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**BOARD OF EDUCATION**

**RESOLUTION**

**MEMORANDUM OF AGREEMENT**

**between the**

**ELIZABETH BOARD OF EDUCATION**

**and the**

**ELIZABETH ADMINISTRATIVE AND SUPERVISORY COUNCIL**

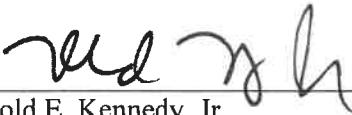
**(July 2019 - June 2022)**

**WHEREAS**, representatives of the Elizabeth Administrative and Supervisory Council and representatives of the Elizabeth Board of Education have engaged in good faith negotiations concerning a contract for the year 2019-2022; and,

**WHEREAS**, the parties have reached a tentative settlement, which has been ratified by the Elizabeth Administrative and Supervisory Council;

**NOW, THEREFORE, BE IT RESOLVED**, that the Elizabeth Board of Education approves and ratifies the attached Memorandum of Agreement and authorizes the President of the Board of Education to execute the new Collective Negotiations Agreement reflecting this Memorandum of Agreement.

TRUE COPY APPROVED AND ADOPTED AT  
THE ELIZABETH BOARD OF EDUCATION MEETING  
HELD ON **July 18, 2019**



\_\_\_\_\_  
Harold E. Kennedy, Jr.  
School Business Administrator/Board Secretary

**MEMORANDUM OF AGREEMENT**

**between the**

**ELIZABETH ADMINISTRATIVE AND  
SUPERVISORY COUNCIL**

**and the**

**ELIZABETH BOARD OF EDUCATION**

This Memorandum of Agreement ("MOA") incorporates the full, final and complete Agreement between the Elizabeth Administrative and Supervisory Council ("EASC") and the Elizabeth Board Education ("Board") (collectively, the "parties") through their respective representatives, and incorporate the terms set forth below which commenced on July 1, 2019 and shall conclude on June 30, 2022. The parties acknowledge that this Agreement shall modify certain Articles and provisions of the parties' prior Collective Bargaining Agreement ("CBA"), which expired on June 30, 2008 and which was thereafter amended by Memorandums of Agreement which applied to the 2008-2009 through 2018-2019 school years.

The parties agree that they shall submit the within agreement for ratification vote on or before August 31, 2019. As such, this agreement is subject to and conditioned upon ratification by the membership of the EASC and the Board. All exhibits attached hereto shall be incorporated by reference.

The Board and the EASC understand and agree that there shall be no changes in the existing terms and conditions of employment between the parties unless specified below:

**I. Article XII Salaries**

**The parties agree to adjust the salaries of bargaining unit members (“members”) in accordance with the following provisions:**

School Year 2019-2020

Salary adjustments of 3% shall be reflective of the agreed-upon scattergram for the 2019-2020 school year resulting in total salaries to be paid in an amount not to exceed \$378,899.00.

School Year 2020-2021

Salary adjustments of 3% shall be reflective of the agreed-upon scattergram for the 2020-2021 school year resulting in total salaries to be paid in an amount not to exceed \$390,266.00.

School Year 2021-2022

Salary adjustments of 3% shall be reflective of the agreed-upon scattergram for the 2021-2022 school year resulting in total salaries to be paid in an amount not to exceed \$401,974.00.

**II. Article XVI Insurance Benefits**

The parties agree to freeze individual member contributions to health care coverage at their current rates for a period of six months, beginning July 1, 2019 and ending December 30, 2019. This amended provision applies to all members, except that if a member is promoted to a position with a different job title in a higher salary range within the same bargaining unit, the member's contribution rate will increase in accordance with the rate applicable to members in that or an equal job title. Any other change of coverage resulting in an increased premium will also be reflected in that person's contribution for health care coverage.

The Parties further agree and acknowledge that, effective January 1, 2020 and thereafter through June 30, 2022 that individual member contributions to healthcare coverage shall be based

on Tier 4 of the Chapter 78 Tables discounted by 10% in accordance with the schedules attached hereto as Exhibits' A, B and C.

### **III. Referral of Issues to Committee**

The Parties agree and acknowledge that the EASC has presented the Board with a list of issues for negotiation and clarification. The list of issues is attached hereto as Exhibit D.

