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ASSOCIATION SS

THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD IN THE COUNTY OF UNION

AND

SPRINGFIELD EDUCATION ASSOCIATION

MEMORANDUM OF AGREEMENT FOR SUCCESSOR COLLECTIVE NEGOTIATIONS AGREEMENT FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2023

THIS MEMORANDUM OF AGREEMENT made this 15th day of May, 2020 between **THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD IN THE COUNTY OF UNION** (hereinafter called the "Board") and **SPRINGFIELD EDUCATION ASSOCIATION** (hereinafter called the "Association").

WHEREAS, the Board and the Association are parties to a collective negotiations agreement (the "Current Agreement") which covers certain employees and which expired on June 30, 2019; and

WHEREAS, the parties have engaged in negotiations to settle upon a successor agreement to the Current Agreement to become effective upon expiration of the Current Agreement; and

WHEREAS, duly authorized representatives of the parties have reached an agreement concerning contract terms and conditions to run through June 30, 2023, and desire that this Memorandum of Agreement memorialize the successor agreement (the "Successor Agreement"), subject to ratification by Association's membership and by the Board;

NOW, THEREFORE, IT IS MUTUALLY AGREED, as follows:

1. The terms and conditions of the Current Agreement shall be incorporated herein as if set forth at full length, except as superseded and amended by this Memorandum of Agreement ("MOA").

2. The term of the Successor Agreement shall be July 1, 2019 through June 30, 2023.

3. Salary: The parties agree to the following base salary increases

    a. Effective July 1, 2019, the base salaries of employees covered by the Successor Agreement will be increased by **3.00%**, inclusive of increment, with retroactive salary increases to be paid to all units under this agreement from July 1, 2019. There shall be no Chapter 78 deductions from retroactive payments.

    b. Effective July 1, 2020, the base salaries of employees covered by the Successor Agreement will be increased by **3.00%**, inclusive of increment.

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c. Effective July 1, 2021, the base salaries of employees covered by the Successor Agreement will be increased by **3.00%**, inclusive of increment.

d. Effective July 1, 2022, the base salaries of employees covered by the Successor Agreement will be increased by **3.00%**, inclusive of increment.

e. The salary guides allocating the above increases are subject to development and mutual agreement by both parties.

4. Stipends and Other Compensation: The below listed stipends and compensation shall be increased by 2.00% in each of the 2019-2020 (to be paid retroactively from July 1, 2019), 2020-2021, 2021-2022 and 2022-2023 school years. Where any differing amounts are listed in the Current Agreement for multiple years, the amount set forth during the last year of the Current Agreement (*i.e.*, 2018-19) shall be considered the amount to be increased. Unless set forth in the below list, any stipend, payment, fee, amount or other compensation (collectively referred to as "Payments"), including, but not limited to the Doctorate stipend and the professional development and prescription caps, shall **not** be increased during the term of the Successor Contract, except as to any Payments specifically and expressly increased below in this MOA. The following Payments shall be increased by 2.00% in each year of the Successor Contract:

a. Article 21 – Longevity
b. Article 22 – A.2.f.(1) & (2)
c. Article 22 – A.3.e.(1) & (2). Subsection A.3.e.(2) shall be revised to read the same as Subsection A.2.f.(2) by deleting the phrase "of $2,061".
d. Article 22 – B.2.
e. Article 24 – D.3.b.
f. Article 24 – D.4.d.
g. Article 32 – C.
h. Article 33 – B.
i. Article 34 – A. & B.
j. Article 35 – E. Increase only rate for Teaching Summer School, as Summer School Director is increased below in paragraph 20 of this MOA.
k. Article 35 – Schedule E except with respect to the Payments specifically and expressly increased below in this MOA.
l. Article 36 – A. & B.
m. Article 38 – F.2.
n. Article 43 – C.
o. Article 47 – A., B. & D.

