

AGREEMENT BETWEEN

Monmouth-Ocean Educational Services Commission And

Monmouth-Ocean Educational Services Association

*July 1, 2022 – June 30, 2027*

PREAMBLE

This Agreement entered into this by and between the Monmouth-Ocean Educational Services Commission, hereinafter called the "Commission" and the Monmouth-Ocean Educational Services Association hereinafter called the "Association":

Witnesseth:

WHEREAS, the Commission has an obligation, pursuant to Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of employees hereinafter designated, with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

- A. The Commission hereby recognizes the Association as the bargaining representative for all full-time and part-time certified personnel, which include those teachers who teach in various Commission programs, such as Contracted Child Study and Speech Programs, but excluding part time NJVS Teachers, all non-certified staff, supportive staff employees, substitute teaching staff employed less than three (3) consecutive months, supervisors, managerial executives and confidential employees.
- B. Unless otherwise indicated, the term "employee(s)" when used herein shall refer to all members of the unit.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over successor Agreement in accordance with Chapter 123, Public Law 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all unit members, be reduced to writing, be signed by the Commission and the Association, and be adopted by the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III GRIEVANCE PROCEDURE

- A. A "grievance" is a claim by an employee, employees or the Association based upon an alleged improper interpretation, application or violation of this Agreement.
- B. The term "grievant" shall refer to the employee, employees, or the Association making the claim on behalf of the employee or group of employees or the Association on the behalf of itself.

- C. A grievance to be considered under this procedure must be initiated within thirty (30) work days from the time when the employee knew or should have known of its occurrence.
- D. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances.
- E. The parties agree that the proceedings shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.
- F. Any employee who has a grievance shall discuss it first with the immediate supervisor involved in an attempt to resolve the matter informally.
- G. If the matter is not resolved to the satisfaction of the employee within ten (10) work days, the grievance shall be put in writing to the immediate supervisor. The written notice shall specify the nature of the grievance, the result of the informal discussion, the dissatisfaction with the previously rendered decision, and the remedy being sought. Upon receipt of the written grievance, the immediate supervisor will communicate a decision to the employee in writing within ten (10) working days.
- H. The employee may appeal the immediate supervisor's decision to the Superintendent. This appeal must be made in writing, reciting the matter submitted with decisions previously rendered. The Superintendent will attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The decision is to be rendered in writing to the employee.
- I. If the grievance is not resolved to the employee's satisfaction, the employee may, within ten (10) working days, request a review by the Commission. The request shall be submitted in writing, through the Superintendent, who shall attach all related papers and forward the request to the Commission. The Commission or a committee thereof shall review the grievance and if requested by the grievant, hold a hearing. If not waived, a hearing shall be held with the employee within thirty (30) work days and a decision shall be rendered in writing within ten (10) working days of the hearing. If the hearing is waived, a decision shall be rendered in writing within thirty (30) calendar days of receipt of the grievance.
- J. If the decision of the Commission does not resolve the grievance, the Association may submit the grievance to arbitration, except in the case of any grievance involving any of the following:
  - 1. Any matter for which a method is prescribed by law or any rule or regulation of the State Commissioner of Education.
  - 2. Any matter which according to law is either beyond the scope of Commission authority or which by Law is exclusively within the discretion of the board.

The Association may submit the grievance to arbitration by so notifying the Commission, through the Superintendent, in writing no later than ten (10) working days following the decision of the Commission. Failure to submit within such period of time shall constitute an absolute bar to such arbitration unless the Commission and the Association shall mutually agree upon a longer time period on an individual case. The Commission may also request arbitration concerning any dispute regarding the interpretation or application of this agreement.

The parties shall seek a mutually agreed upon arbitrator from PERC. The reasonable cost of the services of the arbitrator shall be borne equally by the Commission and the Association.

Any other costs incurred shall be paid by the party incurring the cost.

