# MEMORANDUM OF AGREEMENT BETWEEN THE WEST ORANGE EDUCATION ASSOCIATION AND THE WEST ORANGE BOARD OF EDUCATION May 24, 2017

The above-captioned parties, having reached a tentative agreement for a successor Collective Bargaining Agreement as set forth below, shall recommend the terms of this Memorandum of Agreement ("Memorandum") through their respective bargaining committees to the full Board of Education and the Association's general membership, and this Memorandum shall be subject to ratification by the Board and the Association's general membership.

Duration of Contract (PREAMBLE): July 1, 2015 - June 30, 2020

#### Work Hours and Work Load (ARTICLE V):

 Section A.4., Second Paragraph: Replace first full sentence with the following: "In no case shall a mandatory coverage assignment result in a teacher being denied a duty-free lunch."

#### Wages (ARTICLE VI - COMPENSATION):

Increase WOEA salaries (certificated and uncertificated) increases as follows.
 Settlement are inclusive of increment. WOEA unit members covered under this agreement shall receive retroactive pay from July 1, 2015:

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2015-2016 2.60% + $75,600 for salary guide development 2016-2017 2.60% + $75,600 for salary guide development 2017-2018 2.60% + $75,600 for salary guide development 2018-2019 2.60% + $75,600 for salary guide development 2019-2020 2.60% + $75,600 for salary guide development
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- The Salary Guides attached hereto are acceptable and shall be utilized (Attached as Exhibit A).
- The Salary Guide and Longevity changes as proposed by the Association for Security Officers on April 28, 2017 are acceptable (\$2,000 for employees with 14-18 years of service and in 2019-2020 a \$3,000 step shall be added for employees with 19-23 years of service). (Attached as Exhibit B).
- The Salary Guide as proposed by the Association for Computer Technicians on April 28, 2017 is acceptable, with no changes in Longevity structure. (Attached as Exhibit B).
- Longevity structure shall remain unchanged for all other WOEA employees.
- Full retroactive pay to all employees, including those employees whose employment with the district has been severed.

- Add the following sentence: "Employees who have been granted an unpaid leave
  of absence of any type must actually work 91 days within the school year to
  advance on the salary guide. Sick days, personal days, vacation days and
  transfer of sick days by donation count towards the 91 working days."
- The parties agree that for the term of this agreement only (July 1, 2015 –June 30, 2020), should a teacher work at least 91 days in a school year and thereafter is absent for the entire subsequent school year on a Board-approved leave of absence (e.g., child-rearing leave) that teacher will be placed on the next step of the salary guide in the year that she returns. Should the salary of the next step be less than the salary of the previous step that the teacher occupied, the teacher's salary shall be "red-circled" (not reduced) and shall be paid an additional \$2000 to her base salary for the year in which she returns. Should the salary of the next step be greater than the salary of the previous step that the teacher occupied, but less than \$2,000 greater, the teacher will be given the difference so that she receives an increase not to exceed \$2000 for that year. In the subsequent year, the teacher will resume normal salary guide progression on the appropriate teacher salary guide.
- Add the following sentence: "Employees who are hired on or before February 1 of any school year are eligible to advance as per the negotiated settlement for the given year. Employees hired after February 1 of any school year or who worked 90 or less days, shall not advance on the salary guide in the following school year." Should the salary of the step in the subsequent year be less than the previous step that the employee occupied, the employee's salary shall be "red-circled" (not reduced).
- Add the following sentence: "There shall be no retroactive imposition of Chapter 78 contributions upon payment of retroactive pay to those employees entitled to receive same in accordance with the terms of this agreement."

# <u>Tuition Reimbursement (ARTICLE XVIII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT)</u>

- If a member who is eligible for tuition reimbursement is terminated for any reason other than for just cause, but followed all procedures to be reimbursed, the member shall receive reimbursement. A member who submits a letter of resignation in lieu of non-renewal for poor teaching performance shall receive reimbursement according to the provision of this article. A member who voluntarily resigns or leaves the district shall not be reimbursed in accordance with N.J.S.A. 18A:6-8.5 and 18A:6-8.6 and the provisions of this Article.
- Effective July 1, 2017, the Board shall pay no more than \$250,000 each school year towards tuition reimbursement.

