

MOA 4/28/22

**MEMORANDUM OF AGREEMENT
BETWEEN THE
FLEMINGTON-RARITAN REGIONAL BOARD OF EDUCATION (Board)
and the
FLEMINGTON-RARITAN EDUCATION ASSOCIATION (Association)
for a Successor Contract to the Current Contract
Between the Board and the Association
For the Period July 1, 2022 to June 30, 2027**

THIS MEMORANDUM OF AGREEMENT is made this ____ day of _____, 2022, by and between the negotiating teams representing the Board and the Association.

WHEREAS, the parties have been engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract which expires on June 30, 2022; and

WHEREAS, the parties have arrived at a Memorandum of Agreement which each will present to their respective constituents, along with their recommendations for acceptance and ratification.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties stipulate as to the following:

1. The provisions of this Memorandum are subject to and contingent upon ratification by the parties represented by the signatories herein to the contract and to the execution of a more formal contract.
2. The Contract shall cover the period of July 1, 2022 to June 30, 2027.
3. All portions of the most recently expired contract not modified by the terms of this Memorandum shall continue to be of full force and effect and be carried forward and be incorporated into the July 1, 2022 to June 30, 2027 Contract.
4. A duplicate of this Memorandum has been furnished to and been received by representatives of the parties herein.
5. Unless otherwise noted, all dates involving the duration in the contract shall be conformed to the duration of the July 1, 2022 to June 30, 2027 Contract.

The parties agree as follows:

A. Salary:

1. The 2021-2022 agreed upon Base Year Salaries shall be increased, inclusive of increment and exclusive of longevity, for each year of this Contract by the following:
 - a. 2022-2023: 3.50%
 - b. 2023-2024: 3.50%

- c. 2024-2025: 3.25%
- d. 2025-2026: 3.25%
- e. 2026-2027: 3.25%

- 2. Salary distribution and salary guide construction shall be mutually arrived at by the Association and the Board and are subject to the approval of both parties.
- 3. Following the development of salary guides, the parties shall meet to consider an increase to longevity.

B. Article 8.D.1.b – Teaching Hours and Teaching Load, Parent Teacher Conferences

- 1. Delete: In addition to the schedule of parent-teacher conferences in place at the Middle School beginning in 2002, Grades 6, 7, & 8 shall have two (2) additional non-consecutive Board scheduled parent teacher conference evenings. Each of these evenings shall not exceed three (3) hours and shall occur on regular length student days.
- 2. Insert: In the event a teacher is required to attend parent-teacher conferences on a full school day, the following terms shall apply.

In the event a teacher is required to attend parent-teacher conferences on a full school day, the following terms shall apply. Teachers shall receive payment for these additional meetings at the rate of 1/400th of the annual salary for each evening. Payment shall be made in the month following the meetings. Said additional conferences shall be scheduled either the week prior to or the week following the week of scheduled day conferences. Said additional conferences shall not be scheduled before a holiday, recess period, weekend, or the day preceding NJEA Convention days.

C. Article 8.H.2 – Teaching Hours and Teaching Load, Curriculum Work

- 1. Delete: thirty-three dollars and seventy eight cents (\$33.78)
- 2. Insert: forty-five dollars (\$45.00)

Compensation for curriculum work and other summer planning or clerical tasks and/or curriculum work beyond the regular school day will be **forty-five (\$45.00)** per hour.

D. Article 8.H.3 – Teaching Hours and Teaching Load, Grant Funded Positions

- 1. Delete: \$40
- 2. Insert: \$55

Compensation for summer and after-school programs funded with Federal and/or State Grant Money (e.g. Title 1 and Title 3) will be at the teacher's hourly rate,

but shall not exceed \$55 per hour. It is agreed that these positions will be posted and filled by those who apply; there will be no involuntary assignments.

E. Article 8.H.4 – Teaching Hours and Teaching Load, Professional Development Days

1. Delete: There will be a full day program for the annual Welcome agenda. In addition, there will be four (4) annual professional development days/school year as per the Local Professional Development Committee plan / recommendation.
2. Insert:
 - a. There will be five staff work days throughout the school year for the purpose of planning, preparation, and professional development. A Professional Development Committee shall be established to approve the agenda for each of these work days.
 - b. One half of one work day prior to the arrival of students will be reserved for teacher-directed preparation and planning for the school year. No meetings will be required or duties assigned during this period.
 - c. The Professional Development Committee will consist of an equal number of representatives appointed by the Superintendent and by the FREA President. Members of the committee may make recommendations for professional development, and the committee must approve the agenda for each staff work day.
 - d. In the event that the committee has not approved an agenda one week prior to the staff work day, the day shall be reserved in its entirety for teacher-directed preparation and planning.

