

MEMORANDUM OF AGREEMENT BETWEEN THE NEGOTIATING TEAMS OF THE
SOUTH ORANGE-MAPLEWOOD EDUCATION ASSOCIATION
AND THE SOUTH ORANGE-MAPLEWOOD BOARD OF EDUCATION

December 11, 2017


The negotiations teams of the South Orange-Maplewood Education Association and the South Orange-Maplewood Board of Education agree to the following memorandum of agreement. This memorandum is subject to ratification by the full membership of the Board and the Association. The teams agree to recommend the terms of this memorandum to their respective membership for ratification.

1. Change all dates in new agreement as applicable.
2. Term of new collective negotiations agreement shall be one year, commencing July 1, 2017 and concluding June 30, 2018.
3. The items in the Tentative Agreement Number 1, dated September 11, 2017 and attached hereto as Exhibit "A," are incorporated herein by reference and shall be included in the successor agreement.
4. ARTICLE XXVI – PAYMENT OF SALARY:
 - i. For the 2017-2018 school year, unit members shall receive an aggregate salary increase of 2.36% upon the agreed-upon salary base of 50,243,984.88 retroactive to July 1, 2017, resulting in a new total base of \$51,430,288.
 - ii. Salary guides for specific distribution of the increase are annexed hereto as Exhibit "B." Employees hired prior to July 1, 2017 and who are otherwise eligible for a salary increment will move up one guide step from the step number they were on in 2016-17. Employees hired on or after July 1, 2017 remain on the same guide step as they were hired on, but will receive the new salary for such step, retroactive to July 1, 2017. Retroactive salary payments will be made as soon as practicable.
 - iii. In addition to the foregoing, the parties agree that the additional sum of ninety-four thousand dollars (\$94,000) will be dedicated to payment of a one-time non-pensionable stipend to certain unit members who would otherwise see a negative net pay impact in 2017-18. For purposes of this Memorandum, "negative net" refers to an employee who would experience a reduction in pay from the prior year even after a salary increase, due to the impact of the mandatory insurance premium contribution.
 - a. No later than May 1, 2018 Association shall provide the Board with a list identifying the stipend amount for those employees who are participating in the Board's healthcare insurance plan.
 - b. The Association shall distribute the monies in a fair and equitable manner to ensure that its contributing healthcare members benefit from the fund.
 - c. The board shall issue a lump sum payment in the June 15, 2018 paycheck.

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- d. The total payment under this sub-paragraph shall in no event exceed \$94,000.
- iv. The total settlement amount for 2017-18 shall not exceed 2.55% of the agreed upon base.
- 5. The parties agree that upon the expiration of the 2017-18 school year, unit members shall not advance on the applicable salary guide until new guides are agreed to and ratified as part of negotiations for the successor collective negotiations agreement commencing July 1, 2018. In effect, unit members shall have their salaries "frozen" at the June 30, 2018 level until negotiations for the new contract are completed and both parties have mutually agreed upon salary increase distribution and ratified the agreement.
- 6. In accordance with Article III of the collective bargaining agreement, negotiations for a successor agreement shall commence on or before February 1, 2018.
- 7. All other negotiations proposals not referenced herein are dropped.


FOR THE ASSOCIATION:

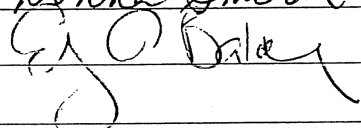


Patricia Massing
Tiffa Barnes

DATED: 12/11/17

FOR THE BOARD:





DATED: 12/11/17

Tentative Agreement Number 1

Between the Negotiating Teams of

**THE SOUTH ORANGE-MAPLEWOOD BOARD OF EDUCATION
-and-
THE SOUTH ORANGE-MAPLEWOOD EDUCATION ASSOCIATION**

September 11, 2017

The parties' negotiations teams agree to the following tentative negotiations items, subject to final agreement on and full ratification of a mutually acceptable Memorandum of Agreement addressing all issues in their negotiations. Except as specified herein, all other proposals of the parties not previously the subject of a tentative agreement remain on the table:

1. ARTICLE V – GRIEVANCE PROCEDURE

SECTION B., DEFINITION OF A GRIEVANCE: AMEND TO READ AS FOLLOWS:

A "grievance" shall be defined as a complaint of employees covered by this Agreement arising from alleged misinterpretation or inequitable application of this Agreement or **the interpretation, application or violation of policies, agreements, or administrative decisions affecting terms and conditions of employment** ~~an established personnel policy or standard personnel practice in effect in this district.~~ This procedure shall be used only for the settlement of grievances of employees covered by this Agreement and shall not be used as an instrument for negotiating changes in School Board policy during the contract term.

SECTION E., PHASE III – SUPERINTENDENT: AMEND LAST SENTENCE TO READ AS FOLLOWS:

The Superintendent shall render a decision in writing with supporting reasons within ten (10) school days, to all parties concerned.

ADD NEW SECTION F., "PHASE IV – FORMAL PROCEDURES – BOARD OF EDUCATION," AS FOLLOWS:

If the Association is not satisfied with the Superintendent's decision, it may, within five (5) school days, submit the grievance in writing to the Board of Education. The Board, or a committee thereof, shall provide the Association an opportunity to be heard on the grievance within ten (10) school days of its receipt, at a time and place to be designated by the Board or committee. The Board shall render a written decision with supporting reasons to all parties concerned within five (5) school days following the next regular public Board meeting occurring

after the hearing date.

CHANGE EXISTING HEADING FOR SECTION "F. PHASE IV – FORMAL PROCEDURES" TO SECTION "G. PHASE V -- FORMAL PROCEDURES" AND RE-LETTER EXISTING SECTION G. to SECTION H.

2. ARTICLE VI – SICK LEAVE:

ADD NEW SECTION F., PERFECT ATTENDANCE AWARD, AS FOLLOWS:

A teacher who utilizes no personal or sick days during a full school year shall receive a payment of Seven Hundred Fifty Dollars (\$750) at the conclusion of the school year. In the event twenty percent (20%) of the teaching staff achieves perfect attendance for the full school year, the perfect attendance payment shall be One Thousand Dollars (\$1,000) for each teacher who utilizes no personal or sick days for such school year. Each teacher who attains perfect attendance shall also be publicly recognized for such accomplishment at a Board of Education meeting.

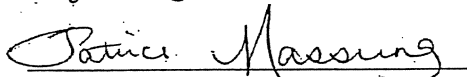
3. ARTICLE XXI – EMPLOYEE HOURS AND EMPLOYEE WORK LOAD

SECTION C., CUSTODIANS, MAINTENANCE WORKERS AND BUS DRIVERS: ADD NEW PARAGRAPH 11, "BUS DRIVER SUMMER COMPENSATION" AS FOLLOWS:

Effective July 1, 2018, compensation for work performed by bus drivers during the summer break shall be at the employee's daily rate. Payment will be prorated if an employee works less than a full day.

FOR THE ASSOCIATION TEAM:





FOR THE BOARD TEAM:

