

BOARD OF EDUCATION

RESOLUTION

**APPROVING COLLECTIVE NEGOTIATION AGREEMENTS PURSUANT TO
INVOKING THE DOCTRINE OF NECESSITY**

WHEREAS, the School Ethics Act (N.J.S.A. 18A:12-21 et seq.) was enacted by the New Jersey State Legislature to ensure and preserve public confidence in school board members and school administrators and to provide specific ethical standards to guide their conduct; and

WHEREAS, the School Ethics Commission has provided guidance in Public Advisory Opinion A03-98, regarding how a Board should invoke the Doctrine of Necessity when a quorum of a board of education has conflicts of interest on a matter required to be voted upon; and

WHEREAS, the opinion set forth that, when it is necessary for a Board to invoke the Doctrine of Necessity, the Board should state publicly that it is doing so, the reason that such action is necessary and the specific nature of the conflicts of interest; and

WHEREAS, in keeping with the Legislative purpose as set forth in N.J.S.A.18A:12-22(a), the School Ethics Commission views public disclosure of conflicts of interest to be paramount when it is necessary to invoke the Doctrine of Necessity; and

WHEREAS the Elizabeth Board of Education adopted a resolution invoking the Doctrine of Necessity at its public meeting on January 5, 2017 for the reason of approving a Collective Negotiations Agreements between the Elizabeth Education Association and the Elizabeth Board of Education and that it must do so because of the conflicts of interest for six of nine board members who have conflicts due to their familial and business interests; and

WHEREAS the Elizabeth Board of Education read the resolution at its public meeting scheduled January 5, 2017, and posted public notices for 30 days and provided the School Ethics Commission with a copy of the resolution as required by the Decision of the School Ethics Commission.

NOW, THEREFORE, BE IT RESOLVED, that the Elizabeth Board of Education hereby approves and ratifies the Memorandum of Agreement by and between the Elizabeth Education Association and the Elizabeth Board of Education commencing on July 1, 2016 and concluding on June 30, 2019.

MEMORANDUM OF AGREEMENT

between the

ELIZABETH EDUCATION ASSOCIATION

and the

ELIZABETH BOARD OF EDUCATION

This Memorandum of Agreement ("MOA") incorporates the full, final and complete Agreement between the Elizabeth Education Association ("Association") and the Elizabeth Board Education ("Board") (collectively, the "parties") through their respective representatives, and incorporate the terms set forth below which shall commence on July 1, 2016 and shall conclude on June 30, 2019. 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, 2015 and which was thereafter amended by Memorandum of Agreement which applied to the 2015-2016 school year.

The parties agree that they shall submit the within agreement for ratification vote on or before June 30, 2017. As such, this agreement is subject to and conditioned upon ratification by the membership of the Association and the Board. All exhibits attached hereto shall be incorporated by reference.

The negotiating committee of the Board and Association 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 provisions reflected in Exhibits' A, B, and C attached hereto.

Exhibit A – School Year 2016-2017

The parties agree that there will be a single payment made for the school year 2016-2017 in the amount of \$4,867,966 which shall be distributed in accordance with the attached scattergram which shall reflect a \$1,650.00 payment to certificated members of the EEA and \$550.00 payment to the non-certificated members of the EEA. This retroactive payment for school year 2016-2017 shall not be reflected in the salary guides for 2017-2018 or any subsequent year.

Exhibit B – School Year 2017-2018

Salary adjustments shall be reflective of the attached scattergram for the 2017-2018 school year resulting in total salaries to be paid in an amount not to exceed \$256,977,050.

Exhibit C – School Year 2018-2019

Salary adjustments shall be reflective of the attached scattergram for the 2018-2019 school year resulting total salaries to be paid in an amount not to exceed \$265,036,003.

II. Article XVI Insurance Benefits

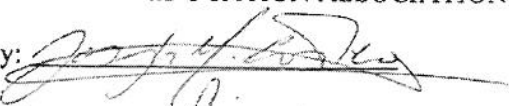
The parties agree to freeze individual member contributions to health care coverage at their current rates for a period of two years, beginning July 1, 2017 and ending at the expiration of this MOA on June 30, 2019. This amended provision applies to all members, except that if a member is promoted to 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.

III. Increase in Stipends and Hourly Rate

The parties agree that the rate for stipends and hourly rate shall increase by 4.04% effective July 1, 2017 and then increase by an additional 2.0% effective July 1, 2018. There will be no retroactive adjustment to the stipends, hourly rate or overtime previously paid in 2016-2017.

Agreed and Acknowledged

ELIZABETH EDUCATION ASSOCIATION

By:  _____

Dated: June 21, 2017

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Dated: June 21, 2017


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Dated: June 21, 2017

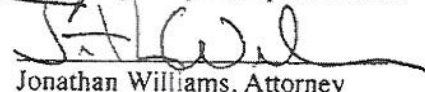
ELIZABETH BOARD OF EDUCATION

By:  _____
Stanley Neron, President

Dated: June 21, 2017

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Olga Hugelmeyer, Superintendent

Dated: June 21, 2017

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Jonathan Williams, Attorney

Dated: June 21, 2017