## Health Benefits (ARTICLE XX - INSURANCE PROTECTION)

 Agree to accept the Board's health benefits package (Direct Access 10/20 and High Deductible Plan – attached hereto) including elimination of Rx

- reimbursement. The effective date of these changes will be provided as soon as possible with advance notice. (The new plans will become the basis for "equal to or better than" coverage).
- Employees who select the High Deductible Plan will be provided with a Health Reimbursement Account ("HRA") and the Board will be responsible for fifty (50%) percent of the employee's annual deductible under the High Deductible Plan. Additionally, employees who select the High Deductible Plan will be entitled to additional monetary (non-pensionable) payments equal to fifty (50%) percent of his/her deductible amount under the High Deductible Plan, which shall be paid to the employee in his/her first paycheck of the school year (2017), less all applicable withholdings. Thereafter (starting in January 2018), and each January thereafter, because the deductible period resets, the Board will fully fund the HRA to fifty (50%) percent of the employee's annual deductible, and the additional monetary (non-pensionable) payments equal to fifty (50%) percent of the employee's deductible amount under the High Deductible Plan, which shall be paid to the employee in his/her first paycheck in January of each year. Should an employee who has received these additional monies leave the District, he/she is responsible for repaying the District the pro-rata amount for the period of time remaining for the year in which he/she received the additional monies within thirty (30) days of separation.
- · High Deductible Plan shall include sixty (60) therapy visits.
- Upon the issuance of a legal opinion by the Association ensuring the legality of the procedure and the approval of same by Board counsel, the Board will authorize employees who wish to open personal Health Savings Accounts (HSA), which shall not be administered by the Board, to fund same through payroll deductions.
- Add the following language to Paragraph A: "Employees shall continue contributions to his/her health care in accordance with the Tier IV rates set forth in Chapter 78, P.L. 2011."
- Revise Paragraph F (Opting Out of Benefit Package) to provide as follows: "Association members will receive health benefits waivers at a rate of \$4000 for Family/2 Adults/Parent & Child/Single coverage for teachers and \$2000 for Paraprofessionals who waive Single coverage."
- In the matter of West Orange of Bd. Of Ed., P.E.R.C. No. 2016-86, 43 NJPER 44 (¶10 2016), recon. den. P.E.R.C. No. 2017-6, 43 NJPER 76 (¶20 2016), the Public Employment Relations Commission ("Commission") ruled that Article XV, Section B "Supplementary Sick Leave" was not mandatorily negotiable and should be removed from the Collective Negotiations Agreement. The Association did not appeal that decision. The Association has informed the Board that it intends to appeal the Scope of Negotiations Determination by Commission in PERC Decision Number 2017-60, issued on April 27, 2017. Should the Association file such an appeal, the parties will modify the Collective Negotiations Agreement accordingly, following the exhaustion of any and all judicial review.

- The parties agree to incorporate all previously agreed upon items. (Attached as Exhibit C).
- All items which are not agreed upon by the parties shall be deemed withdrawn.
- The Association agrees that it will present this Memorandum of Agreement to its respective membership for a ratification vote no later than Tuesday, June 6, 2017. Should the Association ratify the Memorandum of Agreement, the Board agrees to present the Memorandum of Agreement for a ratification vote by no later than Wednesday, June 7, 2017.
- The Association and the Board agree to meet in the summer of 2017 to review the existing contractual language to determine whether the parties can mutually agree on any other (non-substantive) contractual language changes. Should the parties be unable to mutually agree on any other (non-substantive) contractual language changes, the terms of this Memorandum of Agreement shall be incorporated into the successor collective negotiations agreement. Any mutually agreeable contractual language changes shall be incorporated into the final collective negotiations agreement. The current work schedule for all Association members will be maintained during this process.

West Orange Board of Education:	West Orange Education Association
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8	A	BA+15	BA+30	MA	MA+15	MA+30	MA+45	DR	
1								٠.,	
2 3									
3	53,288	53,883	56,015	56,903	60,574	64,837	66,318		69,575
4	53,681	54,280	58,427	57,321	81,020		66,805		70,086
5	54,249	54,854	57,024		61,666		67,513		70,829
6	54,518	55,124	57,306		61,970		67,845		71,177
7	55,651				63,261		69,053		72,574
8	56,788	57,640	THE RESERVE OF THE PARTY OF THE	The state of the s					73,597
9	57,923	59,059					71,552		74,959
10	59,059	60,479	63,034		67,009		500m		78,083
11	60,195				72,422		78,171		83,919
12	61,878				77,021	81,619	83,344		87,367
13	70,043			110000000000000000000000000000000000000	85,190	The state of the s	91,689		94,243
14	78,983				95,397		101,845		104,670
15	82,110			Company of the Compan		10.000000000000000000000000000000000000	104,995		107,901
Longevity									
Paid upon completi	on of								
14-18 years of serv	rice	5,502							
19-23 years of serv		7,079							
24-28 years of serv		8,667							
29-32 years of serv		10,266							
33+ years of service		12,221							