The arbitrator shall limit decisions to issues involving solely the interpretation and application of this agreement. The arbitrator shall not add or subtract from this agreement or any policy of the Commission. The decision of the arbitrator shall be rendered in writing within thirty (30) work days of the conclusion of the hearings; in the case where hearings are waived, then from the date that the final statements and proofs have been submitted. The written decision shall set forth the findings of fact, reasoning and conclusion on the issue submitted to the Commission and to the Association and shall be binding on both parties.

- K. An employee may be represented at all stages of the grievance procedure by representatives of the Association.
- L. No reprisals of any kind shall be taken by the Commission or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- M. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.
- N. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated representatives.
- O. Grievance forms shall be drawn up by the Association and the Commission.

#### **ARTICLE IV**

#### **EMPLOYEE RIGHTS**

- A. Pursuant to Chapter 123 Public Laws 1974, the Commission hereby agrees that every employee covered under this agreement shall have the right to freely organize, join and support the Association and its affiliates. As a duly selected body exercising governmental power under the Laws of the State of New Jersey, the Commission undertakes and agrees that it shall not directly or indirectly deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey of the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employees such rights as they may have under New Jersey Laws, United States Laws, or the Constitutions of the United States or New Jersey. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. An employee who is summoned for jury duty shall receive normal compensation for the duration of that duty. Proof of such jury duty will be presented to the Commission.

- E. All employees have the right upon request, to review the contents of his/her personal file. Employees are entitled to have representatives of the Association accompany them during such review. Employees have the right to indicate in writing those documents and/or other material in his/her file that he/she believes to be obsolete or otherwise inappropriate to retain.
- F. No teaching staff member shall be disciplined or reprimanded without just cause.
- G. No material derogatory to an employee's conduct, service, character or personality shall be placed in a personnel file unless the employee has had an opportunity to review with the express understanding that such signature in no way indicated agreement with the contents thereof. The employees shall also have the right to submit a written answer to such material, and said answer shall be attached to the file.
- H. The Board agrees to protect the confidentiality of personnel references and other similar documents and the Board shall not establish any separate official personnel file that is not available to the employee's inspection.

## ARTICLE V

## ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use Commission facilities for meetings upon submission of a request 24 hours prior to time being requested and approval from the Superintendent for the time and place of each meeting.
- B. The Commission agrees to furnish to the Association in response to reasonable written requests from time to time, current and proposed budgets, financial reports, audits, NJ Smart listing of certified personnel, agenda and minutes of open public board meetings, to the Association President and names and addresses of all bargaining unit employees within ten (10) working school days, if possible.
- C. The Association shall be given time on the agenda of the orientation program for new employees to explain Association activities.
- D. The Commission agrees to place a bulletin board, furnished by the Association, in a prominent location in facilities where the Association shall have the right to post Association announcements and activities.
- E. If any meeting or hearing is mutually scheduled by both parties or by an outside agency during school hours and said meeting could affect the terms and conditions of employment of a unit member, the Association may delegate one member to attend such meeting or hearing without loss of compensation.
- F. Representatives of the Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Monmouth-Ocean Educational Services Association business on school property after regular school hours with prior approval of the principal or designee.
- G. The Commission shall copy the President of the Association with minutes from the Board of Directors meeting by electronic mail as soon as those minutes are available to the public.
- H. The Board shall provide the Association access to all members and potential members of the negotiation's unit consistent with the requirements of the Workplace Democracy Enhancement Act.

- I. The Association shall have the right to meet with individual employee on the premises of the school during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues, unless authorized by the Superintendent, Association leadership will not be granted release time.
- J. The Association shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees within thirty (30) calendar days from the date of hire, during new employee orientation, at individual or group meetings. Meeting duration time is up to one hundred and twenty (120) minutes, in not cases less than thirty (30) minutes, with final duration of time needed to be determined by the Association.
- K. Beginning on January 1, 2019 and every one hundred and twenty (120) calendar days thereafter, September 1 and January 2 of each year, the Board shall provide the Association the following information for all employees: Name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Board, date of hire, work email address, and any personal email address on file with the Board.
- L. The Association shall have the right to use the email systems of the Board to communicate regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace related complaints and issues, and the internal union matters involving the governance or business of the union. Such communication shall be considered confidential.
- M. Release Time: The Board shall release, without loss of pay, an Association Representative(s) and/or designee(s) designated by the Association President and permit him/ her/ them to visit any work station for the purposes of meeting with newly hired employees, to investigate working conditions, employee complaints or problems, or for any other purposes relating to terms and conditions of employment.
- N. Release Time: The Board shall release, without loss of pay, one (1) Association Representative to attend the monthly Board meetings.

