

AGREEMENT BETWEEN

Monmouth Ocean Educational Services Commission

Board of Directors

&

Monmouth-Ocean Administrators' and Supervisors'
Association

July 1, 2024 - June 30, 2029

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ARTICLE I Membership

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Commission recognizes the Monmouth Ocean Educational Services Commission Administrators' Association, herein after known as "The Association", as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all appropriate, certified, full time supervisory personnel, defined as all Principals, Assistant Principals, Supervisors, Assistant Directors and Directors; whether under contract, leave or employed by the MOESC Commission, hereinafter known as "The Commission".

B. Definitions

For purposes of clarity, terms crucial to the interpretation of this Agreement are listed below:

1. Unit Member - when used hereinafter in the Agreement, this term shall refer to all certified supervisory employees represented by the Association in the negotiating unit as above defined, and references to pronouns shall include females.

ARTICLE II Negotiation Procedure

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach an agreement on all matters concerning the terms and conditions of employment for all unit members. Negotiations shall begin on a date no earlier than that established by PERC with the meeting to be set at a mutually satisfactory place and at a mutually convenient time after receipt of the proposal.

B. Negotiating Team Authority

The parties' representatives have authority only to reach a tentative agreement and that the full Commission membership and the MOESC Board of Directors reserve the right to ratify or reject any tentative agreement.

C. Modification - Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement,

neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement

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. Definition

The term "grievance" means a complaint or claim over the improper interpretation, application or alleged violation of this negotiated agreement, Commission policies and administrative decisions affecting unit members terms and conditions of employment.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, a resolution to the grievance which may arise from time to time affecting unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be agreed at any level of the procedure.

C. Procedure

1. Filing a Grievance

A grievance specifying the subject of the grievance and an identification of the specific provision violated may be filed by an individual unit member, a group of unit members of the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within ten (10) business days of the happening of the event giving rise to the grievance.

2. Failure to Communicate a Decision

Should the Association fail to communicate a response within the specified time limitation, the grievance shall result in a dismissal. Should the Superintendent fail to respond within the specified time limitation, the grievance shall proceed to the next level of the grievance procedure.

3. Informal Attempt to Resolve a Complaint

A unit member or Association who has a complaint shall discuss it first with his immediate supervising Assistant Superintendent supervisor in an attempt to resolve the matter

informally. If the problem is not informally resolved within ten (10) business days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. Level One - Immediate Supervising Assistant Superintendent

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within ten (10) business days, he shall set forth his grievance in writing to the Superintendent, specifying:

- a. the nature of the grievance; (specific)
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of the previous discussion
- d. the specific remedy sought
- e. the exact clause, policy or decision being grieved

The Superintendent shall communicate his decision to the unit member and/or Association in writing within ten (10) business days of receipt of the written grievance.

5. Level Two - Superintendent

The grievant, no later than seven (7) business days after receipt of the Assistant Superintendent's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing. Within a period not to exceed fourteen (14) business days, the Superintendent shall communicate his decision in writing to the grievant.

6. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7) business days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) business days of receipt of the grievance by the Board.

7. Level Four - Arbitration

In the event a grievance has not been resolved at Level Three, either the Association or the Board may seek "binding arbitration" without the others consent. Binding arbitration may only be sought in remediation of a grievance, subject to the following conditions:

- a. The topic for arbitration will be limited only to the 'express

written terms of this locally negotiated Agreement

- b. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can neither add to nor subtract anything from the Agreement between the parties.
- c. Grievances that are related to Board policies or past practices or law or non-renewals shall not be topics for arbitration.
- d. A written request for arbitration must be submitted to the PERC and simultaneously served on the other party within ten (10) business days after receipt of the Board's response or after the Board's response was due.
- e. The arbitrator's decision shall be in writing and submitted to the Board and the Association.

8. Separate Grievance File

A copy of the decision will be placed in the personnel file and the unit member or unit members shall have the right to attach a written disclaimer within ten (10) business days.

9. Right to Representation

It is understood that any unit member may be represented at all stages of the grievance procedure by himself or at his option, by a representative selected and approved by the Association, also at Level One, if mutually agreeable. When a unit member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. However, the unit member must be present at all times.