	BA	BA+15	BA+30	***				1000
		PUTIO	DATSU	MA	MA+15	MA+30	MA+45	DR
2								
3	54,354	54,961	57,135	ED 044	04 700	00.404		
4	54,887	55,500	57,696	58,041 58,810	81,786	66,134	67,644	70,987
5	55,157	55,772	57,979		62,391	66,782	68,307	71,662
6	55,741	58,363		58,897	62,698	67,110	68,642	72,013
7	56,015	58,640	58,592	59,521	63,382	67,822	69,370	72,776
8		Control of the second	58,882	59,815	63,674	68,155	69,711	73,134
ý	57,182	57,883	59,516	60,216	65,001	69,436	70,952	74,570
	58,350	59,225	60,800	61,558	66,343	70,719	72,236	75,621
10	59,516	60,683	62,200	63,017	67,685	72,168	73,520	77,021
11	60,712	62,172	64,799	67,717	68,886	73,555	75,891	80,269
12	61,881	64,406	68,541	70,315	74,450	77,996	80,359	86,268
13	64,817	70,444	75,562	78,164	80,680	85,496	87,302	91,517
14	73,370	78,477	83,432	84,598	89,236	94,221	96,044	98,719
15	83,342	88,858	94,374	95,466	100,277	105,108	106,570	109,619
Longevity								
Paid upon completion	of							
14-18 years of service		5,502						
19-23 years of service		7.079						
24-28 years of service		8,667						
29-32 years of service		10,266						
33+ years of service		12,221						

BA		BA+15	BA+30	MA	MA+15	MA+30	MA+45	DR	
1									
2 3									
3	55,441	56,060	58,278	59,202	63,021	67,457	68,997		72,386
4	55,849	56,472	58,707	59,637	63,485				72,918
5	56,396	57,026	59,282	60,222					73,633
6 7	56,674						A CHARLESTON		73,993
	57,274	57,913	60,204						74,778
8	57,558	58,198	60,501						75,146
9	58,754	59,475							76,621
10	59,954				68,167				77,700
11	61,153	62,352	63,910	64,750	69,546	74,153			79,139
12	62,382	63,882	66,581	69,580	70,780	75,578			82,477
13	64,820		71,797	73,655	77,987	81,700	84,176		90,366
14	67,896	73,790	79,151	79,782	84,512	89,557	91,449	1	95,864
15	76,453	82,213	87,706	88,579	93,397	98,384	100,075		103,787
16	85,009	90,635	96,261	97,375	102,282	107,210			111,709
Longevity									
Pald upon completion	of								
14-18 years of service		5,502							
19-23 years of service		7,079							
24-28 years of service		8,667							
29-32 years of service		10,266							
33+ years of service		12,221							

Teacher Sa	lary Gul	de (2018-19	)					ria la la	
		BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	DR
	1								
	2								
	3	58,550	57,181	59,444	60,386	64,282	68,806	70,377	73,834
	4	56,966	57,602	59,881	60,830	64,754	69,312	70,895	74,377
	5	57,385	58,025	60,321	61,277	65,231	69,821	71,416	74,923
	6	57,947	58,594	60,913	61,878	65,870	70,506	72,116	75,658
	7	58,232	58,882	61,212	62,181	66,194	70,852	72,469	76,028
	8	58,849	59,505	61,859	62,840	66,895	71,603	73,237	76,834
	9	59,138	59,79B	62,185	63,150	67,224	71,955	73,597	77,212
	10	60,370	61,110	62,835	63,574	68,625	73,308	74,908	78,728
	11	61,603	62,527	64,190	64,990	70,042	74,662	78,264	79,837
	12	62,835	64,066	65,668	66,531	71,458	76,192	77,619	81,318
*	13	64,253	65,798	68,578	71,667	72,903	77,846	80,317	84,951
	14	67,089	69,826	74,310	76,233	80,716	84,580	87,123	93,529
	15	70,782	76,926	82,515	83,173	88,104	93,363	95,336	99,939
	16	80,275	86,323	92,091	93,008	98,067	103,303	105,079	108,976
	17	86,709	92,448	98,186	99,323	104,328	109,354	110,875	113,944
ongevity									
Pald upon co	ompletio	on of							
14-18 years	of servi	ce	5,502						
19-23 years			7,079						
24-28 years			8,667						
29-32 years			10,266						
33+ years of			12,221						