Items 1 and 4 reflected on Exhibit D have been resolved as set forth in Article I, Section I above. Item 15 on Exhibit D refers to a shared duty between the Vice Principal and the Guidance Counselor in addressing standardized testing during the school year. A shared duty is defined as the following:

A School Guidance Counselor may assist with the administration of State Assessments by:

- Developing rosters
- Ensuring accommodations (504, IEP) are followed
- Organizing test sites materials
- Functioning as a test site Examiner or Proctor
- Meeting with students to discuss testing procedures and expectations
- Updating rosters for new entrances "late"
- Communicate with families regarding the impact/importance of assessment

School Guidance Counselors should NOT:

- Sign in/out testing materials
- Complete irregularity reports
- Develop teacher assignments
- Create testing schedule
- Oversee test day operations
- Manage assessment database
- Train examiners and proctors (staff)

As to the remaining issues listed on Exhibit D, the Parties agree to form a Committee comprised of three designated representatives of the Board and three designated members representing the EASC. The Committee shall be Chaired by the Superintendent of Schools who shall be the seventh member of the Committee.

The Committee shall meet every other week to attempt to discuss and resolve all remaining issues listed on Exhibit D. The Committee shall complete its work by January 1, 2020 and the results of the Committee's negotiations shall be reported and reflected in a draft Collective Bargaining Agreement to be submitted to the Board and the EASC for ratification during the month of January, 2020.

**IV. RENEWAL AND MODIFICATION TO HEALTH BENEFITS  
COVERAGE**

The Parties hereto agree and acknowledge that health benefits coverage from Aetna terminated at 12:00 a.m. June 30, 2019. The Parties do further agree and acknowledge that health benefits coverage will be provided by Horizon Blue Cross and Blue Shield of New Jersey which will provide for coverage which will reflect certain changes and modifications which are reflected in the term sheet attached hereto as Exhibit E. The Board further agrees that prior to the 2019-2020 school year it will provide instructional materials which will reflect the new plan designs with Horizon Blue Cross and Blue Shield of New Jersey and will conduct meetings for the benefit of EASC members.

Agreed and Acknowledged

ELIZABETH ADMINISTRATIVE AND  
SUPERVISORY COUNCIL

BY: Jennifer Connel  
Nicholas Conas

Dated: 7/18/19

Dated: 7/18/19

ELIZABETH BOARD OF EDUCATION

BY: [Signature]  
[Signature]  
[Signature]

Dated: 7/18/19

Dated: 7.14.19

Dated:

**Exhibit A****Member Contributions  
% of Premiums  
Single Coverage**

Pensionable Salary Range	Chap. 78 Tier 4	Chap. 78 (10% Disc.)
Less Than 20,000	4.50%	4.05%
20,000-24,999.99	5.50%	4.95%
25,000-29,999.99	7.50%	6.75%
30,000-34,999.99	10.00%	9.00%
35,000-39,999.99	11.00%	9.90%
40,000-44,999.99	12.00%	10.80%
45,000-49,999.99	14.00%	12.60%
50,000-54,999.99	20.00%	18.00%
55,000-59,999.99	23.00%	20.70%
60,000-64,999.99	27.00%	24.30%
65,000-69,999.99	29.00%	26.10%
70,000-74,999.99	32.00%	28.80%
75,000-79,999.99	33.00%	29.70%
80,000-94,999.99	34.00%	30.60%
95,000 and Over	35.00%	31.50%

**Exhibit B**

**Member Contributions**  
**% of Premiums**  
**Member/Spouse or Parent/Child Coverage**

Pensionable Salary Range	Chap. 78 Tier 4	Chap. 78 (10% Disc.)
Less Than 25,000	3.50%	3.15%
25,000-29,999.99	4.50%	4.05%
30,000-34,999.99	6.00%	5.40%
35,000-39,999.99	7.00%	6.30%
40,000-44,999.99	8.00%	7.20%
45,000-49,999.99	10.00%	9.00%
50,000-54,999.99	15.00%	13.50%
55,000-59,999.99	17.00%	15.30%
60,000-64,999.99	21.00%	18.90%
65,000-69,999.99	23.00%	20.70%
70,000-74,999.99	26.00%	23.40%
75,000-79,999.99	27.00%	24.30%
80,000-84,999.99	28.00%	25.20%
85,000-99,999.99	30.00%	27.00%
100,000 and Over	35.00%	31.50%