## ARTICLE VI

## SICK LEAVE

- A. All employees shall receive one day of sick leave for each month of employment during the school year. A sick leave day for part-time employees is based on the number of hours assigned on the day the employee is absent from work due to illness. Sick days will be prorated for employees who work less than 5 days per week.
- B. When requested by the Superintendent, a physician's certificate shall be submitted in case of personal illness which extends beyond three (3) consecutive school days, or which occurs before or after a holiday.
- C. In the event the employee suffers a long-term illness or disability and said employee's sick days have expired, the Commission may approve leave without pay.
- D. Upon retirement from the Commission, and confirmation of retirement from TPAF, employees shall receive the following payment per unused sick days based upon their completed years of service with the Commission:

- Up to ten years: \$45.00 per unused sick day up to maximum of \$4,500.
- Over ten years: \$100.00 per unused sick day up to a maximum of \$7,500.

E. Quarantine/State of Emergency School Closure:

In the event an employee is excluded from working because of an action taken by the school district's medical or health authorities due to exposure to contagious or infectious disease, AT THE PLACE OF WORK, said employee shall not be subject to loss of pay and such absences shall not be counted as sick leave.

**ARTICLE VII**

**TEMPORARY LEAVES OF ABSENCE**

- A. Employees shall be granted four (4) days leave per school year for personal, legal, business, or religious matters which require attendance during school hours. Personal days will be prorated for employees who work less than 5 days per week or for employees who are hired after October 1<sup>st</sup> in a school year. Full-time employees and part-time employees working 30 or more hours per week shall be granted one (1) additional personal day at the discretion of the Superintendent. Request for all personal leave shall be made at least five (5) days in advance of date requested. The request shall be made in writing to the administrator and will include the date of the day requested and general reason for the request. This notice will be waived in case of emergency. No personal leave shall be granted before or after a holiday with the exception of a New Jersey approved religious holiday.
- B. Employees may request educational leave for the purpose of visiting other schools or attending educational meetings or conferences. No employee shall be required to work on NJEA Convention days.
- C. Employees shall be given leave for appearance in any legal proceedings for which a subpoena has been petitioned.
- D. Full-time employees and part time employees shall be entitled up to five (5) days bereavement leave at any one time per occurrence in the event of death of an employee's spouse (to include partners in legally licensed same sex civil unions, or legally documented domestic partnerships), child, parent, parent-in-law. Bereavement leave will be prorated for employees who work than five (5) days per week.
- E. Full-time employees and part time employees shall be entitled up to four (4) days bereavement leave at any one time per occurrence in the event of death of son-in-law, daughter-in-law, brother or sister, brother-in-law, sister-in-law, or grandparent or grandchild. Bereavement leave will be prorated for employees who work than five (5) days per week.
- F. Full-time employees and part time employees shall be entitled up to one (1) day bereavement leave at any one time per occurrence in the event of death of an aunt, uncle, nieces, nephews, or cousin, or member of the immediate household.

**ARTICLE VIII**

**EXTENDED LEAVES OF ABSENCE**

A. EXTENDED LEAVES OF ABSENCES

1. If not an emergent leave, the employee shall give 90 days' notice of the anticipated commencement date of the disability to their supervisor. An employee may elect to use annual and accumulated sick leave during the

employee's period of disability. If the employee is disabled because of pregnancy, the period of disability shall be considered to be one month before and one month after birth.