	BA	BA+15	BA+30	MA	MA+15	MA+30	BBA . 45	20
1			A more and		1110	MATOU	MA+45	DR
2								
3	57,681	58,325	60,633	61,594	65,587	70,182	71 705	75.040
4	58,105	58,754	61,078	62,046	66,050	70,698	71,785	75,310
5	58,504	59,157	61,498	62,472	66,503	71,183	72,312	75,864
6	58,934	59,592	61,950	62,932	66,992	71,707	72,809	76,385
7	59,512	60,176	62,557	63,549	67,649	72,410	73,344	76,946
8	59,805	60,472	62,864	63,860	67,981	72,765	74,063	77,701
9	60,438	61,112	63,529	64,537	68,701	73,537	74,426	78,081
10	60,735	61,413	63,843	64,855	69,039	73,898	75,215	78,909
11	82,000	62,760	64,531	65,290	70,478	75,287	75,584 76,931	79,297
12	63,266	64,215	65,923	68,745	71,933	76,678	78,323	80,854
13	64,562	65,828	87,474	68,360	73,423	78,287	79,753	81,993
14	66,181	67,772	70,638	73,817	75,091	80,181	82,727	83,551
15	69,437	72,270	76,911	78,901	83,541	87,519	90,172	87,499
16	74,321	80,772	88,641	87,331	92,509	98,032	100,103	96,802 104,935
17	87,923	93,742	99,561	100,713	105,789	110,885	112,427	115,539
Longevity								
Pald upon complet	ion of							
14-18 years of sen	rice	5,502						- 4
19-23 years of serv	rice	7,079						
24-28 years of serv	rice	8,667						1
29-32 years of serv	lce	10,266						
33+ years of service	е	12,221						

#### Secretarial Salary Guide (2015-16) Col 1 Col 2 Col 3 Col 4 1 42,284 34,367 43,723 49,064 2 34,620 34,959 42,595 44,045 49,668 44,478 45,572 43,012 53,763 4 35,820 44,071 57,123 62,723 5 35,907 44,179 45,683 6 38,176 42,201 46,970 48,569 67,203 51,923 53,691 73,573 8 43,774 53,858 55,691 75,043 61,056 66,328 9 49,624 63,134 77,843 10 53,909 68,586 78,503 11 57,486 70,728 73,136 79,163 DAYS 191 235 243 243

Payroll Administrative Assistant, Benefits Administrative Assistant, HS Financial A.A. and HS Attendance Office Coordinator shall be paid at a rate of 1.05 times their guide salary

Longevity

Paid upon completion of

14-18 years of service	4815
19-23 years of service	6402
24-28 years of service	8042
29-32 years of service	9650
33+ years of service	11000

	Col 1	Col 2	Col 3	Col 4
1	35,054	43,130	44,598	45,490
2	35,312	43,447	44,926	50,413
3	35,572	43,766	45,256	51,034
4	35,920	44,195	45,699	55,241
5	36,805	45,283	48,825	58,694
6	36,894	45,394	48,939	64,448
7	39,226	48,262	49,905	69.051
8	43,362	53,351	55,167	75,596
9	44,977	55,339	57,222	77,107
10	50,989	62,735	64,871	79,984
11	55,391	68,152	70,472	80,662
12	58,635	72,143	74,599	80,746
DAYS	191	235	243	242
Payroll Administrative HS Financial A.A. and shall be paid at a rate	HS Attende	ince Office	Coordinato	Assistant r
Longevity				
Pald upon completion	of			
14-18 years of service		4815		
14-18 years of service 19-23 years of service	ex in the	4815 6402		
14-18 years of service 19-23 years of service 24-28 years of service		6402		
14-18 years of service 19-23 years of service 24-28 years of service 29-32 years of service 33+ years of service		257.25		

	Col 1	Col 2	Col 3	Col 4
1				
2	36,018	44,316	45,824	46,741
3	36,283	44,641	46,161	51,800
4	38,550	44,970	48,501	52,438
5	38,908	45,410	48,956	56,761
6	37,817	48,529	48,113	60,308
7	37,909	46,642	48,230	66,220
8	40,304	49,589	51,277	70,950
9	44,554	54,818	56,684	77,675
10	46,214	56,860	58,796	79,228
11	52,391	64,460	66,655	82,184
12	59,808	73,586	76,091	82,361
DAYS	191	235	243	243
Payroll Administrating HS Financial A.A. a shall be paid at a ra	nd HS Attend	ance Office	Coordinato	Assistani or
Longevity				
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Paid upon completion	on of			
Paid upon completion		4815		
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Paid upon complete 14-18 years of servi 19-23 years of servi	Ice ice	107.78		
adio fee to	ice ice	6402		