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party of interest, or any representative in the grievance procedure by reason of such participation.

D. Costs

The fees and expenses of the arbitrator shall be shared equally by both parties.

ARTICLE IV Unit Member Rights

The unit members shall be given the opportunity to respond and/or to rebut any complaints made to a superior or Board Member, and he shall have the right to be represented by the Association or legal counsel at any meetings or conferences regarding

such complaint.

ARTICLE V Association Rights and Privileges

A. Information

The board shall provide a copy of the board agenda to the union president prior to the meeting taking place. The Board agrees to make available the minutes of the regular and special meetings, a copy of the yearly audit, salary information for staff members and a copy of all policies of the Board.

B. Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay and/or benefits.

C. Use of School Buildings

Subject to the Superintendent's prior notice and approval, representatives of the Association may be permitted to transact official Association business on school property and provided that this business shall not interfere with or interrupt normal operations.

D. Use of School Equipment

Subject to the Superintendent's prior notice and approval, the Association shall use the following school owned photocopiers, calculating machines as directed by the Superintendent. The Association shall pay for the reasonable cost of all materials incident to such use.

ARTICLE VI Meetings with the Superintendent

The President of the Association and/or his representative(s) shall meet with the Superintendent and/or his designated representative(s) at the request of either party within ten (10) business days of said request, but these meetings shall not exceed one (1) per month unless by mutual consent

ARTICLE VII Leave of Absence

A. Sick Leave

1. Accumulative

The members in this unit shall receive twelve (12) paid sick days annually. Unused sick leave shall be accumulative in accordance with the provisions of N.J.S.A. 18A:30-1 et seq. If a unit member is absent from his employment for more than (3) consecutive days because of illness, the Superintendent may request, within three (3) days of the last day of absence, a doctor's note explaining the reasons for the absence.

2. Retirement

Upon the unit member's retirement from his employment with the Board pursuant to the requirements of the Teachers' Pension and Annuity Fund as administered by the New Jersey Division of Pensions and Benefits (TPAF), he shall be paid for his accrued and unused sick leave between the initial date of their employment by the Board through the date of his retirement at his daily rate of pay, as of the date of their retirement, but, in no event, shall the amount exceed \$15,000.00. All payments for sick leave shall be based on 260 work days per year.

B. Temporary Leaves of Absence

1. All full-time unit members shall be entitled to the following leaves of absence with pay during the school year:

a Death in Family

Five (5) consecutive school days shall be allowed for an absence, without loss of pay, in the event of a death in a unit member's "family," with "family" as hereafter defined, which total shall not annually exceed fifteen (15) business days without the permission of the Superintendent. "Family" for purposes of this paragraph is defined hereafter as their spouse, civil union partner, domestic partner, parent, sibling, son, daughter, son-in-law, daughter-in-law, grandparent, nephew, niece, uncle, aunt, father-in-law, mother-in-law, brother-in-law, sister-in-law.

b. Personal

The unit member shall be entitled to three (3) personal days, to attend to personal business during the business day, with full pay. Personal days may be taken during the school year with prior notice to the Superintendent. Seven (7) days' notice of the

request to take personal days shall be provided by the unit member to the Superintendent except in cases of emergency beyond the scheduling control of the unit member. Personal day usage shall be requested in advance through a Board approved attendance program. The Superintendent may deny requests if the possibility of a disruption of the normal functioning of the Board exists. At the end of each school year, all unused personal days shall be converted to an equal number of accumulated sick leave days.

c. Family Illness

In case of illness of a parent, brother, sister, spouse, civil union partner, domestic partner or child, the unit member shall be granted an allowance of two (2) days' absence from his position without loss of pay or deduction from accumulated sick leave or personal days, which process for time off shall comply with the personal day procedure set forth therein.

d. Jury Duty

When a unit member is called for jury duty, the unit member shall be excused from his regular duties on the days the unit member is required to appear in court. For any regular scheduled work day in which time off for jury duty is granted, the unit member shall be paid his regular compensation less any amount received as a jury duty fee. The unit member shall be required to provide the Business Office adequate proof of jury duty service and compensation in order to receive the regular compensation.