F. Article 8.H.7 – Teaching Hours and Teaching Load, Involuntary Transfers

1. Insert New Paragraph: **Any teacher who is subject to an involuntary transfer or who must involuntarily move to a new classroom will be compensated at their hourly rate for a minimum of 3.5 hours and a maximum of 14 hours, as approved by the Superintendent.**

G. Article 21.G – Protection of Employees, Students and Property

1. Delete paragraph.
2. Re-number paragraphs H and I.

H. Article 25.D.1.b – Sick Leave and Payment for Accumulated Sick Leave

1. Substitute: The teacher shall provide notice of their intent to retire, and inadequate notice may delay payment. If the teacher notifies the Board by February 15th of a given fiscal year, payment shall be made no later than July 15th of the subsequent

fiscal year. If the teacher notifies the Board after February 15th, the payment may be delayed by up to one additional fiscal year, unless funds are available earlier.

I. Article 25.D.1.f – Sick Leave and Payment for Accumulated Sick Leave

1. Insert: as if they were retiring. The maximum payment shall not exceed \$15,000

In the event of the death of a teacher before retirement, the estate of said teacher shall receive payment for unused sick days **as if they were retiring. The maximum payment shall not exceed \$15,000.**

J. Article 33.A.1 – Professional Development and Educational Improvement – Tuition Reimbursement

1. Delete: July 1, 2008
2. Insert: July 1, 2022
3. Delete: have a minimum of two years ^{for} teaching experience
4. Insert: be tenured

Effective **July 1, 2022**, newly hired teachers must **be tenured** to be eligible for this benefit.

K. Article 33.A.4 – Professional Development and Educational Improvement – Tuition Reimbursement

1. Delete: items
2. Insert: only item
3. Delete are
4. Insert: is
5. Delete: fees, and required textbooks

The **only item** eligible for reimbursement is tuition.

L. Article 33.A.6 - Professional Development and Educational Improvement – Tuition Reimbursement

1. Delete: Any tuition reimbursement funds not expended by June 30 of any given school year, to a maximum of \$10,000, will carry over to the next school year, and will increase the tuition cap by that amount in that school year. Unexpended funds above \$10,000 will not carry over.

The maximum liability to the Board of Education shall be \$160,000 per school year. The following guidelines shall apply:

M. Article 33.A.6.b - Professional Development and Educational Improvement – Tuition Reimbursement

1. Delete: fees and required textbooks

Subject to the annual tuition cap shown above, tuition reimbursement for the FIRST COURSE taken by any qualifying teacher in a school year shall be reimbursed on a first-come first-served basis and is limited to an amount not to exceed the cost of three (3) graduate credits at the Rutgers University rate. Reimbursement for tuition for the FIRST COURSE will be made upon receipt of a teacher's transcript indicating a grade of B or better and proof of payment of all course expenses.

N. Article 33.E - Professional Development and Educational Improvement – Tuition Reimbursement

1. Delete: one (1) year
2. Insert: two (2) years

If an employee leaves the employ of Flemington-Raritan School District within **two (2) years** of receiving tuition reimbursement, he/she shall reimburse the District the total amount of tuition reimbursement paid in the preceding twenty-four (24) months.

O. Schedule B-1, B-2, and B-3 – Extra-Curricular Activities

1. Increase the hourly rate from \$30.62 to \$36. Replace all references to the old hourly rate and recalculate each stipend according to the new hourly rate.

P. Article X.D.1.a – Secretaries Compensatory Time and Overtime

1. Insert: twelve-month
2. Insert: Ten-month secretaries cannot accrue compensatory time.

All **twelve-month** secretaries can accrue up to but not exceeding 35 hours of compensatory time per contract year. **Ten-month secretaries cannot accrue compensatory time.** Prior to accruing compensatory time the secretary must have approval of the immediate supervisor. Failure to receive advance approval may subject employee to denial of requested time.

Q. Article X.B.3 – Secretarial Employees – Vacations and Holidays (new paragraph)

1. Ten-month secretaries shall work from September 1 to June 30, and they shall receive the same paid holidays as twelve-month secretaries. Ten-month secretaries cannot accrue vacation days, but they can request days off during the winter recess, spring recess, and period between the end of the school year and June 30. For every such day requested, unless it is designated as a personal day, the secretary shall work an additional day during July or August. All such requests must be pre-approved by the principal.

On Behalf of the Board

Susan Mitchell

On Behalf of the Association

S. Vala

Longevity

20 yrs (at least 12 must be in the district) \$650

25 yrs (w/ at least 12 in the district) \$350

Guides as agreed (excluding improvements to the TA Guides.)