		Col 1	Col 2	Cal 3	Col 4
	1				
	2	36,558	44,980	46,512	47,442
	3	37,009	45,534	47,084	48,028
	4	37,281	45,869	47,431	53,224
	5	37,555	46,206	47,779	53,880
	6	37,923	46,659	48,247	58,321
	7	. 38,857	47,808	49,438	61,966
		38,952	47,925	49,558	68,041
	9	41,413	50,953	52,687	72,901
	10	45,780	56,326	58,243	79,811
	11	47,485	58,424	60,413	81,406
	12	54,245	66,741	69,013	85,093
	13	61,004	75,057	77,813	85,655
DAYS		191	235	243	243
ayroll Ad	iministrati	ve Assistant, I	Benefits Ad	ministrative	Assistant
IS Finan	cla A.A. B	nd HS Attend	ance Office	Coordinate	or
hall be p	aid at a re	ite of 1.05 time	es their guid	le salary	
ongevity					
Pald upor	completi	on of			
	re of none	ice	4815		
4-18 yes	IP OI POIL				
		ice	6402		
19-23 yes	rs of serv		6402 8042		
24-28 yes	rs of serv	ice			

3		Col 1	Col 2	Col 3	Col 4
	1		0012	0013	0014
	2	37,107	45,655	47.209	48,153
	3	37,584	46,217	47,791	48,746
	4	38,026	46,786	48,379	49,347
	5	38,306	47,130	48.735	54,688
	6	38,588	47,477	49.093	55,361
	7	38,966	47,942	49,574	59,925
	8	39,925	49,123	50,795	63,670
	9	40,023	49,243	50,919	69,912
	10	42,551	52,354	54.136	74.905
	11	47,039	57.875	59,845	82,006
	12	48,791	60,031	62,074	83,645
	13	55,736	68,576	70,911	87,433
	14	61,919	76,183	78,777	88,000
DAYS		191	235	243	243
HS Financ	cial A.A. an	e Assistant, I d HS Attend e of 1.05 time	ance Office	Coordinato	Assistant r
Longevity					
Paid upon	completion	n of			
14-18 yea	rs of service	e	4815		
	rs of service		6402		
19-23 yea			100 T- 01 T- 100		
	rs of service	0	8042		
24-28 yea 29-32 yea	rs of service of service		8042 9650		

Non	-Deg.	BA	MA
1			11115
2	27,000	29,000	31,000
3	27,855		
4	27,926		
5	28,284	29,732	
6	28,423	29,879	
7	29,123	30,614	32,886
8	29,694	31,214	33,532
9	29,838	31,365	33,694
10	29,912		33,702
11	30,055		The second second
12	33,014	34,389	36,511
Longevity			
Paid upon completion	of		
14-18 years of service		931	
19-23 years of service		1,398	
24-28 years of service		1,862	
29-32 years of service		2,329	
33+ years of service		2,444	

	Non-Deg.	BA	MA
2	27,000	29,000	31,000
3	27,743	29,798	31,853
4	28,416	29,871	32,089
5	28,694	30,163	32,403
6	29,062	30,549	32,818
7	29,204	30,700	32,980
8	29,924	31,456	33,791
9	30,510	32,073 32,228 32,393	34,455 34,620 34,629
10	30,658		
11	30,734		
12	33,509	34,905	37,059
Langevity			
Pald upon completi	on of		
14-18 years of serv	ice	931	
19-23 years of serv	1398		
24-28 years of serv		1862	
29-32 years of serv		2329	
33+ years of servic		2444	

	Non-Deg.	BA	MA	
1			.,,,	
2	27,250	29,250	31,250	
3	27,743	29,798	31,853	
4	28,505	30,617	32,728	
5	29,197	30,692	32,971 33,294 33,721 33,887 34,720 35,402 35,572	
8	29,483	30,992		
7	29,861	31,389		
8	30,007	31,545 32,321 32,955 33,114		
9	30,747			
10	31,349			
11	31,501			
12	34,179	35,603	37,800	
Longevity				
Paid upon comple	tion of			
14-18 years of ser	931			
19-23 years of ser	1398			
24-28 years of ser	1862			
29-32 years of ser	vice	2329		
33+ years of service	2444			

		Non-Deg.	BA	MA
	1	_		
	2			
	3	27,999	30,054	32,109
	4	28,505	30,617	32,728
	5	29,289	31,459	33,628
	6	30,000	31,536	33,878
	7	30,294	31,845	34,210
	8	30,682	32,253	34,648
	9	30,833	32,412	34,819
	10	31,593	33,210	35,875
	11	32,211	33,861	36,376
	12	32,604	34,273	36,817
	13	35,033	38,493	38,745
ongevity				
eld upon c	ompleti	оп of		
4-18 years	of serv	Ice	931	
9-23 years			1398	
4-28 years		1862		
9-32 years			2329	
3+ years o		2444		