e. Subpoena

In case of absence from school by reason of subpoena by a Court, no deduction in salary shall be made for one (1) day's absence, provided the subpoena is submitted in advance to the Board's School Business Administrator.

f. Military Leave

Time necessary shall be granted as legally required and may be further granted by the Commission in its discretion for unit members called into temporary active duty in the military reserves or the National Guard provided such obligations cannot be fulfilled on days when school is not in session. Compensation from the Commission during military leave shall be provided as legally required unless otherwise decided by the Commission in its discretion.

g. Modification of Scheduled Day Off During Summer Hours

1. Units Members will be allowed flexibility in the re-scheduling Holidays and other time off as approved by the Board of Directors annually when required to perform duties as necessary for services provided to other Districts or Nonpublic Schools.

2. If a unit member requires a change to their scheduled day off, the following conditions must be met:

- The requested change must be to a different day within the same, prior or next workweek.
- The unit member must obtain prior administrative approval for the change.

3. Requests for such changes shall be submitted in writing to the Assistant Superintendent no later than 48 hours before the originally scheduled day off.

4. Administrative approval for the change will be granted based on operational needs and staffing requirements.

ARTICLE VIII Vacation

A. Time

1. The unit member shall be entitled to an annual paid vacation of twenty (20) working days per year, in addition to school vacations. Said vacation days shall be earned at the rate of (1.66) day per month (or partial month) of employment.

2. The unit member shall take their vacation time after giving the Superintendent of reasonable notice, which shall be no less than two (2) weeks' notice. If the unit member wishes to take more than five (5) consecutive vacation days, he shall request permission from the Superintendent not less than four (4) weeks prior to the date such vacation is proposed to commence.

3. The Board encourages the unit members to take their full vacation allotment each year; however, no more than five (5) unused vacation days may be carried over by the unit member from year to year without the prior written consent of the Superintendent.

4. In the event that the unit member's employment ends prior to the end of the school year, accrual of vacation time shall be limited to (1.66) day accrued per month for the school year in which the end date takes place. In the event the unit member's employment ends, earned but unused vacation time shall be paid to the unit member at his then daily rate of pay following his last day of employment. However, at the Superintendent's discretion, the Superintendent reserves the right to require that the unit member use their full vacation entitlement before their last day of employment.

ARTICLE IX Professional Development

A. Each unit member shall be permitted to attend county and state meetings and conferences with the permission of his supervisor/assistant superintendent.

B. The Commission shall pay one hundred percent (100%) of each unit member's membership fee and/or charges to the New Jersey Principals and Supervisors Association and, as approved by his supervisor.

C. Unit members who 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 graduate tuition rate, not to exceed \$15,000.00 during each MOESC fiscal year (7/1 – 6/30) for all unit members and not to exceed \$3,000.00 per unit member per MOESC fiscal year.

1. The courses taken must have prior approval of the Superintendent and shall be within the unit member's area of specialization or provide benefit to the Commission.

2. 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 (10) days prior to registration.

3. Reimbursement will only be made if the unit member 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.

4. No unit member will be reimbursed for more than nine (9) credits per year.

5. Upon documented completion of a pre-approved course, the Commission shall pay half of the total amount of the reimbursement due within 6 weeks. The second half of the total amount due shall be paid 12 months later provided the unit member is then employed with the Commission. If the unit member 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).

D. The Commission shall provide a computer for MOESC uses at the MOESC office and other equipment determined to be necessary by the Superintendent and maintenance for each member. MOESC internet policy shall apply to its use.

E. Professional Development – Unit members who facilitate professional development for other organizations shall be compensated development hours for work outside the regular school day as follows:

Professional Development Session – less than three hours \$200
Professional Development Session – more than three hours \$400

ARTICLE X Insurance Protection

1. In the event the unit member elects to receive health care coverage, the unit member shall contribute (through a semi monthly payroll deduction) toward the cost of the premiums for such Benefits consistent with applicable law and regulations, as required by P.L. 2020, Chapter 44 or the former P.L. 2011, Chapter 78, Tier 4. The Board shall pay the remainder of the health insurance premium costs for single, member/spouse/partner or parent/child, or family benefits for the State Health Benefits Plan or it's equivalent.