5. Part I, Article 7, Section A, Paragraph 1 shall be revised to read, as follows:

> All employees represented by the Association prior to July 1, 2016 and employed for thirty (30) hours per week or more, will be provided with health insurance coverage with benefits at least the same as the health insurance plans set forth in the next sentence. During the term of this Agreement the Board shall offer the following plans: Horizon Direct Access $10, Horizon Direct Access $20/$40, Horizon Point of Service, Horizon Exclusive Provider Organization and Horizon MyWay High Deductible Plan. The parties recognize that the Horizon MyWay High Deductible Plan will be added as soon as practicable after the Agreement is ratified by both parties. All employees eligible to elect the Horizon Direct Access $10 or Horizon Direct Access $20/$40 plans, and who do so, shall continue to contribute annually toward the cost of the premium for their coverage through payroll deductions at the rates set forth in Tier Four of P.L. 2011, Chapter 78 (notwithstanding the sunset of such Chapter 78) or as required by law. The contributions will continue until a different formula is negotiated between the parties. Beginning in 2020-2021, employees who elect either the Horizon Point of Service, Horizon Exclusive Provider Organization or Horizon MyWay High Deductible Plan (when applicable) shall contribute annually toward the cost of the premium for their coverage through payroll deductions at the rates set forth in Tier Two of P.L. 2011, Chapter 78 (notwithstanding the sunset of such Chapter 78), or as required by law. Contributions may be made on a pre-tax basis using a qualified Chapter 125 Plan offered by the Board consistent with IRS regulations. Annually during the Open Enrollment period members may switch between plans for which they are eligible without additional cost other than the Tier Level payment required for the chosen plan. For the period beginning with the first pay period in which salaries are calculated using the 2019-20 salaries in the salary guides to be mutually agreed upon pursuant to Paragraph 3(e) above (“First Pay Period”) to June 30, 2020, each employee’s contribution to the cost of the premium for their coverage shall be made through payroll deductions in an amount equal to each employee’s contribution amount during the pay period immediately preceding the First Pay Period notwithstanding the calculation that would result under either Tier Four or Tier Two of P.L. 2011, Chapter 78 based on the salary guides in effect during the First Pay Period.

6. Part I, Article 7, Section A, Paragraph 3 shall be amended to revise the chart in its entirety, as follows:

Number of Employees	Waiver Amount
44 or less	$4,000
At least 45 but less than 50	$5,000
At least 50 but less than 59	$6,000
At least 59	$7,250

7. Part I, Article 7, Section A shall be revised to add a new paragraph 4 to read, as follows:

> 4. All employees hired by the Board on or after July 1, 2016, and employed for thirty (30) hours per week or more, shall be provided with health insurance coverage and may select from the Horizon Point of Service, Horizon Exclusive Provider Organization or Horizon MyWay High Deductible Plan (when applicable), and shall be subject to payment of the same contribution toward the cost of the premium as set forth in section A(1) above. Annually during the Open Enrollment period members may switch between plans for which they are eligible without additional cost other than the Tier Level payment required for the chosen plan. For the period beginning with the first pay period in which salaries are calculated using the 2019-20 salaries in the salary guides to be mutually agreed upon pursuant to Paragraph 3(e) above ("First Pay Period") to June 30, 2020, each employee's contribution to the cost of the premium for their coverage shall be made through payroll deductions in an amount equal to each employee's contribution amount during the pay period immediately preceding the First Pay Period notwithstanding the calculation that would result under either Tier Four or Tier Two of P.L. 2011, Chapter 78 based on the salary guides in effect during the First Pay Period.

8. Part I, Article 7, Section A shall be revised to delete Paragraph 5 in its entirety and replaced as follows:

> 5. Employees enrolled in the Horizon MyWay High Deductible Plan shall also receive an annual contribution by the Board into their Horizon MyWay Health Savings Account. Such contribution shall be $2,500 per year for employees enrolled as a Single and $5,000 per year for employees enrolled in the Husband/Wife, Parent/Child, or Family plans. Such contributions by the Board shall be made in equal naments over the course of the calendar year in which the employee is enrolled in said plan.

9. Part I, Article 7, Section A shall be revised to add a new paragraph 6 to read as follows:

> 6. Employees covered by paragraphs 2 and 4 of this Agreement may enroll in an insurance plan offered by the Board which has a premium higher than the plan to which they are limited by such paragraphs provided that

such employee pays 100% of the difference in the premium between the employee's plan specified in paragraphs 2 or 4, as applicable, and the plan selected by the employee, in addition to the contributions required under this Article for the appropriate plan to which the employee otherwise was limited under paragraph 2 or 4 of this Article, as applicable. Such employees shall pay such increased premium costs through payroll deductions. Contributions may be made on a pre-tax basis using a qualified Chapter 125 Plan offered by the Board consistent with IRS regulations.

10. Part I, Article 7, Section C shall be revised to read as follows:

During the life of this Agreement, in addition to any coverage that may be afforded under the health insurance plans listed in Section A of this Article 7, the Board shall provide prescription coverage for employees employed for thirty (30) hours per week or more. Such additional coverage shall be provided for employees only. The Board reserves the right to select or change the insurance carrier with it being understood and agreed that the benefit protection there under shall be equal to or greater than that provided prior to any such change. During the term of this Agreement, the co-pay for prescriptions shall be $15 for generic drugs and $35 for brand name drugs. By enrolling in any health insurance plan under Section A of this Article 7 other than the Horizon MyWay High Deductible Plan, employees are enrolling in the separate prescription plan described under this Section C and will make the same Tier Level contribution to such prescription plan as applicable under this Agreement to the health insurance plan such employee is enrolled in pursuant to Article A.