		Non-Deg.	BA	MA
	1			
	2			
	3	28,559	30,655	32,752
	4	28,769	30,881	32,992
	5	29,289	31,459	33,628
	6	30,095	32,324	34,553
	7	30,825	32,403	34,809
	8	31,127	32,720	35,151
	9	31,526	33,140 33,303 34,539	35,601 35,776 37,102
	10	31,681		
	11	32,857		
	12	33,822	35,554	38,194
	13	35,647	37,132	39,423
ongevity				
ad upon o	ompletic	on of		
4-18 years	of servi	ce	931	
2-23 years	of servi	1398		
4-28 years		1882		
9-32 years	of servi	ce	2329	
3+ years o	f service	2444		

		T	

SECURITY											
2015-16	-1000			2016-	17	COVER TO	The program of the second	2017-18			/
Step		12 Month	10 Month	Step		12 Month	10 Month	Step	1	2 Month	10 Month
	1		39,500		1	42,500	39,500		1	43,000	39,500
	2	44,000			2	43,260	40,685		2	43,775	40,685
	3	45,500			3			LEATE S	3	44,558	41,906
	4	46,500			4	46,865	42,000		4	46,680	42,873
	5				5	47,895			5	48,271	43,500
	6	48,876			6	50,097	44,000		8	51,450	44,500
Coord		63,538		Coord		65,127		Coord		66,885	
								(4)			
Longevity				Longe				Longevity	y		
Completion of 14-18				Comp				Completi	on c		
19-23		2,000	2,000	14-18		2,000	2,000	14-18		2,000	2,000
10-23				19-23				19-23		3,000	3,000
2018-19		-		2019-	20						
Step		12 Month	10 Month	Step		12 Month	10 Month				
	1	43,000	39,750		1	43,500	39,750				
	2	44,290	40,685		2	44,290					
	3	45,088	41,906		3	45,619					
	4	45,895	43,163		4	46,441					
	5	48,080	43,953		5	47,271	44,458				
	6	52,839	44,750		6	54,266	45,958				
Coord		68,691		Coord		70,546					
Longevity				Longe							
Completion of		0.000	0.000	Compl	etior						
14-18 19-23		2,000	20.00	14-18		2,000	2,000				
13-23		3,000	3,000	19-23		3,000	3,000				

TECHS

2015-16	Salary	2016-17	Salary	2017-18	Salary	2018-19	Salary	2019-20	Salary
Techs 1	60,500	Techs 1	60,650	Techs 1	61,000				62,000
2	62,307	2	62,315	2	62,470			1 DOTO 10 SA	The state of the s
3	64,500	3	64,176	3	64,184				63,345
4	68,448	4	66,435	4			- 1,0		64,715
	71,785	5	The state of the s	5			68,084		66,274
6	73,695				72,616				68,093
7	78,000		75,906		The second secon				70,127
8	No. of the last of				76,157		74,795		76,220
9	80,000	D 10 10 10 10 10 10 10 10 10 10 10 10 10	80,340		78,184		78,441		77,038
10					80,628		80,529		80,794
11				3000	82,750		83,047	130000	82,945
	00,000		86,751	11	89,353	11	92,034	11	94,795
A/V Coord	62,653	A/V Coord	64.533	AV Coord	66 460	AV Coord	60 463	A/V Coord	70 547
AV Tech		AV Tech		AV Tech		AV Tech		AV Tech	70,517
VOIP Coor		VOIP Coor		VOIP Coor		VOIP Coor		VOIP Coor	54,793
Net Mgr		Net Mgr		Net Mgr	The state of the s	Net Mgr		Net Mgr	86,263
MIS Coord		MIS Coord		MIS Coord		MIS Coord	110,442	MIS Coord	136,222 113,755
Longevity to mat Admin Assts	ch	Longevity to Admin Ass		Longevity to Admin Assi		Longevity to Admin Asst	The state of the s	Longevity to r	natch

Longevity schedule for all years of contract

Paid upon completion of

4815
6402
8042
9650
11000

#### EXHIBIT C

# MEMORANDUM OF AGREEMENT BETWEEN THE WEST ORANGE EDUCATION ASSOCIATION AND THE WEST ORANGE BOARD OF EDUCATION

The parties agree to incorporate all previously agreed upon items set forth herein:

#### ARTICLE I - RECOGNITION

Delete "Instructional Assistant" and add "Paraprofessional." (Change throughout the agreement).

Update titles to reflect current positions, and delete those that are not used. Change Guidance Counselors to School Counselors and Librarians to Library Media Specialists.

All full-time Security Guards.