**Exhibit C**

**Member Contributions**  
**% of Premiums**  
**Family Coverage**

<b>Pensionable Salary Range</b>	<b>Chap. 78 Tier 4</b>	<b>Chap. 78 (10% Disc.)</b>
Less Than 25,000	3.00%	2.70%
25,000-29,999.99	4.00%	3.60%
30,000-34,999.99	5.00%	4.50%
35,000-39,999.99	6.00%	5.40%
40,000-44,999.99	7.00%	6.30%
45,000-49,999.99	9.00%	8.10%
50,000-54,999.99	12.00%	10.80%
55,000-59,999.99	14.00%	12.60%
60,000-64,999.99	17.00%	15.30%
65,000-69,999.99	19.00%	17.10%
70,000-74,999.99	22.00%	19.80%
75,000-79,999.99	23.00%	20.70%
80,000-84,999.99	24.00%	21.60%
85,000-89,999.99	26.00%	23.40%
90,000-94,999.99	28.00%	25.20%
95,000-99,999.99	29.00%	26.10%
100,000-109,999.99	32.00%	28.80%
110,000 and Over	35.00%	31.50%

**EASC MEETING WITH EBOE**  
**CONTRACT NEGOTIATION PROPOSAL**  
**July 16, 2019**

Exhibit D

1. All principals, vice principals and supervisors will receive a 9% increase over the span of a 3-year contract. Healthcare benefits NJBCBS. (Agreed 6/7/19)
2. Request for proposal from EASC for a promotion policy (establish vacation day accrued time for those in district)
3. Request for 12-month administrators to follow the same school calendar as 10-month administrators except the month of June.
4. Increase of the hourly stipend will be 9% over the span of a 3-year contract effective 2019-2020. (Agreed 6/7/19)
5. Floating Holiday: 12-month team members shall have (2) floating holidays while 10-month team members will have (3) floating holidays. These floating holidays cannot be accumulated or carried over to the subsequent year.
6. Compensation for administrative coverage beyond contractual hours.
7. \$2000 allotted for each building for evening events
8. Establish a stipend for schools with busing.
9. Keep \$3,000 for extraneous circumstances - Overtime for the building administrators only - \$3000 will be allotted per school to be used with the approval of the assistant superintendents for extraneous circumstances to be defined.
10. Request for proposal from EASC for the number of family illness, personal days. Increase to three personal and three family illness.
11. Establish a committee to address items listed in proposal that are resolved. Committee shall meet about unresolved issues by January 1, 2020 and can be written, submitted to the board and the EASC Association for ratification in January. (Agreed 6/7/19)
12. Add Doctoral stipend
13. Summer School Hours to mirror central administration/ Friday or rotation of Friday
14. Bereavement: Same as EEA
15. Establish a shared duty to address VP's and standardized testing during the school year.
16. Increase Longevity

Exhibit E

Elizabeth Board of Education Plan New Plan Consideration  
HORIZON BCBS OF NJ  
Medical Only Plans  
OPEN ACCESS PPO/POS PLANS