2. The Board of Directors may require medical certification of a teacher's fitness to continue working or to return to work after disability.
3. An employee may elect to take an unpaid Leave of absence pursuant to the Federal Family and Medical Leave Act ("FMLA") and/or the State Family Leave Act ("FLA"). If the leave is taken pursuant to the FMLA because of the employee's own illness, the employee shall simultaneously use the employee's sick leave entitlements. If additional time is required by the employee beyond the time periods permitted by the FMLA or the FLA, the Board of Directors may extend the leave to correspond to the ending of the school year. This request must be made by April 1 for which extended leave is desired. No request will be disapproved arbitrarily, discriminatorily or capriciously.

If additional time is required by the employee beyond the time periods permitted by the FMLA or the FLA, the Board of Directors shall extend the unpaid leave for thirty (30) calendar days subject to the employee documenting through a thoroughly completed F.M.L.A. doctor certification, which shall be provided to the Board of Directors upon the employee's request, certifying that the 30-day leave extension is required to treat the employee's "major disability", which cannot be accommodated by the Commission, or a "life threatening health condition". For purposes of the implementation of this provision, the definitions of "major disability" and "life threatening health condition" shall be the least restrictive definitions used by the Law Against Discrimination and the Family and Medical Leave Act. To extend a leave to correspond with the end of the school year, the request shall be made by April 1 for which extended leave is desired. No request will be disapproved arbitrarily, discriminatorily or capriciously.

4. After a discretionary extension of leave by the Board of Directors, failure to apply for reinstatement during the school year in which the leave was granted shall be considered a resignation and will be so treated. Application for reinstatement must be made by April 1 of the school year.
5. No experience credit on the salary schedule nor credit toward accrual of longevity shall be granted during a leave taken in a school year when the employee is without a contract with the MOESC.

## B. MILITARY LEAVE

1. Leave of absence without pay shall be granted to any employee who is inducted into or enlists in any branch of the armed forces of the United States ~~for the period of said induction or initial enlistment.~~

## ARTICLE IX

## MEDICAL INSURANCE

### A.

1. The Commission shall provide full paid medical insurance to full-time employees who thirty (30) or more hours per week to cover themselves and



their families for medical, surgical and major medical benefits. (School Employees Health Benefits Program ("SEHBP"), Direct 15. Employees who choose Direct 10 will be required to pay the difference in cost between Direct 15 and Direct 10.

2. The Commission will make every effort to stabilize employees' hours from year to year so they may become eligible for medical benefits.
  3. The Board reserves the right to offer benefits equal to or better than the School Employees Health Benefits Program (SEHBP), Direct 15 Plan, effective September 19, 2019.
  4. All Employees shall contribute to their medical insurance premiums in an amount as set forth in New Jersey, P.L. 2011, Chapter 78 (*N.J.S.A. 52:14-17.26, et seq.*) for Direct 10 and Direct 15, and as per Chapter 44 for NJEHP. In the event the laws so no longer provide, the Employees shall continue to contribute to their premium cost at the rate last required by law until otherwise negotiated.
  5. The Commission will maintain a Section 125 Plan. A copy of the Plan shall be kept on file in the Commission office for use and access by the Association.
- B. The Commission shall provide dental insurance to full-time employees and their dependents and who work thirty (30) or more hours per week. Coverage shall be \$1,500 annually with Class I and II coverage at 100% and Class III coverage at 50%.
- C. Employees who participate in Prudential Insurance may use payroll deductions to remit their fees.

## **ARTICLE X**

## **DEDUCTIONS FROM SALARY**

### **A. ASSOCIATION PAYROLL DUES DEDUCTION**

1. The Commission agrees to deduct from the salaries of its employees' dues for the Monmouth-Ocean Educational Services Association, the Monmouth County Education Association, The New Jersey Education Association and the National Education Association as said employees individually and voluntarily give written authorization for the Commission to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (*N.J.S.A. 52:14-15.9e*) and under rules established by the State Department of Education.
  2. Each of the associations named above shall certify to the Commission, in writing, the current rate of its membership dues and a list of its current dues paying members in the Association. Any association which shall change the rate of its membership dues shall give the Commission written notice prior to the effective date of such change.
- B. Employees may elect to have a specific amount of their salaries withheld each month. Said monies shall be deposited within five (5) days of the pay date in First Financial Federal Credit Union in the employee's name.