Change the word "Paragraph" to "Article"

C.3. Add the titles "District Multimedia Coordinator", "District Multimedia Technician", "District Test Coordinator", "Management Information Systems Coordinator"

#### ARTICLE IV - EMPLOYEE RIGHTS

Add F. All criticism and discipline administered against an employee shall be, to the greatest extent possible, administered confidentially.

# ARTICLE V - WORK HOURS AND WORK LOAD

- A.1.a Remove the following as it constitutes a managerial prerogative: "but they shall not be required to "clock in" or "clock out" by hours and minutes (PERC Scope Decision No. 2016-86).
- A.2.a. Remove the following as it constitutes a managerial prerogative "Teachers who are assigned cafeteria, in-school suspension or study hall supervision may only be assigned a planning period as their second supervisory assignment." (PERC Scope Decision No. 2016-86).
- A.2.a. Remove the following as it constitutes a managerial prerogative: "Any High School teacher assigned to the Attendance Appeals Committee as a duty shall be assigned to a different duty during the first semester." (Per Scope decision)

In the last paragraph of A.2.a. change the word "supervisory" to "duty". Change the word "improvement" to "Development".

Correct VILE to VII.E

(Key to Chart)

- Eliminate entire subsection on tutoring.
- A.9. Delete this provision from this section and move to a more appropriate location in the agreement, under compensation, and not eliminated.

- B.3.b. Work Year Administrative Assistants. In the last line remove "for a holiday season."
- B.4. Instructional Assistants' Work Year and Work Day. Change all references to Instructional Assistant to Paraprofessionals.

## ARTICLE VI - COMPENSATION

# A.4. Operation and Administration of the Salary Guides

c. Per Sidebar Agreement - Eliminate in-service salary guide credits. Change column BA/MA 16 to BA/MA 15; change column BA/MA 32 to BA/MA 30; and change column BA/MA 48 to BA/MA 45.

#### A.5. Schedules E and F

#### SCHEDULE E - Co-Curricular Salary Guide

- Delete the words "teaching in the Achievement program (WOAP)"
   Delete the last sentence starting with the word "Notwithstanding".
- i. In the last sentence, remove the words "if salary guide credit is not elected."
- k. Eliminate "Right to Know/Chemical Hygiene Officer" stipend.
- n. Add the word "daily" before the word "rate".
- t. Delete "Commencing on July 1, 2013."

Add following paragraph: "The Position of District Test Coordinator is a 12-month position and those holding this position shall be placed upon the Regular Teacher Salary Guide in the appropriate position for experience and training level, and shall be paid at a rate of 1.2 times their salary."

Add v. Any employee called upon to provide language translation services after their regularly scheduled hours shall be compensated at a rate of \$39.00 per hour (NOTE: This provision was relocated but not changed).

#### **B.** Administrative Assistants

3. Summer Payment Plan/12 Month Payment Option – Add the words "Ten Month" before Administrative Assistant.

# D. District Computer Technicians

- 3. Mileage Delete the words "of .31 cents/mile"
- F. Direct Deposit of Pay Delete the words "make reasonable efforts to"

# ARTICLE VII - NON TEACHING DUTIES

Delete the words "milk money", replace with "field trips"

Modify first sentence to change approval for distribution of flyers form Board of Education to Superintendent of Schools or his/her designee.

E. Curriculum Writing: (per sidebar agreement)

Delete E in its entirety and replace with the following:

Teachers who agree to write curriculum shall meet with the administrator overseeing the curriculum writing project, and shall agree to the following items:

the nature and scope of the project to be undertaken; the estimated amount of time necessary for the completion of the project; the date when the project will be approximately half completed; and the date when the project will be completed.

On or before the date on which the project is expected to be half completed, the teachers shall deliver to the administrator overseeing the project that portion which has actually been completed along with a statement of the time worked to date on the project.

The administrator will promptly review the work and provide appropriate guidance and other feedback and either (a) instruct the teachers to continue to completion or (b) instruct the teachers to terminate work on the project.

If the teachers are instructed to terminate working on the project, the teachers will submit for payment at the contractual rate for the time already worked on the project, and the administrator will recommend approval of the payment at the earliest possible date. If the teachers are instructed to continue working to completion, they will do so, will deliver the completed project, will submit for payment at the contractual rate for time worked on the project, and the administrator will recommend approval of the payment at the earliest possible date.

#### ARTICLE IX - TEACHER ASSIGNMENT

B. Add last sentence: Teachers who are required to travel between schools shall be permitted a 30 minute travel period.

# ARTICLE XII - PROMOTIONS

B. Change (Instructional Assistants to Paraprofessionals).

# ARTICLE XV - SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

G.2. Immediate: 1. Add the word "grandchild" after the word "sister."

