

**MEMORANDUM OF AGREEMENT
BETWEEN
THE BOROUGH OF ROSELLE BOARD OF EDUCATION
AND
THE ROSELLE EDUCATION ASSOCIATION**

The Parties agree to the following terms and conditions, which shall modify the Collective Bargaining Agreement (“CBA”) between the parties, which expired on June 30, 2021. Any other terms and conditions contained in the Collective Bargaining Agreement not referenced or modified by this Memorandum of Agreement (“MOA”) shall remain in force and in full consideration. The Parties agree to recommend that this MOA be ratified by the Roselle Education Association and the Borough of Roselle Board of Education. This MOA will not become binding until fully ratified.

A. DURATION Three (3) Years (July 1, 2021 - June 30, 2024)

B. SALARY To be applied only to the salary guide, and not to stipends or hourly rates:

July 1, 2021-June 30, 2022: 3.0%, inclusive of increment
July 1, 2022-June 30, 2023: 3.3%, inclusive of increment
July 1, 2023-June 30, 2024: 3.2%, inclusive of increment

Salary guides shall be mutually agreed upon by the Parties

C. ARTICLE I: RECOGNITION

1. after “including:”

- i. **Paragraph A(1):** Delete “s” after Attendance Officers to make it Attendance Officer
- ii. **Paragraph A(5):** Delete “Educational” before Educational Secretaries to make it Secretaries
- iii. **Paragraph A(8):** Delete Learning Consultants and replace with Learning Disabilities Teacher Consultants (“LDTC”).
- iv. **Paragraph A(12):** Delete Part-Time Teaching Staff (less than 20 hours per week)
- v. **Paragraph A(20):** Delete Parent Liaisons
- vi. **Paragraph A(21-23) (NEW):** Add Occupational Therapists, ~~but excluding Purchasing Specialists, and Accounts Payable Specialists~~

2. after “but excluding:”

- i. **Paragraph A(1):** Delete “Assistants to the Principal,” and “except when such employees function in a dual capacity such that their service also falls into one of the categories included in the unit description. In such instances of dual service, the Association is recognized as the exclusive sole representative for collective negotiations concerning the terms and conditions of employment of such employees to the extent they are all member of the defined unit but not as related to their services in an administrative and/or supervisory capacity”.
- ii. **Paragraph A(2):** Delete Business Office Payroll Secretary and replace with Payroll Coordinator
- iii. **Paragraph A(3):** Add Executive Assistant to the Assistant Superintendent
- iv. **Paragraph A(12):** Delete Manager and replace with Director; add Benefits, Labor & AAO
- v. **Paragraph A [NEW SUBPARAGRAPHS]:** Add “Office of Special Projects, Assistant”, “Purchasing Specialists,” and “Accounts Payable Specialists”
- vi. **Paragraph B:** Revise to read “All certificated and non-certificated personnel represented herein by the Association shall, unless otherwise indicated, hereafter be generally referred to as employees.”
- vii. **Paragraph C:** delete in its entirety

D. ARTICLE III: GRIEVANCE PROCEDURE

- 1. **Paragraph B(2):** replace “teacher” with “employee”
- 2. **Paragraph C(1):** delete “(vice principal or principal)”
- 3. **Paragraph C(8):**
 - i. delete “the Professional Rights and Responsibilities Committee (hereafter the PRRC) of” and “Committee” and replace with “Association”
 - ii. **Subparagraphs (a)-(b):** delete “PRRC of the”
- 4. **Paragraph C(9), (9)(a):** delete “PRRC” and replace with “Association”

5. **Paragraph D(1):** ____

- i. replace “himself” with “themselves” and “his” with “theirs”
- ii. delete “a teacher” and replace with “an employee”

E. ARTICLE IV: EMPLOYEE RIGHTS

1. **Paragraph F** – Delete “and the building principal, or director” replace with “the building principal, director, or supervisor”