- C. Employees may elect to participate in Tax Sheltered Annuity Plan and to request the withholding of part of their salaries for it. The plan shall be one of the following: approved vendors listed in the 403B Plan document and have provided an approved sharing agreement.
- D. The Association has or shall provide the Board with copies of written authorization forms signed by any and all unit employees who have or shall indicate their desire to be a member of the Association and have a payroll deduction implemented for the payment of dues in an amount stated on the form submitted. The Board shall not require any such employee to sign any additional forms or documents related to their desire to join, or decline to join, the Association or have their dues deducted from their salary.

## ARTICLE XI

## PROFESSIONAL DEVELOPMENT

- A. The Commission agrees to pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested by the Administration to take.
- B. Employees who work for the Commission at least 30 hours per week and successfully complete courses for graduate credit shall be reimbursed by the Commission for tuition expenses at the rate of 75% of the Rutgers State University current tuition fee not to exceed \$25,000 during each fiscal year (July 1 to June 30) for all employees and not to exceed \$3000 per employee per fiscal year (July 1 to June 30).
  - 1. No employee will be reimbursed for more than twelve (12) credits per year.
  - 2. The courses taken must have prior approval of the Superintendent and must be within the employee's area of specialization or provide benefit to the Commission.
  - 3. Approval must be granted prior to registration for the courses taken. A course description and the number of credits to be granted must be submitted with the request for approval at least ten days prior to registration. The ten day requirement will be waived if a course is closed-out and a substitute course meets the criteria outlined in Article XI-2.
  - 4. Reimbursement will only be made if the employee has earned a grade of B or better in the course. A pass/fail grade is not acceptable on courses for which reimbursement is requested. Submission of an official transcript is required prior to reimbursement. Whenever possible, reimbursement will be made by June 30 of the year in which courses were taken.
- C. Employees who work for the Commission at least 30 hours per week and successfully complete courses for additional certification as required by the State Department of Education shall be reimbursed by the Commission for tuition expenses at 75% of the Brookdale Community College or the Ocean County College tuition fee. Reimbursement shall be paid based on the tuition fees of the community college attended, either Brookdale or Ocean County. If an employee chooses to attend a community college other than Brookdale or Ocean County, the Commission will only reimburse the employee up to 75% of higher tuition between Brookdale and Ocean County Community College.

- D. Upon the employee's documented completion of a pre-approved course in accordance with Paragraph 8 above, the Commission shall pay half of the total amount of the reimbursement due within 35 days. The second half of the total amount due shall be paid twelve months later provided the employee is then employed in a teaching staff position with the Commission. If the employee is no longer so employed, no payment is due and will not be made. Eligibility for tuition reimbursement shall be determined by the chronological receipt of reimbursement requests (first come, first served).

## **ARTICLE XII**            **EVALUATION OF TEACHING STAFF MEMBERS**

- A. Teaching staff member includes, but is not limited to, educational services staff members, guidance counselors, school nurses, and other teaching staff members working under an educational services certificate.
- B. The Board shall annually adopt evaluation rubrics for teaching staff members which shall be submitted to the Commissioner by June 1 for approval by August 1 of each year. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective.
- C. The Board shall meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of teaching staff members and shall ensure the training procedures as outlined in N.J.A.C. 6A:102.2(b) are followed when implementing the evaluation rubrics for all teaching staff members. A District Evaluation Advisory Committee shall be established in accordance with the requirements of N.J.A.C. 6A:10-2.3.
- D. The minimum requirements for the evaluation procedures for teaching staff members as outlined in N.J.A.C. 6A:10-2.4 shall be followed.
1. For each teaching staff member rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan shall be developed in accordance with the provisions of N.J.A.C. 6A:10-2.5.
  2. Observations and evaluations for non-tenured teaching staff members shall be in accordance with the provisions of N.J.S.A. 18A:27-3.1. Evaluations for non-tenured teaching staff members shall be completed prior to the May 15 notice requirement date for continued employment. Evaluations for tenured teaching staff members shall be completed prior to June 30.
  3. The Superintendent shall annually notify all teaching staff members of the adopted evaluation policies and procedures/regulations no later than October 1. If a teaching staff member is hired after October 1, the Superintendent shall notify the teaching staff member of the policies and procedures/regulations at the beginning of his or her employment. All teaching staff members shall be notified of amendments to the policy and procedures/regulations within ten (10) teaching staff member working days of adoption.