In no event shall the Board's contribution be greater than $184,154 for the life of this Agreement. Increases in premium cost above the $184,154 set forth above will be paid for by either modifying the co-payments or through any other mutually agreeable plan

11. Part I, Article 11, Section D, section 5 shall have the following sentence appended to the end:

Any personal day (other than the Thursday before and Wednesday after Memorial Day) for which approval is sought and granted prior to December 1 that satisfied the requirements of this section at the time of such approval shall not violate this section as a result of the Board later announcing that school will not be held on the day before or after such previously approved personal day.

12. Part II, Article 15, Section B is deleted in its entirety and replaced with the following:

B. **Starting the first Monday in July and ending the last Friday in August:**

Daily work hours for 12-month secretaries are:

Monday – Thursday -	8 am. to 4 p.m. The work day shall consist of 8 hours including 60 minutes uninterrupted lunch hour. (Unless a later or earlier starting time is mutually agreed upon.)
Friday -	None (Unless mutually agreed upon.)

Daily work hours for 10 1/2-month secretaries are:

Monday – Thursday -	8 a.m. to 3 p.m. The work day shall consist of 7 hours including 60 minutes uninterrupted lunch hour. (Unless a later or earlier starting time is mutually agreed upon.)
Friday -	8 a.m. to 12 noon (Unless mutually agreed upon.)

13. The chart in Part II, Article 17, Section E shall be deleted in its entirety and replaced with the following:

Year	Daily Rate	Cap
2019-20	$93	$10,230
2020-21	$96	$10,560
2021-22	$99	$10,890
2022-23	$102	$11,220

14. Part III, Article 23, Section D.2 shall be deleted in its entirety and replaced as follows:

2. Prior to March 1 of each school year, the Association President and Superintendent shall meet and confer to discuss a mutually agreeable schedule for conferences for the succeeding school year prior to the Superintendent establishing days and dates for such conferences.

15. Part III, Article 23, Section D.3. shall be deleted in its entirety and replaced as follows:

> 3. Conferences shall consist of two days as follows: (i) the first day shall consist of an early dismissal for students with afternoon conferences through the end of the school day and evening conferences which shall run from 6:00 p.m. until 8:00 p.m.; (ii) the second day shall consist of morning conferences with a delayed opening for students.

16. Part III, Article 24, Section B shall have the following sentence appended to the end of the paragraph: "No more than one (1) online course per year shall be accepted for reimbursement, notwithstanding the Maximum Grant noted above. This limitation on reimbursement of online courses shall not apply to courses that are approved as hybrid courses pursuant to Article 32, A.2.c.vii. below."

17. Part III, Article 24, Section C shall have the following subsection added:

> 6. Teachers shall be eligible reimbursement for no more than nine (9) credits in courses related to supervision or administration.

18. Part III, Article 32, Section A shall be deleted in its entirety and replaced as follows:

A. **SALARY GUIDES AND ADVANCEMENT THEREON**

The salary guides for all teachers are set forth in Schedule A which is attached hereto and made a part hereof.

1. Lateral moves will be effective September 1 and/or February 1.

2. Guidelines:

a. Upon attainment of a Master's degree, advanced credits completed before the Master's and not a part of the Master's program, will be credited as advanced credits beyond the Master's.

b. To be eligible for lateral movement on the teacher's salary guide, all courses and credits must be:

   i. pre-approved by the Superintendent.

   ii. from a duly accredited institution of higher education as defined by law at which the employee is registered as a student.

   iii. for a course or degree related to the employee's current or future job responsibilities.

   iv. offered through an accredited institution of higher education by enrolling in graduate courses or a matriculated graduate degree program.

c. None of the limitations in part d. below shall apply to hybrid courses or programs that include both online and physical attendance components that have been pre-approved by the Superintendent as meeting such hybrid course or program requirements.

d. In addition to a and b above, to be eligible for lateral movement on the teacher's salary guide:

i. Online courses must be offered by an accredited institution of higher education as defined by law that offers the same courses to students in physical attendance at the institution, subject to sufficient students enrolling in the course.

ii. The institution must accept the specific online course in meeting requirements for its degree programs interchangeably with the course for which physical attendance is required.

iii. The institution must conduct accredited "in attendance" degree programs or coursework rather than offer only online and/or correspondence courses.

iv. The individual must be enrolled at the accredited university that issues the credits. A teacher will not be eligible for lateral movement if he/she is enrolled in a course through a third party entity that will transfer credits to an accredited institution of higher education as defined by law for graduate credits.

v. In submitting courses for prior approval by the Superintendent, teachers must identify whether the courses for which prior approval is sought are online courses and if so, demonstrate that they meet the requirements of this section.

vi. No more than nine (9) credits per year of online courses will be accepted for lateral movement on the salary guide. No more than one (1) online course will be accepted for lateral movement on the guide during each of the Fall and Spring semesters. Online courses in excess of nine (9) credits will not be accepted for advancement on the guide and may not be banked or carried over for advancement on the guide in subsequent years.