F. ARTICLE V: RIGHTS AND PRIVILEGES

1. **Paragraph A(2):** Revise to read: “...The principal of the building in question shall be notified two (2) days in advance of the time and the place of all such meetings.”
2. **Paragraph B(2):** Delete “flings” and replace with “things”

G. ARTICLE VI: EMPLOYEE WORK YEAR

1. **Paragraph B(5):** add “and paraprofessionals” after “Extended year teachers”
2. **????** _____

H. ARTICLE VII: EMPLOYEE HOURS AND WORKLOAD

1. **Paragraph A(5):**
Replace: “Any vocal music or instrumental music teacher” *with:* “Any performing arts teacher, defined as: vocal music teacher, instrumental music teacher, dance teacher, and/or drama teacher”
2. **NEW PARAGRAPH A(11):** Staff required to present at PDs shall be eligible for monetary compensation at their hourly rate for up to 1.5 times the length of their presentation for preparation of the PD (i.e. if the presentation is 1 hour, staff may be compensated for up to 1.5 hours at their hourly rate). Compensation under this section shall be subject to the approval of the Assistant Superintendent of Curriculum, Instruction, and Equity and/or designee.
3. **Paragraph B:** delete “Educational” before “Secretaries”

4. **Paragraph B(1):** modify as follows - The regular work day shall begin at 8:00 a.m. and shall end at 4:00 p.m., inclusive of a one hour lunch, on all days when school is in session.
5. **Paragraph B(3):** delete “Eighth (8th)” and replace with “Twelfth (12th)”
6. **Paragraph B(4)(b):** delete “educational” before “secretaries”
7. **Paragraph C(6):**
Revise to read: Custodians who are required to perform the duties of a head custodian because of the absence of the head custodian, for reasons other than vacation, shall be compensated for such time on column “C” of the Custodial/Maintenance Salary Guide. Custodians performing these duties shall have a Black Seal license.
8. **Paragraph E(1):** add “including a one (1) hour duty-free lunch period” after “... required to work from 8:00 AM to 4:00 P.M.” in the first sentence

I. ARTICLE IX: SALARIES

1. **Paragraph A(3):** delete in its entirety ~~There are still members with OMNIA plan~~
2. **Paragraph B:** delete “educational” before “secretaries”_
3. **Paragraph C(2):** delete in its entirety
4. **Paragraph E(6) - Add:** “In the event that more than one employee is appointed for a stipend position, the stipend shall be divided among those individuals appointed.”
5. **Paragraph L:**
Delete and replace with: ROTC Instructors appointed to the position on or after November 1, 2021 shall not be paid according to any REA salary guide and shall not be eligible for or receive any negotiated wage adjustment or increase bargained by the Board and the REA. Rather, ROTC Instructors’ compensation shall be expressly limited to the Minimum Instructor Pay (“MIP”) based on the DFAS current year Military Pay Tables, until such time as the MIP is less than the top stop of the REA BA guide. Once the MIP is less than the top step of the BA guide, ROTC Instructors shall then be eligible for guide advancement according to the parties’ usual and customary practice.

J. ARTICLE X: EMPLOYEE ASSIGNMENT

1. **NEW PARAGRAPH:** When classes are split, in Kindergarten through 4th Grade, and teachers assume the responsibility of supervising five (5) or more students

beyond their assigned amount, they shall receive a flat payment of Forty Dollars (\$40.00) per day.

K. ARTICLE XIII: EDUCATIONAL IMPROVEMENT

1. **Paragraph F(5):** *delete and replace with*
The Board shall cap tuition reimbursement as follows:

<u>School Year</u>	<u>Tuition Replacement Available</u>
2021-2022	\$82,846.00
2022-2023	\$85,346.00
2023-2024	\$87,846.00
2024-2025	\$90,346.00

2. **Paragraph L** – Add: Newly hired employees with a first day of employment beginning on, or after, February 1 of a given year shall not be eligible to move up a step on their respective salary guide the following school year.