Change G.2.c. to G.2.3. and add title "Non-Immediate" relative of the second degree

K. Leaves Without Pay: Change the word "tenure to tenured." Change the words "either of" to "such."

# ARTICLE XVIII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Eliminate the following language as it violates <u>NJSA</u> 18A:6-8.5 and <u>NJSA</u> 18A:6-8.6: "and will further be allowed to accumulate these hours towards salary guide credits. (As an example of the accumulation permitted, if a staff member attends 6 hours of such programs in each of the first and second years of the agreement, and attends an additional 3 hours, these 15 hours will be counted as 1 credit towards salary guide advancement, in additional to being applied towards the State 100 hour requirement. (per sidebar agreement)

- 3.a. Course Credit: Delete Section in its entirety.
- 3.b. Salary Guide Credit: Eliminate Section A.3.b. in its entirety.

Add new language: "All provisions under this Article shall be administered in accordance with P.L. 2010, Chapter 13, cited as NJSA 18A:6-8.5 and 18A:6-8.6, which govern the requirements for tuition assistance and/or additional compensation (such as salary guide credit or movement), for completion of academic credits or degree programs, taken at an institution of higher education, as defined by the aforementioned statute."

#### B. New Teacher Training:

Eliminate language in 4th paragraph, 2nd and 4th sentences:

"No in class assignments designed to encourage reflective and self-critical practices will be required to be submitted to any instructor or supervisor. No assignment, mandatory or optional, designed to encourage reflective and self-critical practices, shall be required to be submitted to any supervisor or administrator, and no such assignment, or failure to submit such an assignment, shall form a basis for any performance evaluation, and no negative comments or other information shall be placed in any such employee's personnel file and/or be included as a part of any evaluatory report, including APRs, and shall not be used in any way in the evaluation and/or determination of an employee's job performance and/or continued employment status." (PERC Scope Decision No. 2016-86).

#### C. Administrative Assistants:

Eliminate Section C.1. in its entirety.

#### D. Instructional Assistants:

Change "Instructional Assistants" to "Paraprofessionals."

# ARTICLE XX - INSURANCE PROTECTION

#### A. Medical:

1. Add "Security Guards" after "Computer Technicians" in subtitle of the section.

#### B. DENTAL:

- B. 1. Add "and Security Guards" after "Computer Technicians." (Change "Officers" to "Guards" throughout Agreement).
- B. 2. Change "Instructional Assistants" to "Paraprofessionals."

## ARTICLE XXV - MISCELLANEOUS PROVISIONS

C. 2. Delete "733 Eagle Rock Avenue" and replace with "the then current WOEA President at his/her place of employment or if no school is in session, to his/her home address."

# TENTATIVE AGREEMENTS FROM MAY 23, 2017

- All Security Guards and Computer Technicians will be placed on the newly created guides as agreed.
- Article V, A.2.b.(a). Add, after fourth paragraph: "When an assembly or other special schedule is in place, at the time when a classroom teacher would normally have a personal preparation period, if the special area teacher who would normally have responsibility for the class at that time is available, they are to report and relieve the classroom teacher so that the preparation period is not lost."
- Article V, A.2.b.(c). Insert, after this, "Notwithstanding the foregoing, teachers who teach lab courses shall be limited to a maximum of five classes with no more than four labs."
- Art. V.A.5. In the first sentence, after the phrase "scheduled preparation period", add the phrase "or who loses a scheduled preparation period d due to required meetings or non-standard scheduling", and after the sentence, insert the following: "Notwithstanding the foregoing, teachers may be required, not more than two times per month, to attend IEP meetings during preparation periods, without compensation. Subsequent required meetings shall be compensated at the class coverage rate."
- Art. VI.A.5.j. Effective September 1, 2017, the rate for Athletic Trainers shall increase from 1.2 to 1.225.
- Art. VI.A.5.k. Old k is being eliminated per prior agreement.
- Art. VI.A.5.r. In first sentence, replace "uncompensated" with "compensated at one-half (1/2) the rate for similar organization.
- Art. VI.D. Insert, after that language, the following: "Computer Technicians shall not be required to use personal vehicles for moving large quantities of computer equipment."

- Art. XV. Insert, after the first sentence: "Notwithstanding the foregoing, employees employed on an eleven month basis or a ten month plus 20 or more days basis shall be allowed eleven (11) days absences with full salary for sickness in person or quarantine."
- All stipends to increase by 2% in 2017-18 school year only.

West Orange Board of Education:	West Orange Education Association:
Janu Le D	Stavi Varanel.
	Democ Keolte