## **ARTICLE XIII**            **EMPLOYMENT AND TRANSFER**

- A. New employees shall be placed on the salary schedule as agreed between the employee and the

Board. Anyone employed for more than half of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

- B. Commission employees who move from part-time to full-time positions shall receive credit on the full-time salary guide on a prorated basis for their part-time experience with the Commission.
- C. Employees shall be notified of their contract and salary status for the ensuing year no later than the date dictated by *N.J.S.A.* 18A:27-10.
- D. Notice of teaching, supervisory and administrative vacancies shall be posted on the Commission's website. Such notice shall include a job description, qualifications and remuneration consistent with the established guide. Vacancy notices shall be posted at least ten (10) calendar days before the application deadline.
- E. Employees who wish to transfer to another position shall submit a request in writing to the Superintendent. The Superintendent will respond back in writing within ten (10) calendar days.
- F. An involuntary transfer shall occur only after a meeting between the employee to be transferred, his/her representative if the employee so chooses, and the Superintendent. At the time of the meeting, the employee will be notified of the reason for transfer.
- G. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the immediate supervisor of the current assignment shall meet with him/her. The employee may have an Association Representative(s) present at such meeting.
- H. Any employee whose assignment is changed shall be provided assistance in the following manner:
  - 1. In the event that the transfer or reassignment occurs during the work year, the employee shall be notified in writing prior to their placement and the notification of the Board.
  - 2. In cases of a level reassignment, middle school to high school, high school to elementary, during the work year, the employee shall be provided one (1) non-student duty free day for the purpose of preparation from the new position.
  - 3. If the transfer involves a change in building, the employee shall be provided one (1) non-student duty free day for the purpose of relocation.
- I. Notice of termination by either the employer or employee may be given at any time, giving to the other sixty (60) days in writing of intention to terminate employment.
- J. MOESC shall internally post on the MOESC website any teaching vacancies for any vacant or newly created on-line teaching position.
- ~~K. A list of open positions in the Commission shall be sent to the MOESA President who will send it out to the active members of the Association.~~

#### **ARTICLE XIV**

#### **SALARIES**

- A. The salary of each full-time employee covered by this agreement is set forth in Schedule A

which is attached and made a part hereof.

1. Full-time shall be defined as those employees on a full-time contract regularly scheduled to work thirty (30) or more hours per week inclusive of lunch and preparation time.
  2. Part-time shall be defined as those employees on a part-time contract scheduled to work on an hourly, as-needed basis, less than thirty (30) hours per week. Part-time employees will be paid for actual hours worked according to the Payroll Timesheet Schedule. The hourly rate will be a calculated based on the full-time salary guide, divided by the number of days and 7 hours.
  3. When a payday falls on or during a school holiday, vacation or weekend, pay checks shall be available the last previous working day.
  4. Employees shall receive their final pay as soon after the last working day as is reasonably possible.
  5. Salary increases were agreed upon as follows:
    - As per the updated salary guides for 2022-23, reflecting a 4.03% increase.
    - 3.6% on base salary only inclusive of increment for 2023-24
    - 3.5% on base salary only inclusive of increment for 2024-25
    - 3.4% on base salary only inclusive of increment for 2025-26
    - 3.3% on base salary only inclusive of increment for 2026-27
  6. The salaries are reflective in the mutually agreed upon salary guides (180-days and 186-days) presented by the Association and shall be approved by the District, attached at the end of this agreement as Schedule A.
  7. Each employee shall be placed on his/her proper step of the appropriate salary schedule at the beginning of the work year. Association members will receive the agreed upon salary increase for each school year.
- B. Employees shall be paid the New Jersey Office of Management and Budget Rate ("NJOMB") for any mileage incurred on school related business over and above the employee's regular teaching schedule requested of the employee by the administration. If the NJOMB rate is no longer required as a result of a PERC/Court decision or applicable legislation or regulation, then the reimbursement will revert back to the contractual IRS rate unless there is a State mandated rate in which case the State mandated rate shall apply as long as it is in effect. Tolls and parking fees for this purpose will be fully reimbursed. Employees shall be provided with postage for mail incurred in the performance of their requested duties.
- C. Employees will be paid for mileage between assigned schools during the school day.
- D. Travel time, as assigned by the administrator, from job site to job site during the school day will be considered as part of the paid working hours, when job assignments are "back to back."
- E. An hourly professional development rate for the purpose of summer curriculum writing is established at \$38 per hour.