	NOA 1 Horizon BCBS Open Access 15/25	NOA 2 Horizon BCBS Open Access 20/40	NOA 3 Horizon BCBS Open Access 25/40
Plans	PROPOSED In-Network Benefits	PROPOSED In-Network Benefits	PROPOSED In-Network Benefits
<b>In-Network Benefits</b>	<b>In-Network Benefits</b>	<b>In-Network Benefits</b>	<b>In-Network Benefits</b>
Network	Blue Card Access	Blue Card Access	Blue Card Access
Deductible	N/A	N/A	\$500/\$1000
Coinsurance	100%	100%	90%
Out of Pocket Max. Single	\$400/\$800	\$500/\$1000	\$1000/\$2000
Lifetime Max	Unlimited	Unlimited	Unlimited
PCP Office Visit Copay	\$15 Copay	\$20 Copay	\$25 Copay
Specialist Copay	\$25 Copay	\$40 Copay	\$40 Copay
Hospital Inpatient	\$250 per admission	\$500 per admission	\$500 per admission
Out-Patient Surgery	\$125 procedure	\$250 procedure	\$250 procedure
Emergency Room	\$75 Copay	\$100 Copay	\$100 Copay
Urgent Care	\$25 Copay	\$40	\$40
Ground, Air, Water Ambulance	10%	10%	10%
Preventative Care	100%	100%	100%
Routine Exam 1/12 Months	100%	100%	100%
Diagnostic Testing/X-Rays	100%	90%	90%
Chiropractic	\$25 Copay per visit 30 cal yr.	\$40 Copay per visit 30 cal yr.	\$40 Copay per visit 30 cal yr.
Durable Medical Equipment	90%	90%	90%
Short Term Rehab- ST, PT, OT	\$25 Copay	\$40 Copay	\$40 Copay
Mental Health Inpatient	100%	100%	100%
Mental Health Outpatient	\$25 Copay	\$40 Copay	\$40 Copay
<b>Out-Network Benefits</b>	<b>Out-Network Benefits</b>	<b>Out-Network Benefits</b>	<b>Out-Network Benefits</b>
Deductible	\$500/\$1000	\$1000/\$2000	\$2000/\$4000
Coinsurance	70%/30%	70%/30%	70%/30%
Out of Pocket Max.	\$2,000/\$5,000	\$5,000/\$12,500	\$6,000/\$14,000
Dependent Age	26	26	26
Single	\$852.85	\$804.13	\$664.19
Employee Spouse	\$1,705.69	\$1,608.25	\$1,328.38
Employee Child(ren)	\$1,586.31	\$1,495.68	\$1,235.39
Family	\$2,439.15	\$2,299.81	\$1,899.60

Exhibit E

Elizabeth Board Of Education Plan New Plan Consideration  
HORIZON BCBS OF NJ

HMO PLANS

NHMO 1

NHMO 2

NHMO 3

Plans	HORIZON BCBS HMO 15/25	HORIZON BCBS HMO 20/40	HORIZON BCBS HMO 20/35
	<b>CURRENT</b> In-Network Benefits	<b>CURRENT</b> In-Network Benefits	<b>CURRENT</b> In-Network Benefits
<b>Network</b>	NJ NETWORK ONLY	NJ NETWORK ONLY	NJ NETWORK ONLY
Deductible	N/A	N/A	\$200/\$500
Coinsurance	100%	100%	80%
Out of Pocket Max. Single	\$5,480/\$10,960	\$5,480/\$10,960	\$2,000/\$4,000
Lifetime Max	Unlimited	Unlimited	Unlimited
PCP Office Visit Copay	\$15 Copay	\$20 Copay	\$20 Copay
Specialist Copay	\$25 Copay	\$40 Copay	\$35 Copay
Hospital Inpatient	100% per admission	100% per admission	20% After Ded
Out-Patient Surgery	100% per visit/procedure	100% per visit/procedure	20% After Ded
Emergency Room	\$75 Copay	\$100 Copay	\$100 Copay
Urgent Care	\$25 Copay	\$40 Copay	\$35 Copay
Ground, Air, Water Ambulance	100%	100%	100% After Ded
Preventative Care	100%	100%	100%
Routine Exam 1/12 Months	100%	100%	100% Ded Waived
Diagnostic Testing/X-Rays	100%	100%	20% After Ded
Chiropractic	\$25 Copay per visit 20 cal yr.	\$20 Copay per visit 20 cal yr.	\$25 Copay per visit 30 cal yr.
Durable Medical Equipment	100%	100%	20% After Ded
Short Term Rehab-ST, PT, OT	\$20 Copay	\$40 Copay	\$20 Copay ded waived
Mental Health Inpatient	100%	100%	20% After Ded
Mental Health Outpatient	\$25 Copay	\$40 Copay	\$35 Copay ded waived
Dependent Age	26	26	26
<b>Out-Networks Benefits</b>	<b>Out-Networks Benefits</b>	<b>Out-Networks Benefits</b>	<b>Out-Networks Benefits</b>
Deductible	N/A	N/A	N/A
Coinsurance			
Out of Pocket Max.			
Single	\$760.43	\$764.00	\$774.39
Employee Spouse	\$1,560.85	\$1,528.00	\$1,548.36
Employee Child(ren)	\$1,451.60	\$1,421.05	\$1,439.99
Family	\$2,232.01	\$2,185.04	\$2,214.16