2. A dental plan shall also be offered to the unit member and his/her immediate family in accordance with the requirements and limitations set forth in the dental plan coverage. Coverage amount shall equal \$3,000 annually.

3. Subject to restrictions involving multiple coverages pursuant to applicable law and regulations, the Board will make the following payments to unit members who voluntarily waive their medical and prescription coverage in the amount allowable under NJ State Health Benefits. payment may not be more than 25 percent of the amount saved by the employer.

ARTICLE XI Miscellaneous Provisions

A. Use of Automobiles

The unit member shall be reimbursed for actual mileage when using his personal vehicle for Board business at a rate as established by N.J. Treasury Circular 01-02-OMB, regardless of the expiration of this State limitation on reimbursement. Vouchers for mileage shall be provided on a monthly basis to the School Business Administrator. It is understood that the unit member's auto insurance policy is the primary insurance in the event of an accident.

B. Pay Schedule

Unit members shall be paid in the form of direct deposit twice monthly.

C. Attendance

The unit members shall maintain an accurate accounting of their hours and attendance and shall file with their immediate Supervisor time off requests in advance of the time off, as set forth therein, or immediately upon their return to the Board's offices in the

event of an unplanned absence, each time any leave is taken. The unit members shall periodically review the Commissions attendance records as to assure correctness.

D. Board Property

In the event the unit member removes property from the Board's offices or premises, e.g. a computer, the unit member shall sign a voucher for each item removed and submit same to the Board's School Business Administrator in advance of removal. The unit member shall be responsible for the property removed and shall return the property upon the Superintendent's request.

ARTICLE XII Duration of Agreement

A. All unit members agree to be bound by the terms of all policies as adopted and amended by the Monmouth-Ocean Educational Services Commission and agree to faithfully perform their duties and to observe and enforce the rules prescribed for the government of the particular project by the Commission.

B. It is hereby agreed by the parties hereto that the individual contract of any unit member may at any time be terminated by either party, giving the other party sixty (60) days' notice in writing of intention to terminate same. In the event of such termination, the said salary shall be apportioned to the date of termination and paid in the next payroll period.

C. This Agreement shall be effective as of July 1, 2024 and continue in effect until June 30, 2029

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.

MOESC ADMINISTRATORS ASSOC.

MOESC COMMISSION

By: _____
Kathleen Miller, MOASA President

By: _____
Christopher J. Mullins
School Business Administrator
Board Secretary



By: _____

Scott McCue
MOESC Board President

Date: _____

Date: _____

SCHEDULE A

SALARY CHART

MOESC-ADMINISTRATORS' ASSOCIATION

Salaries for the 2024-25 school year shall be adjusted as follows:

Maura Mulhern \$102,500 plus increase percent
All other members increase of \$2,500 plus increase percent

1. The base salary for each member of the unit shall be increased by:

2024-25	3.95%
2025-26	3.75%
2026-26	3.50%
2027-28	3.40%
2028-29	3.20%

MINIMUM STARTING SALARY

Principal / Director	\$115,000
Assistant Principal / Supervisor	\$100,000

Longevity shall be established solely based on the time spent within the MOASA bargaining unit and does not account for any time served in other positions outside of that unit at MOESC. Longevity shall be established as follows and shall be added to and will become part of the base salary annually. These longevity amounts shall accumulate in the manner prescribed below and shall increase at the established timelines below:

- After 5 years \$2,500

- After 10 years \$2,500 for a total of \$5,000
- After 15 years \$2,500 for a total of \$7,500

In accordance with N.J.A.C. 17:4–4.1(a)(1), the longevity compensation of a member prescribed herein shall be considered part of the base salary subject to pension contributions and creditable for retirement and death benefits. More specifically, the longevity compensation prescribed herein shall be treated as part of the “Base salary” and shall be considered as part of the annual compensation of a member, in accordance with established salary policies of the member’s employer for all employees in the same position, or all employees covered by the same collective bargaining agreement, which is paid in regular, periodic installments in accordance with the payroll cycle of the employer.