L. ARTICLE XIV: SICK LEAVE

1. **Paragraph A** – Modify to include: “All part-time paraprofessionals shall receive six (6) sick days per year, or the amount earned under the N.J.S.A. 34:11D-1, whichever is greater.”
2. **Paragraph E** – Modify to read: “When absence exceeds the annual and/or accumulated sick leave, a deduction will be made on the basis of a day’s salary for each sick day. A day’s salary is defined at 1/200th of the annual salary for a ten-month employee, and 1/260th of the annual salary for a twelve-month employee.”
3. **Paragraph G** – add “IT Technicians” after “secretarial/clerical employees, custodial/maintenance employees”

M. ARTICLE XV: TEMPORARY LEAVES OF ABSENCE

1. **Paragraph A(1)** – Modify to include the following language after the first sentence: “All planned personal day requests must be requested on AESOP at least forty-eight (48) hours in advance, such approval not to be unreasonably withheld. Additionally, all approved requests must be entered into AESOP.”
2. **Paragraph A(3)** – After the last sentence, add: “All requests for bereavement leave must be submitted with proof of bereavement such as an obituary, memory card, or mass card. Where such proof is not available, employees may submit a certification as proof of bereavement to the Director of Human Resources, Benefits & Labor Relations.

3. **NEW PARAGRAPH:**

Requests for vacation must be submitted ten (10) work days prior to the intended vacation period. All vacation requests shall be submitted by way of a request for time off form and shall be approved and signed prior to the beginning of the vacation period, such approval not to be unreasonably withheld. ~~Remove paper form of notification (time off form). Adhere to AESOP platform keeping consistent with all other requests for absence.~~

No vacation period shall be permitted during the first two (2) weeks of the student school year, nor the last two (2) weeks of the student school year, unless approved by the Director of Human Resources, Benefits & Labor Relations.

Employees eligible for vacation may carry over up to ten (10) days. In the event of extraordinary circumstances, employees shall seek the approval of the Superintendent, or his/her designee, to carry over additional vacation days, in excess of ten (10). All carried over days must be utilized by June 30th of the following year in which the vacation time was attained.

All twelve (12) month employees must submit vacation requests electronically in AESOP.

N. ARTICLE XIX: INSURANCE PROTECTIONS

1. **Paragraph C:** delete and replace with “All new staff shall receive health insurance consistent with Chapter 44, P.L. 2020, as may be amended.”

O. ARTICLE XXI: MISCELLANEOUS PROVISIONS

1. **Paragraph G(1):** replace “jbaker@roselleschools.org” with “nfisher@roselleschools.org”

P. ARTICLE XXII: EXTRA-CURRICULAR

1. **Paragraph C(1):** revise to read, "...shall be posted in each school, and online on the District website, for ten (10) days ..."

Q. ARTICLE XXIII: EVALUATION PROCEDURE

1. **Paragraph G [NEW]:** add "Evaluations of all employees holding non-certificated positions shall occur twice per school year, with the first evaluation coming in or around January, and the second occurring in or around May."

R. SCHEDULE I: MISCELLANEOUS STIPENDS

1. add VEDS Data Coordinator - \$500.00
2. Change titles from "Concert (Vocal/Instrumental)" to "Concert (Vocal/Instrumental/Dance/Drama)"
3. Replace "Elem/M.S./J.H. Vocal/Instrument" with "Elem/MS/JH Performing Arts defined as: vocal music teacher, instrumental music teacher, dance teacher, and/or drama teacher" _____

- S. MISCELLANEOUS:** The Board shall utilize its best efforts to pay retro pay within ninety (90) days of full ratification of the CBA by the Association and the Board. Monthly updates on the progress toward calculating/issuing retro pay shall be provided to the President of the Association.

FOR THE BOARD

Courney Washington
D. Jones
Deater-John

DATE

8/1/2022
8.1.22
8/1/22

FOR THE ASSOCIATION

Rosemarie Rongo
Leah D. Monahan
Alfred R. Rongstad
Kim Baker

DATE

July 12, 2022
July 12, 2022
July 12, 2022
July 13, 2022
July 13, 2022
July 21, 2022