19. Part III, Article 32, Section B shall be revised by replacing the chart, in its entirety, with the following:

Year	Daily Rate	Cap
2019-20	$92.35	$10,158
2020-21	$94.20	$10,361
2021-22	$96.08	$10,568
2022-23	$98.00	$10,779

20. Part III, Article 35, Section E shall be revised, as follows:

A. The description for Summer School Director shall be replaced, in its entirety, as follows:

$8,002 for summer program 2019, $8,162 for summer program 2020,
$8,325 for summer program 2021, $8,492 for summer program 2022

B. The description for Teaching Summer School shall be replaced, in its entirety, as follows:

$56.48/hour for summer program 2019, $57.61/hour for summer program 2020, $58.76/hour for summer program 2021, $59.93/hour for summer program 2022

21. Part IV, Article 42, Section A, shall be revised by replacing the phrase "three (3) consecutive years" with the phrase, "a consecutive period of four (4) years and one (1) day"

22. Part IV, Article 46, Section 1., shall be revised by replacing the chart, in its entirety, with the following:

Year	Daily Rate	Cap
2019-20	$92.35	$10,158
2020-21	$94.20	$10,361
2021-22	$96.08	$10,568
2022-23	$98.00	$10,779

In addition, Section 1 will be renumbered as Section A.

23. Part IV, Article 47, Section A shall be revised to add the following subsection, with annual rates to be identical to the Head Custodian rates:

"4. Head Maintenance (for Maintenance personnel holding a valid New Jersey Master Electrician and/or Master Plumber License and specifically appointed and employed in the position of Head Maintenance)"

24. Article 50C shall be ameded to add the following sentence at the end:

Beginning on the date that the Board approves this agreement after ratification by the Association, full-time instructional and non-instructional aides that attend Board-approved field trips that require them to remain on duty during that lunch shall be paid for such lunch period.

25. Part V, Article 53, Section B shall be deleted, in its entirety, and replaced as follows:

Bus drivers who work on Sundays shall be paid at twice their regular hourly rate of pay. Bus drivers who work on holidays shall be paid time and one-half their regular hourly rate of pay.

26. Part V, Article 57, shall be revised to replace the number "150" with "110" and the chart will be replaced, in its entirety, as follows:

YEAR	PER DAY	MAXIMUM
2019-20	$20.00	$2,600
2020-21	$20.40	$2,652
2021-22	$20.80	$2,705
2022-23	$21.21	$2,759

27. All references to "6th" that refer to the salary guide column evidencing attainment of 30 approved graduate credits beyond the successful completion of a Masters' Degree shall be replaced with the designation "MA+30" and any associciated textual references in the Agreement shall be adjusted accordingly.

28. The parties to this MOA agree to work cooperatively to prepare a Successor Agreement incorporating the terms of this MOA, provided the MOA is ratified by both the Association membership and the Board.

29. All proposals and counterproposals not expressly addressed and agreed to in this MOA are considered withdrawn.

30. This MOA is subject to ratification by the Association membership and the Board. The Negotiations Committees for the respective parties agree to recommend unanimously that this MOA be ratified by their respective principals.

31. This MOA represents the full and complete agreement of the parties hereto with regard to the subject of the negotiations for a Successor Agreement, and supersedes any and all prior or contemporaneous agreements as to this subject, whether oral or written. This Agreement may be modified only by a written instrument duly executed by all parties hereto.

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BOARD MLM

ASSOCIATION SS

IN WITNESS WHEREOF, representatives of the Board and the Association have hereunto set their hands on the day and year first written above:

SPRINGFIELD TOWNSHIP BOARD OF EDUCATION

By:____
Scott G. Silverstein, Chair of Negotiations Committee

By: Marc L. Miller
Marc L. Miller, Member of Negotiations Committee

SPRINGFIELD EDUCATION ASSOCIATION

By: Shari Scheckman
Shari Scheckman, President of SEA

By:____
Amy Herrington

By: Lisa Schoch
Lisa Schoch