may only be permitted to be taken in the next succeeding year upon the recommendation of the Superintendent and approval of the Board

ARTICLE VI
WORKING CONDITIONS

P.10, Para. F(3) & (4)

~~3. During the school year, from September through June, vacation days may be used before and after days off from school, with the approval of same to be at the sole discretion of the Superintendent.~~

~~4. Employees employed for the 2018-19 school year, will be permitted to accrue vacation time to be utilized in 2019-20 school year, consistent with the terms above, regardless of ratification date. The preceding sentence will expire with the expiration of the contract.~~

ARTICLE IX
SICK LEAVE

P.15, Para. B(8)&(9)

~~8. a) The Association and the Board agree that any Supervisor and District Supervisor utilizing the following sick days shall be entitled to the following bonus:~~

~~0 sick days used — $636.00~~

~~1 sick day used — $583.00~~

~~2 sick days used — $530.00~~

~~3 sick days used $477.00~~

~~In no event in any year shall a Supervisor and District Supervisor be eligible for any incentive bonus if more than three sick days are used. The above sick leave bonuses shall be payable in July 2015, July 2016, or July 2017 as the case may be.~~

~~9. The incentive bonus shall not be available to Supervisors and District Supervisors who are part time or do not work the entire year. Supervisors and District Supervisors who take a maternity or other kind of leave during the year do not qualify for the bonus.~~

ARTICLE XIV
INSURANCE PROTECTION

P.22, Para. A(1)

The Board will provide health benefits through Open Access Point-of-Service Plan (currently ~~Aetna~~ Horizon Direct Access).

ARTICLE XIV
INSURANCE PROTECTION

P.23 New Para.F

F. Supervisors and District Supervisors shall NOT be required to work under unsafe or hazardous conditions or perform tasks which endanger their health, safety or well-being. A representative of the Supervisors and District Supervisors will be afforded the opportunity to participate on any committee charged with the monitoring of possible hazardous working conditions which may impact the health and welfare of the staff.

ARTICLE XIX
LONGEVITY

A. Longevity for Association members shall be as follows:

Effective July 1, ~~2010~~ 2019:

16th year	~~$5,150.00~~ $6,150.00
21st year	~~$5,580.00~~ $6,580.00
26th year	~~$6,225.00~~ $7,225.00
31st year	~~$6,600.00~~ $7,600.00

ARTICLE XX
RELEASE TIME

DELETE ENTIRE ARTICLE

ARTICLE XXI
ZERO PERIOD

DELETE ENTIRE ARTICLE

ARTICLE XXIII
DURATION OF AGREEMENT

P. 28, Para. A

The collective bargaining agreement between the Board and the Association shall be for a period commencing July 1, ~~2017~~ 2020 and terminating June 30, ~~2020~~ 2025.

SALARY, STIPENDS AND OTHER COMPENSATORY AMOUNTS

The Board agrees to provide an increase over the 2019-20 base salary for those as established by the agreed upon scattergram summary for each year of this Agreement:

> $2,700 step improvement inclusive of increment in Year 1. It is understood there will be NO step advancement in this year.
>
> 2.75% inclusive of increment in Year 2
>
> 2.75% inclusive of increment in Year 3
>
> 2.75% inclusive of increment in Year 4
>
> 2.75% inclusive of increment in Year 5

In each year, the amount of the increase, if any, shall include the salary increment paid in the prior year.

Salary adjustments may result in a modification of current salary guides, scales and steps, including the implementation of additional steps. Salary distribution and salary guide construction shall be mutually agreed upon by the Association and the Board.

All other stipends, ratios, longevity amounts, and remuneration items not changed in the Memorandum of Agreement or a Tentative Agreement shall remain unchanged for the successor agreement.

Retroactive salary, payments, salary adjustments, stipend adjustments, and adjustments in compensation items, if any, shall not be made earlier than thirty (30) days after the final Agreement with salary guides is signed by the representatives of the Board and the Association and each party has received a signed copy.

No salary increments shall be paid at the conclusion of the negotiated Agreement unless specifically negotiated and agreed to by the parties.

Board Cecilia Lindenfelser	Association President LSA
Dated: Aug. 30, 2021	Dated: 30-Aug-2021

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