**ARTICLE XV**

**WORKYEAR**

- A. The work year for full-time employees shall consist of either one hundred and eighty-six (186) days or one hundred and eighty (180) days as assigned by the Superintendent of Schools. The work year for hourly, as-needed employees shall be determined on an as-needed basis.
- B. Days required for completing mandated reports shall constitute work days as approved by the Superintendent.
- C. Any workdays scheduled but not used as instructional or report writing days may be used for curriculum development, staff development, and any other duties as assigned by the administration.

**ARTICLE XVI**

**WORKDAY AND WORKLOAD**

- A. The full-time teachers' workday shall consist of seven consecutive hours inclusive of lunch.
- B. Each full-time teacher shall be entitled to 200 minutes of preparation time per week. Preparation time for part-time teachers will be as follows:

Work	Prep
0-5 hours	15 minutes
5-9 hours	35 minutes
10-14 hours	70 minutes
15-19.75 hours	105 minutes
20-24.75 hours	140 minutes
25-29.5 hours	175 minutes
Full Time	200 minutes

- C. All-time teachers shall be entitled to a thirty-minute duty-free lunch period daily. Part-time teachers shall be entitled to a thirty-minute paid duty-free lunch period if the work day equals four hours.
- D. Current employees will be given consideration for any additional hours which may become available due to increased student load.
- E. Employees will be given a copy of their job description at the beginning of the school year.
- F. For part-time teachers, days will be assigned for the creation of reports, recordkeeping and scheduling when opportunities arise such as the closing of schools due to inclement weather or other emergencies not to exceed four days per school year.
- G. All non-public teachers responsible for updating student's annual paperwork will be entitled to 30 minutes annually, per student, during the workday to accomplish this activity.
- H. Annually the work year shall not commence prior to September 1<sup>st</sup> or conclude after June 30<sup>th</sup>.

ARTICLE XVII

MISCELLANEOUS

- A. The Commission agrees that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, religion, national origin, sex, domicile, marital status, age or sexual orientation.
- B. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Any individual contract or job description between the Commission and an individual employee who is a part of this unit, hereafter executed shall be subject to and be consistent with the terms and conditions of this Agreement. If an individual contract or job description contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- E. Copies of this Agreement shall be printed at the expense of the Commission after agreement with the Association on format within thirty (30) working days after the Agreement is signed, and distributed to all employees within forty-five days of signing. In addition, all new hires who come under this contract shall be given a copy of this contract when they are hired.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified mail or overnight delivery service or personal service with signed receipt or other method which confirms delivery by signed receipt at the following address:
  - 1. If by Association to Commission, to the Superintendent, 900 Green Grove Road, Tinton Falls, New Jersey 07712
  - 2. If by Commission to Association, to the President at the President's home address, or the Officer/person designated by the Association.

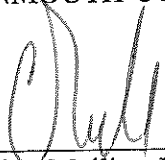
ARTICLE XIX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of *July 1, 2022* and shall continue in effect until *June 30, 2027*, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by the respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.


IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the President, attested by its Secretary and its corporate seal to be placed hereon.

Attest: MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION

By:   
Christopher Mullins, Board Secretary

By:   
Mr. Scott McCue, President

Attest: MONMOUTH-OCEAN EDUCATIONAL SERVICES ASSOCIATION

By:   
Kristine Faye, MOESA Secretary

By:   
Mary Butz, President



## SCHEDULE A

### *Guide Movement*

2021-22 Step		2022-23 Step
1-2	➡	2
3-5	➡	2
6	➡	2
7	➡	2
8	➡	2
9-10	➡	3
11	➡	4
12	➡	5
13	➡	6
14	➡	7
15	➡	8
16	➡	9

### 2022-23 *MOESC Teachers*

Step	BA 180	MA 180	BA 186	MA 186
1	58,775	60,175	60,715	62,161
2	59,275	60,675	61,231	62,677
3	60,575	61,975	62,574	64,020
4	62,475	63,875	64,537	65,983
5	64,475	65,875	66,603	68,049
6	66,475	67,875	68,669	70,115
7	68,675	70,075	70,941	72,387
8	70,900	72,300	73,240	74,686
9	73,000	74,400	75,409	76,855
10	74,600	76,000	77,062	78,508
11	76,300	77,700	78,818	80,264
12	78,000	79,400	80,574	82,020

**2023-24 MOESC Teachers**

Step	BA 180	MA 180	BA 186	MA 186
1	59,955	61,455	61,934	63,483
2	60,455	61,955	62,450	64,000
3	61,455	62,955	63,483	65,033
4	63,255	64,755	65,342	66,892
5	65,055	66,555	67,202	68,751
6	66,955	68,455	69,165	70,714
7	68,990	70,490	71,267	72,816
8	71,090	72,590	73,436	74,985
9	73,190	74,690	75,605	77,155
10	75,240	76,740	77,723	79,272
11	76,840	78,340	79,376	80,925
12	78,540	80,040	81,132	82,681

**2024-25 MOESC Teachers**

Step	BA 180	MA 180	BA 186	MA 186
1	60,920	62,520	62,930	64,583
2	61,420	63,020	63,447	65,100
3	62,420	64,020	64,480	66,133
4	63,620	65,220	65,719	67,372
5	65,520	67,120	67,682	69,335
6	67,420	69,020	69,645	71,298
7	69,420	71,020	71,711	73,364
8	71,420	73,020	73,777	75,430
9	73,520	75,120	75,946	77,599
10	75,620	77,220	78,115	79,768
11	77,740	79,340	80,305	81,958
12	79,440	81,040	82,062	83,714

**2025-26 MOESC Teachers**

Step	BA 180	MA 180	BA 186	MA 186
1	62,425	64,125	64,485	66,241
2	62,925	64,625	65,002	66,758
3	63,925	65,625	66,035	67,791
4	64,925	66,625	67,068	68,824
5	65,925	67,625	68,101	69,857
6	67,725	69,425	69,960	71,716
7	69,725	71,425	72,026	73,782
8	71,725	73,425	74,092	75,848
9	73,815	75,515	76,251	78,007
10	75,915	77,615	78,420	80,176
11	78,115	79,815	80,693	82,449
12	80,315	82,015	82,965	84,721

**2026-27 MOESC Teachers**

Step	BA 180	MA 180	BA 186	MA 186
1	64,265	65,965	66,386	68,142
2	64,765	66,465	66,902	68,658
3	65,765	67,465	67,935	69,691
4	66,765	68,465	68,968	70,724
5	67,765	69,465	70,001	71,757
6	68,765	70,465	71,034	72,790
7	70,765	72,465	73,100	74,856
8	72,765	74,465	75,166	76,922
9	74,855	76,555	77,325	79,081
10	76,955	78,655	79,495	81,251
11	79,155	80,855	81,767	83,523
12	81,355	83,055	84,040	85,796